



ROANOKE COUNTY

FINANCE & MANAGEMENT SERVICES DEPARTMENT PURCHASING DIVISION

REQUEST FOR PROPOSALS Non Professional Services

**RFP # 2025-013
CORE JAIL MANAGEMENT SOFTWARE**

**OPENING DATE: September 4, 2024
OPENING TIME: 2:00 P.M.**

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division, at the Roanoke County Administration Building, 5204 Bernard Drive SW, Suite 300F, Roanoke, VA 24018. This document may be viewed and/or downloaded from The County of Roanoke Purchasing Division's website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2061.

**THIS PUBLIC BODY DOES NOT DISCRIMINATE
AGAINST FAITH-BASED ORGANIZATIONS**

DATE of RFP: August 13, 2024

REQUEST FOR PROPOSAL

RFP No. 2025-013

Issue Date: August 13, 2024

Title: CORE JAIL MANAGEMENT SOFTWARE

Issued By: **County of Roanoke for Western Virginia Regional Jail Authority (WVRJA)**
Roanoke County Administration Building
Purchasing Division
5204 Bernard Drive, SW, Suite 300-F
Roanoke, VA 24018-0798
Phone (540) 283-8150
Email: drago@roanokecountyva.gov

Sealed proposals will be received on or before 2:00 P.M., September 4, 2024 for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 5:00 p.m. on August 20, 2024. If necessary, an addendum will be issued and posted to The County website on the Current Bids/RFP Requests tab at <https://www.roanokecountyva.gov/bids.aspx>.

If proposals are hand delivered or mailed, send directly to the Purchasing Division at the address listed above. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of The County, at the originally scheduled hour.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The County/WVRJA reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Division.

Legal Name and Address of Firm:

Date: _____

By: _____

(Signature in Ink)

_____ Zip: _____

Name: _____

(Please Print)

Phone: _____

Title: _____

FAX: _____

Email: _____

Business License# _____

Virginia State Corporation Commission Identification Number: _____

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CORE JAIL MANAGEMENT SOFTWARE

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COUNTY OF ROANOKE, VIRGINIA
FOR WVRJA
REQUEST FOR PROPOSAL
FOR
CORE JAIL MANAGEMENT SOFTWARE
RFP NUMBER 2025-013

INTRODUCTION

The County of Roanoke, Virginia, on behalf of The Western Virginia Regional Jail Authority (WVRJA) is seeking proposals and qualifications from Offerors to provide a Professional Jail Management Software in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 772-2061. This document may be viewed and/or downloaded from The County of Roanoke Purchasing Division's Current Bid Opportunities website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2061 or drago@roanokecountyva.gov.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on September 4, 2024 in the Purchasing Division, County of Roanoke, and 5204 Bernard Drive SW, Suite 300- F Roanoke VA 24018. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) **original, marked as such** and Five (5) **copies, marked as such**, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, should be included in the proposal packet. The notation "**CORE JAIL MANAGEMENT SOFTWARE**", **RFP No. 2025-013**, and the specified opening time and date should be clearly marked on the front of that sealed envelope or package. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of The County, at the originally scheduled hour.

The County of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The County of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal,

and to award to the Offeror whose proposal is, at the sole discretion of The County of Roanoke, determined to be in the best interest of the WVRJA.

Project evaluation and award will be accomplished in accordance with this RFP and Section **10.9** of The County of Roanoke Procurement Policy & Procedures Manual. If an award of a contract is made, notification of such award will be posted for public review on The County of Roanoke Purchasing Division's website under Current Bid Opportunities at <https://www.roanokecountyva.gov/bids.aspx> or you may contact Purchasing directly at (540) 772-2061 to request a copy of the award notification.

Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

Each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County/WVRJA is not responsible for any RFP obtained from any source other than The County/WVRJA. Contact Purchasing by phone at (540) 283-8150, or by email at drago@roanokecountyva.gov.

