



COUNTY OF ROANOKE
FINANCE DEPARTMENT
PURCHASING DIVISION

Dawn M. Rago
Buyer

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August 23, 2019

REQUEST FOR PROPOSALS
#2020-013

Maintenance of the Electronic Security System
for
Western Virginia Regional Jail Authority

Sealed Proposals Due:

September 18, 2019

2:00 PM

(Local Prevailing Time)

One (1) unbound original

Five (5) bound complete copies

One (1) electronic copy (USB preferred)

RFP # 2020-013 Maintenance of the Electronic Security System for Western Regional Jail (WVRJ)

GENERAL INFORMATION

Roanoke County on behalf of the Western Virginia Regional Jail (WVRJ) is seeking proposals from qualified vendors to provide maintenance of the Electronic Security System at The Western Virginia Regional Jail located at 5885 West River Road, Salem, Virginia 24153. The work required shall consist of maintenance services and shall include the furnishing of all labor, materials, transportation, replacement equipment, and other appurtenances necessary to maintain, repair, and provide all technical user support functions of the Electronic Security System at WVRJ. WVRJ will award one (1) contract for services mentioned WVRJ has the right to reject any and all proposals. It is the intention of Roanoke County to award a one (1) year contract with the option of four (4) one (1) year renewals.

There will be a **Mandatory** Pre-Bid Meeting on September 10, 2019 at 9:00 AM at 5885 West River Road, Salem, Virginia 24153. This meeting is **Mandatory**, any Vendor that **does not** attend may not submit a Bid Proposal.

One unbound original, five 5 bound complete copies and one electronic copy (USB preferred) of the proposals, in a sealed envelope/package, will be received at and until **September 18, 2019, at 2:00 PM (local prevailing time)**, in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2020-013 Maintenance of the Electronic Security System Attn: Dawn M. Rago, Buyer**" on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

RFP QUESTIONS

Any inquiries regarding submittal of proposal or any questions concerning specifications **shall be in writing** and sent via mail, fax or email to:

Dawn M. Rago, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
Phone: (540) 283-8150
drago@roanokecountyva.gov

Written responses, including any questions will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

NO CONTACT POLICY

After the date and time of issuance of this Request for Proposals by the County, any contact initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

SCOPE OF WORK

The following specifications are provided for your review and consideration. All services performed by the Vendor shall include applicable items listed, but are not be limited to the following.

A. Description of Work

1. The Vendor shall maintain, repair and, provide all technical user support functions of the Electronic Security System, and all its related parts, units, and sub-units in its entirety. Items covered shall include, but are not limited to, emergency call stations, speakers, microphones, cameras, video recording equipment, call boxes, touch screens, electronic door controls, inmate video visitation system (including satellite sites), ability to support ViconNet Video System and DVR recordings, and all related personal computers, servers, UPS devices, wiring and cabling, hardware and software upgrades or configuration changes associated with security systems.
2. The Vendor shall perform complete maintenance and repair service, including inspections, trouble, and emergency calls for all equipment included under this contract. The service shall consist of thorough maintenance work in accordance with the best commercial practice governing the maintenance of Electronic Security Systems and any State or Federal facility codes/requirements. Such service shall include regularly-scheduled maintenance services as specified and shall be subject to inspection and approval by the Facility Administrator, Information Technology Director, Maintenance Director, or designee. The full-service maintenance contract shall not relieve the Vendor from performing the specified scheduled maintenance services.
3. The Vendor shall be responsible for all portions of the Electronic Security System. Labor and material for all systems shall be provided by Vendor as part of this maintenance agreement, shall be provided at no extra charge.

B. Maintenance Services

The Vendor shall maintain the Electronic Security System as specified according to the specifications contained herein. The Vendor shall provide all labor, tools, and equipment, and perform all services necessary to maintain all systems.