Respectfully,

Dawn M. Rago
Senior Buyer

Date: August 13, 2024

County of Roanoke, Virginia
For WVRJA
Request for Proposal No. 2025-013
CORE MANAGEMENT SOFTWARE

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is the procurement of Professional Jail Management Software consistent with the terms and conditions herein set forth. The Western Virginia Regional Jail (WVRJA) encourages vendors who provide enterprise level jail management systems and services that provide the functions described and the specifications stated in this document to submit proposals.

This RFP will provide sufficient information to prepare and submit proposals for consideration by the Western Virginia Regional Jail.

The Offeror's proposal will be considered along with other factors for obtaining essential information, supporting the basis for award, and will be incorporated in the subsequent contract. Offerors should conform to all instructions in the RFP to qualify for further evaluation. The Western Virginia Regional Jail may disqualify vendors who fail to comply nor submit required information.

The Western Virginia Regional Jail encourages Offerors to provide insight into the Offeror's own services. The Jail will evaluate the proposals based on the vendor's ability to convey an understanding of the scope of work and demonstrate the ability to complete the terms stated in the RFP.

Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND.

NOT USED

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact Dawn M. Rago at (540) 283-8150.

B. Until such time that an award is published, direct contact with any County/WVRJA employee without the express permission of the Purchasing Manager or designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror's proposal.

During an active solicitation all communications (email, phone, text, letter) must be conducted through the Purchasing Division. Purchasing staff will coordinate responses to any inquiries, as necessary. If any vendor involved in a pending solicitation or bid violates this communication protocol, any submittals from the vendor may be rejected/disqualified at the discretion of the Purchasing Division.

C. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of The County of Roanoke and WVRJA, which may also be considered.

1. Organizational structure of firm and qualifications of management personnel.

Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP.

3. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of The County of Roanoke/WVRJA or has any responsibility or authority with The County/WVRJA that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to

The County of Roanoke/WVRJA. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code.

4. Experience in providing the services and/or items requested by this RFP.
 5. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
 6. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.
 7. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
 8. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services.
 9. The conditions, if any, of the proposal.
- 10. Not Used**
11. Prospective Offerors should submit, at a minimum, a description of the marketing approach and promotions they intend to pursue to maximize revenues generated from the services or items requested in this RFP. Provide examples of any promotions or promotional materials.

- D. Each Offeror should provide as Attachment 4, a list of ALL institutions/Jails served in Virginia. If no institutions/Jails in Virginia are currently being served, then the Offeror shall provide at least six (6) references with similar operational systems. All references must contain the following information: facility name, address, telephone number, contact person, and date of implementation.
- E. Also include any other materials you may want to submit as part of your proposal response.
- F. Responses to this RFP must be in the prescribed format (Attachment B – Proposal Response and Checklist).

Offeror should provide one redacted copy of its proposal fit for public dissemination, in the event The County/WVRJA must respond to a Freedom of Information Act request. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

- G. The County/WVRJA may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.

- H. The County/WVRJA has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- I. The County/WVRJA is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to The County/WVRJA.
- J. Each proposal must contain a completed and properly signed Fee Proposal Form, which form is contained in this RFP.
- K. Only The County will make news releases pertaining to this RFP or the proposed award of a Contract.
- L. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- M. Each Offeror is required to disclose if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for The County/WVRJA pursuant to the RFP shall belong exclusively to The County/WVRJA and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining 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.

- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

C. IMPORTANT NOTICE - ADDENDUMS AND NOTICES OF AWARD

Any interpretation, correction, or change of the RFP will be made by an addendum. The County Purchasing Division or its designee will issue Addenda that will be posted to The County website on the Current Bid Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx>.

Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes.

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up via 'Notify Me' 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. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County/WVRJA is not responsible for any RFP obtained from any source other than The County.**

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.

The County is not responsible for any RFP obtained from any source other than The County. Contact Dawn M. Rago by phone at 540-283-8150, or by email at drago@roanokecountyva.gov.

- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

- E. The County/WVRJA may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The County/WVRJA reserves the right to reject any proposal if the Offeror fails to satisfy The County/WVRJA that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of The County of Roanoke/WVRJA to maximize participation whenever possible by minority and women owned business enterprises in all aspects of County contracting opportunities.
- I. The successful Offeror shall comply with all applicable County, State, and Federal laws, codes, provisions, and regulations. The successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The County/WVRJA reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Virginia Public Procurement Act as well as The County Procurement Manual, apply to this RFP, unless specifically modified herein. The County's Procurement Manual can be reviewed on The County's electronic procurement website.
- N. Insurance Requirements:
Successful Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required

are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance The County/WVRJA may have.

SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to The County Purchasing Manager within the required time period.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

The following are the services and/or items that the successful Offeror will be required to provide to The County/WVRJA and should be addressed in each Offeror's proposal.

A description and/or listing of the services and/or items that the successful Offeror will be required to provide to The County/WVRJA under this RFP are those that are set forth in this RFP, below, referred to in any way in the sample contract, in any terms and conditions, and/or in any attachments to this RFP.

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to The County/WVRJA under this RFP is subject to negotiations with the successful Offeror, and final approval by The County/WVRJA.

GENERAL REQUIREMENTS

Certain requirements are at a system level, as well as, the application level. The below table provides specifications that address these general requirements.

The JMS shall meet industry standards such as ACA and AJA for collection of data and reporting.
The Agency will accept client-server based or cloud based JMS. Please list the database utilized by the proposed JMS.
The Agency desires a JMS that is intuitive to use, with functions and capabilities readily discernible to the system operator.
The JMS shall provide the ability to utilize data already in the system reducing the need for redundant data entry.
The Agency desires the proposed system support the following:

- A training environment to be utilized for training users without impacting the production data.
- A test environment to be utilized to test resolved issues, new features and reports without impacting the production data.

The Agency shall be provided the following hardware requirements to ensure optimal operations:

- Network
- Database Server
- Other Servers
- Workstation
- Printers
- Any additional hardware required to meet the proposed solution such as cameras, barcode scanners and printers, driver's license reader, etc.

The JMS shall provide the ability for system administrators to modify the screens and workflows with drag and drop functionality or configurations.

The JMS shall support multiple windows on workstations.

The JMS shall provide the ability for the system administrators to apply unique attributes to data fields such as:

- Field Labels
- Field Content Controls
- Whether the field is mandatory
- Hide fields
- Ability to add tab order
- Configurable field "hints" for end users

The JMS shall provide agency definable drop-down menus that may be maintained by the system administrators to ensure consistent data entry.

The JMS shall provide the ability for the system administrators to create custom electronic forms within the environment utilizing drag and drop custom form builder.

The JMS shall provide the ability to create actionable forms such as Classification and Screening which will automatically trigger inmate classification and route notifications to medical/mental health staff when the form is saved.

The JMS shall provide embedded word processing capabilities in the narrative sections of forms.

The JMS shall provide the ability to capture electronic signatures on electronic forms.

The JMS shall provide the ability to export reports and lists to applications such as Microsoft Excel.

The JMS shall provide the ability to schedule the export of specific reports with distribution via email or SFTP.

The JMS shall provide an integrated dashboard with views of data for management monitoring of the various aspects of JMS.

Dashboards shall have the ability to be configured according the user's role and responsibility

Supervisory Dashboards should be accessible from any web browser and provide statistical and historical data.

The JMS Dashboard shall provide both graphical and listing analysis.

SECURITY

Security is extremely important to protect the agency from external access to the system, as well as, protecting the data within the Jail Management System. The following table provides specifications that address needed security.

Security

The JMS shall utilize standard tools, databases and interface with standard directory services such as Microsoft Active Directory.
The JMS shall function within the any specified Agency security policies.
The JMS shall be encrypted to comply with applicable state and federal security laws.
The JMS shall provide the ability to conform to CJIS requirements regarding usernames and passwords.
The JMS shall provide the ability for system administrators to create security groups/roles to allow access to the JMS.
The JMS shall provide the ability for permissions to be granted by the administrator such as: <ul style="list-style-type: none">• Search• View• Add• Modify• Delete• Print
The JMS shall provide the ability to set permissions at the module, form and field level.
The JMS shall provide the ability to set access permissions at both the user and workstation level.
The JMS shall provide the ability for a system administrator to reset a password.
The JMS shall provide an audit trail accessible by administrators to track the following components : <ul style="list-style-type: none">• Date/Time of transaction• User• Additions• Modifications• Deletions
The JMS shall provide maintenance utilities to which access is controlled by security permissions and Vendor intervention is not required including at a minimum: <ul style="list-style-type: none">• Cell Configuration and Floor Plan• Workflow and Work Queue Configurations• Audit Configurations• Booking Configurations• Checklist Design• Approval Process