C. Repair Services and Authorized Emergency Work

1. Repair Service Procedures

- i. Facility Administrator, Information Technology Director, Maintenance Director, or designee assigns control number and notifies Vendor of problem.
- ii. Vendor shall contact Facility Administrator, Information Technology Director, Maintenance Director, or designee within four (4) business hours of notification to discuss the repair or emergency call by control number.
 - a. Repair Call (non-emergency as designated by Facility Administrator, Maintenance Director, or designee): Vendor shall report to site within 2-4 business days of notification by Facility Administrator, Information Technology Director, Maintenance Director, or designee to assess or complete non-emergency work. Vendor shall resolve the issue within the timeframe agreed upon by the Facility Administrator, Information Technology Director, Maintenance Director, or designee. If the timeframe is not able to be met, the Vendor must receive approval for an extension by the Facility Administrator, Information Technology Director, Maintenance Director, or designee.
 - b. Emergency Call (as designated by Facility Administrator, Information Technology Director, Maintenance Director, or designee): Vendor shall make phone contact within one (1) hour following receipt of an emergency service call. An authorized person must place the originating service call request. Facility Personnel with access to equipment rooms, cabinets, and racks shall be made available to assist in evaluating the equipment failure during return phone calls. Vendor shall report to the site within 24 hours of receiving the call from the Facility Administrator, Information Technology Director, Maintenance Director, or designee to assess or complete emergency work. Vendor shall resolve the issue within the timeframe agreed upon by the Facility Administrator, Information Technology Director, Maintenance Director, or designee.
 - c. Unauthorized extra work performed on a repair or emergency call may not be compensated as determined by the Facility Administrator, Information Technology Director, Maintenance Director, or designee.

- d. Authorized extra work not part of the routine maintenance requirement may be performed at a time mutually agreeable to WVRJ and the Vendor.
 - e. The Vendor shall notify the Facility Administrator, Information Technology Director, Maintenance Director, or designee daily of the status of repairs, estimated completion time, and completed work. The Vendor shall provide the Facility Administrator, Information Technology Director, Maintenance Director, or designee copies of the maintenance history and costs after each event.
 - f. WVRJ reserves the right to have maintenance or repair tasks performed on weekends or after normal operating hours. Whenever WVRJ exercises this right, WVRJ shall compensate the Vendor only for the difference between their normal labor rate and overtime labor rate.
- vii. A written proposal, unless waived by the Facility Administrator, Information Technology Director, Maintenance Director, or designee, shall precede any “chargeable” emergency services performed, containing the following minimum information:
- a) Description and breakdown of material, parts, and labor costs.
 - b) Any additional costs such as freight.
 - c) Projected Completion date.
- viii. The Vendor shall bill such “chargeable” emergency services or authorized extra work separately from the contract price. Unless the Vendor is given a separate Purchase Order authorizing him or her to make such repairs, WVRJ shall not be held responsible for payment of any such work performed by the Vendor.

D. Reports

1. Prior to the commencement with the work on the contract, the Vendor shall submit to the Facility Administrator, Information Technology Director, Maintenance Director, or designee their annual inspection schedule for the period of the contract. The Vendor shall also maintain records, documents, and other evidence pertaining to the maintenance, repair, and costs of the Electronic Security System. This information is to be presented to the extent, and in such detail, that properly and adequately reflects the maintenance history and cost (labor, materials, parts, and equipment). The Vendor shall also submit an updated inventory of all equipment during the contract period.
2. All Vendor service reports, whether regular maintenance, trouble call, emergency, or authorized extra work, shall be filled out properly and completely at the time of service and shall include: day and date, time started, time completed, service performed, materials used with cost, control number, service

person, and shall be signed by the Facility Administrator, Information Technology Director, Maintenance Director, or designee.