- Victim Letter Configuration
- Classification Configuration and Design
- Disciplinary Configuration and Report Design
- Facility Form Management
- Inmate Alert Configuration
- Search Schedule Configuration
- Visitation Configuration
- Work Release Configuration

The JMS shall only display to users those items/modules they have security granted to access.

JAIL MANAGEMENT REQUIREMENTS

Every agency has specific procedures and processes that they currently follow. Requirements for a Jail Management System should be defined as those features and functions that will allow the agency to streamline their processes, increase both productivity and accuracy within the system and provide reporting capabilities to assist administrators in decision-making processes based on statistics retrieved from the JMS. The below tables define specifications that will allow the agency to accomplish these goals.

Floor Plans/Cell Management

The JMS shall have the ability to manage and display a visual layout of the facility, monitoring of the hot spots via the floor plan and inmate movement via floor plans.

The JMS shall provide the ability for system administrators to define facility to include:

- Buildings
- Pods
- Cells
- Other locations

The JMS shall provide the ability to drag-and-drop inmates from one location on the digital board to another.

The system should have the ability to have all movements be subject to cross-checking of inmate classification, inmate gender and location space availability before allowing the user to proceed.

Alerts

The JMS shall provide the ability to create alerts both manually and triggered by defined events in the system.

The JMS Alerts shall provide the ability to define type of alert, expiration date,

Workflow and Notification

The JMS shall provide the ability for system administrators to define workflow processes to ensure all steps in the process are completed.

Set up of workflow process shall include the ability for the system administrator to configure workflows to trigger events and notifications based on data entered into the system. These may include:

<ul style="list-style-type: none"> • Execute an event within the JMS • Execute an internal notification to other users such as classification needed or medical review • Execute an external notification via email (SMTP message) • Launch a third party software application and/or screen 	<p>The JMS shall automatically make recommendations for execution of a JMS event based upon configurations set by system administrators and triggered by data entered by the end user.</p>
	<p>The JMS must provide the ability to select events manually for completion or be automatically notified that tasks remain incomplete in the process. These tasks may be (re)classification of the inmate, transfer of the inmate to another cell, release of the inmate, (re)screening of the inmate, booking of the inmate and other JMS Events.</p>
	<p>The JMS shall provide the ability to automatically notify JMS users of the occurrence/trigger through a messaging/notification feature within the JMS ("internal notification") based upon the comparison operators configured by the jail and triggered by data entered by the end user. An example of such a notification would be if the jail configures a comparison operator to send a notification if an end user enters "yes" to the question "have you ever attempted or contemplated suicide" in the inmate screening form.</p>
	<p>The JMS shall provide the ability to automatically send a notification via an SMTP server of the occurrence/trigger through a messaging/notification feature within the JMS ("external notification") based upon the comparison operators configured by the jail and triggered by data entered by the end user.</p>
	<p>The JMS shall provide the ability to add Email addresses and Mobile Phone email addresses (e.g. 555-555-1212@carrier.net) to the distribution list of external notifications.</p>
	<p>The internal notification/messaging system shall be embedded in the JMS product and not require the use or license of a third party product to send, receive, read or manage internal notifications.</p>
	<p>The JMS notification/messaging system shall link to the JMS personnel file.</p>
	<p>The JMS shall be able to create a custom distribution list for the notifications by named JMS user(s) and defined role(s)/group(s) of JMS users by use of drop-down box and drill-down entry when creating the comparison operator trigger for notifications.</p>
	<p>Internal notifications shall alert and display on a JMS navigation pane and/or home screen that is always visible in the JMS user interface.</p>
	<p>The internal notifications tab of the navigation pane shall provide folders for read, unread, expired and deleted notifications specific to the user that is logged into the JMS.</p>
	<p>Custom actions and notifications shall also be able to be configured to execute upon named events within the Jail Management Software (e.g. when an inmate is booked, released, transferred to another cell, etc.).</p>
	<p>The JMS shall offer a navigation pane much like other widely used programs and services (such as Microsoft Outlook), which alerts users to tasks, messages, notifications and provides on-screen navigation to those tasks, messages and calendars.</p>