E. Work Schedule

1. The Vendor shall perform maintenance, inspection, and repair services to the Electronic Security System. All maintenance, inspection, and repair services will be in accordance with the best commercial practices, in compliance of any State or Federal facility codes/requirements, and as required to provide assurance of safety and operational reliability.
2. Within 15 business days of the award of this contract, the Vendor shall submit to WVRJ, in writing, a proposed schedule on inspection, preventive maintenance, checklist, and maintenance record system, all in sufficient detail to show its adequacy in carrying out the terms of this contract. Most maintenance tasks described herein shall be performed between the hours of 8:00 a.m. to 5:00 p.m. on normal working days, Monday through Friday, excluding State holidays and/or on days that work is not officially scheduled. Any work required outside these hours, which may or may not include additional charges or fees, must be approved by the Facility Administrator, Information Technology Director, Maintenance Director, or designee, prior to the onset of the service. All service reports are to be signed by the Facility Administrator, Information Technology Director, Maintenance Director, or designee.
3. All work performed is subject to random periodic inspection by the Facility Administrator, Information Technology Director, Maintenance Director, or designee.
4. The Vendor shall be informed of all deficiencies found by the Facility Administrator, Information Technology Director, Maintenance Director, or designee. The Vendor shall correct all deficiencies within 7 days or within an agreed-upon time with the Facility Administrator, Information Technology Director, Maintenance Director, or designee at the Vendor's expense. If deficiencies are not corrected within the agreed time period, the provision on liquidated damages will be applicable.
5. The Vendor shall have a qualified Service Technician on-site on Monday every week.
6. The Vendor shall include up to 40 Hours of system programming changes per year. Programming changes shall include but not be limited to PLC and HMI.

F. Parts and Materials

1. The Vendor shall replace necessary parts of the Electronic Security System with new or equivalent technology (with approval of Facility Administrator, Information

Technology Director, Maintenance Director, or designee) which are worn through normal wear and tear at no additional cost to WVRJ.

2. Any and all parts and materials covered by warranty are to be honored by the Vendor.
3. Parts and materials that are deemed to have been damaged due to negligence or vandalism on behalf of WVRJ shall be replaced at additional costs borne by WVRJ. A detailed cost breakdown of such work shall be provided.

G. Clean Up and Work Practices

1. The Vendor will keep the job site free of debris, discarded parts, refuse, etc. during the daily progress of work. The Vendor shall remove all tools, parts, and equipment from the service areas upon completion of the work and legally dispose of, whether hazardous or not, in accordance with EPA and/or other government regulations including providing written records. The Vendor shall support and protect WVRJ legally and financially with regard to these regulations.
2. The Vendor shall exercise caution during the progress of maintenance and repair work to prevent damage to the ceilings, walls, floors, roofing, and other building structures. Vendor shall restore all damages, caused by his or her negligence, at the Vendor's expense when requested by WVRJ.
3. The Vendor shall repair all damages to existing utilities and structures such as water lines, electric conduits, and sewer lines, buildings, caused by his or her equipment or employees. If such repairs are not completed within 7 business days, WVRJ reserves the right to purchase services for the necessary repairs from the open market and shall deduct all repair costs from the moneys due or that may thereafter become due to the Vendor. In case any money due the Vendor is insufficient for said purposes, the Vendor shall pay the difference upon demand by WVRJ.

H. Agency and Safety Compliance

1. The Vendor will perform all services provided in the contract between the Vendor and WVRJ in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies. No statement within this solicitation shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of a detailed description shall be recognized as meaning that only the best commercial practices are to prevail.
2. Ensure full compliance with the policies and procedures of WVRJ and all applicable regulations as now existing or as may be modified.

3. Abide by all State and/or Agency policies, procedures, ordinances, and/or laws pertaining to WVRJ operation at all times, including but not limited to the items listed below. Deviations from these policies by the Vendor or its personnel will not be tolerated and will be considered grounds for contract termination.
4. WVRJ is non-smoking; the Vendor and its personnel must adhere to this requirement. The use of tobacco products is prohibited.
5. Vendor shall not carry a cellular device into the secure area of the facility unless specifically authorized by the Superintendent.
6. It is illegal to have in one's possession any illegal drug or alcoholic beverage while on WVRJ property. Vendor personnel shall not consume any illegal or illegally obtained drug or alcoholic beverage while on duty.
7. The Vendor's personnel should refrain from using foul, abusive or profane language on WVRJ property.
8. The Vendors' personnel shall not flirt or fraternize with WVRJ personnel or any visitor at WVRJ.
9. Vendor's personnel shall not solicit or otherwise interfere with the work of WVRJ employees.
10. Vendor's personnel shall not engage in personal activities (such as, but not limited to texting, personal phone calls, reading magazines, etc.) while on WVRJ property providing services described in this solicitation, and shall comply with WVRJ restrictions regarding visitation with friends, family members or acquaintances while on State property providing services described in this solicitation.
11. WVRJ reserves the right to inspect and search all Vendor personnel and/or vehicles anytime while on facility grounds.
12. Vendor personnel are required to sign-in and sign-out at WVRJ. Vendor identification badges, personal identification of the individual employee, and /or visitor badges shall be worn and clearly visible while on property.
13. The Vendor shall comply with all applicable safety regulations promulgated by OSHA, EPA, and other governmental agencies, including those of WVRJ.

REFERENCES

All Offerors shall include a list of five references, from local governments and similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, and phone numbers of all references on the attached Reference Form.

References may or may not be reviewed or contacted at the discretion of the County.

Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

EVALUATION CRITERIA

Several factors, in addition to costs, will be taken into account when evaluating proposals.

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

The criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews/demonstrations and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- A. Overall quality of proposal submitted
- B. Overall qualifications and experience of the firm and any sub-contractors, including experience in providing these services;
- C. Capability and experience for the project including experience with similar work and as evidenced by submission of resumes of personnel to be assigned to this work;
- D. Work plan, schedule and methodology;
- E. Past record and performance of the firm with respect to schedule compliance, cost control and quality of work; and
- F. Proposed cost of services.

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Roanoke County. The County will make the final determination of the proposal that best meets the needs of Roanoke County.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Request for Proposals is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County Public Schools and the Western Virginia Regional Jail, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

SUBMISSION AND RECEIPT OF PROPOSALS

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. **NO FAXED PROPOSALS WILL BE ACCEPTED.**
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on CD/DVD is preferred.

IMPORTANT NOTICE EFFECTIVE 3/14/2011 - ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories.

Although '**Notify Me**' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, , and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061.

ACCEPTANCE OR REJECTION OF PROPOSALS

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the

interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

PROPOSAL GUARANTY

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

SELECTION PROCESS/AWARD OF CONTRACT

As this is a Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4301** of the Code of Virginia:

3(a). Procurement of Professional Services. *The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.*

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Offeror.

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3(b). Procurement of other than professional services. *Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the public body shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror.*

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

INVOICES

The Vendor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County/Western Virginia Regional Jail. All invoices must show the purchase order/contract number. All Vendors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of IFB/RFP's.

PERFORMANCE BOND

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

DEFAULT

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the Vendor responsible for any and all excess cost occasioned thereby.

COPYRIGHT OR PATENT RIGHTS

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

TAX EXEMPTION

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all s to furnish proof of experience, ability and financial standing.

COMPLIANCE WITH LAWS

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Vendor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or led at any time during the

term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

RULING LAW

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall there by submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the Vendor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.

INSURANCE

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverage to the County, and such proof has been approved by the County. The Contractor confirms to the County that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverage required by this section. The County and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverage of any such policies and such insurance coverage shall be primary and noncontributory to any insurance and/or self-insurance such additional insured may have. The Contractor shall immediately notify in writing the County of any changes, modifications, and/or termination of any insurance coverage and/or policies required by this Contract. The Contractor shall provide to the County with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:

- (1) The County and its officers, employees, agents, assigns, and volunteers are additional insured as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the County and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the County's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The County of Roanoke shall also be named as the Certificate Holder.

- C. **The following insurance coverages and limits are required in order to provide services or materials to Roanoke County general government agencies and the Roanoke County Public Schools. These limits may be adjusted depending on the type of service or materials being provided and the exposure to risk.**

The Successful Offeror shall carry Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers as an additional insureds on the Commercial General Liability, Automobile Liability and Excess/Umbrella Liability coverage. The additional insured status shall be endorsed to the coverage with the provision that this coverage "is primary to all other coverage the County of Roanoke and/or the Western Virginia Regional Jail and/or Roanoke County Public Schools may possess." A Certificate of Insurance evidencing the additional insured status must be presented to the County of Roanoke and/or the Western Virginia Regional Jail and/or Roanoke County Public Schools along with a copy of the Endorsement prior to work or services beginning.

The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Best. In addition, the insurer shall agree to give the County 30 days' notice of its decision to cancel coverage.

(1) **Workers' Compensation**

Statutory Virginia Limits

Employers' Liability Insurance

- \$100,000 for each Accident by employee
- \$100,000 for each Disease by employee
- \$500,000 policy limit by Disease

(2) **Commercial General Liability - Combined Single Limit**

- \$1,000,000 each occurrence including contractual liability for specified agreement
- \$2,000,000 General Aggregate (other than Products/Completed Operations)
- \$2,000,000 General Liability-Products/Completed Operations
- \$1,000,000 Personal and Advertising injury
- \$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

(3) **Business Automobile Liability** – including owned, non-owned and hired car coverage

- Combined Single Limit - \$1,000,000 each accident

Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract

- D. Contractual Liability covers the following indemnity agreement: "The Successful Offeror agrees to indemnify, defend and hold harmless the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County or School Division's sole negligence."
- E. The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".
- F. The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with the

Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Roanoke and Roanoke County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

G. The certificate holders on the Accord form Certificates of Insurance shall be:

WVRJA:

Western Virginia Regional Jail
5885 W River Rd
Salem, VA 24153
Attn: Purchasing Dept.

H. **Claims Made Policies**

If the liability insurance purchased by the Offeror has been issued on a "claims made" basis, the Offeror must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Offeror must either:

- (1) Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Offeror's work under this Contract, or
- (2) Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

SPECIAL INSTRUCTIONS:

ANTITRUST

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Roanoke County 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 and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offer or and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

CANCELLATION OF CONTRACT

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the Vendor. Any contract cancellation notice will not relieve the Vendor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subVendor in connection with proposal on this contract, subVendor in 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, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of

tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any SubVendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the Vendor from any damages arising out of the contract or holding the Vendor harmless. The submission of a bid or proposal means that the Vendor agrees not to request such language in the resulting contract.

DRUG-FREE WORKPLACE

During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor'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 violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor 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 subVendor or vendor.

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 Vendor in accordance with this chapter, 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.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

The Proposer certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The Proposer further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Proposer understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time

the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the “Notice of Proprietary Information Form” below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION FORM
RFP #2020-013 Maintenance of the Electronic Security System for Western Virginia
Regional Jail

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from Vendors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

**RFP #2020-013 Maintenance of the Electronic Security System for Western Virginia
Regional Jail**

**DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT
CERTIFICATION OF VENDOR**

Full Name of Vendor: _____

Description of Contract: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: _____

Name of Vendor

By: _____

TITLE

SIGNATURE SHEET

RFP #2020-013 Maintenance of the Electronic Security System for Western Virginia Regional Jail

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended, Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

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

COMPANY NAME _____

ADDRESS _____ PHONE # _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

STATE VENDOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO
AUTHORIZED PER VA CODE §2.2-4311.2 _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

To receive consideration for award, this signature sheet must be returned to the Purchasing Division, as it shall be a part of your response.

REFERENCE FORM
RFP #2020-013 Maintenance of the Electronic Security System for Western Virginia Regional Jail

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

**RFP #2020-013 Maintenance of the Electronic Security System for Western Virginia
Regional Jail**

Initial Contract \$ _____

Contract Renewals (if extended)
Years 2-5 \$ _____ Year 2

\$ _____ Year 3

\$ _____ Year 4

\$ _____ year 5

Provide a copy of the Virginia Private Security Services Business License with Bid Documents.

****DO NOT MOTIFY THIS DOCUMENT****
****ANY CHANGES WILL NOT BE INCLUDED****