The JMS navigation pane must contain a task manager or work queue that will alerts users of tasks for which they are responsible. Tasks will automatically be presented to users based upon their roles and responsibilities. The task manager or work queue must allow the user to navigate to individual tasks by simply clicking on the task.

Available tasks must include at a minimum:

- Incomplete Bookings
- Mugshots Needed
- New Bookings
- Classifications Needed
- Cell Transfers
- Upcoming Confinements
- Upcoming Releases
- Disciplinary Reports
- Grievance Reports
- Investigation Reports
- Inmate Screenings
- Inmate Property Intake
- Inmate Property Return
- Pending Cell Transfers
- Board Review
- Disciplinary Hearing
- My Assigned Reports
- Immigration Alien Query

The navigation pane shall include a notifications tab to alert users of internal JMS notifications. The notification tab must sort and display Unread Notifications, Read Notifications, Expired Notifications and Deleted Notifications.

The navigation pane shall include a workflow tab that will alert users to workflow items needing review/attention. Workflow items such as forms (Disciplinary Reports, Incident Reports, etc.) must be presented in the proper supervisor's workflow tab for review and approval.

The Navigation pane shall include a calendar/scheduling tab to display calendars and schedules specific to the user. Calendars/schedules must include items such as tasks, inmate schedules, the user's personal schedule, personnel schedules and location schedules.

Booking

The JMS shall provide a comprehensive booking module that includes inmate booking, release, sentence management, bond payment, inmate (medical) screening and inmate billing.

The JMS shall provide utilities to expunge, merge and perform other booking data management functions.

The JMS shall provide the ability to integrate electronic forms into the booking process and automatically route to supervisors for review and approval when submitted.

The JMS shall provide the ability to assign an inmate a system generated Inmate Number that will be utilized each time the inmate is booked into the system.

The JMS shall generate a Booking Number for each booking that is referenced to the system generated Inmate Number

The JMS shall provide the ability to capture information regarding the inmate including, but not limited to:

- First, middle and last names including hyphenated names
- Date of Birth
- County of Birth
- Demographic information: race, sex, height, weight, hair color, eye color
- Citizenship
- Aliases
- Addresses
- Phone Numbers
- Additional Identification
- Contacts
- Employment/School
- Gang
- Scars/Marks/Tattoos

The JMS shall provide the ability to capture booking information to include:

- Arrival Date/Time
- Booking Date/Time
- Committed by
- Juvenile
- Searched by
- Search Type
- Booking Officer
- Booking notes

The JMS shall provide the ability to capture arrest information to include:

- Arrest Date/Time
- Arresting Agency ORI
- Arrest Location
- Vehicle Disposition
- Blood Alcohol Test Results and Officer

The JMS shall provide the ability to add multiple charges from multiple jurisdictions/agencies.

The JMS shall provide the ability to capture charge information to include:

- Multiple Charges
- Case Number
- Statute
- Statute Description
- Category
- Class
- Offense Date/Time
- Charge Date/Time

<ul style="list-style-type: none"> • Charge Status Date/Time • Charge Status • Charge Disposition • Disposition Date/Time • Dispositioned by • Bond/Bail • Charge Notes 	<p>The JMS shall provide the ability to place holds on the inmate and capture information including:</p> <ul style="list-style-type: none"> • Agency Placing Hold • Contact Name, ID and Phone Number • Expiration Date • Hold Status
	<p>The JMS shall provide the ability to capture information on release of hold including:</p> <ul style="list-style-type: none"> • Release Date/Time • Agency Releasing Hold • Contact Names, ID and Phone Number • Notes
Classification	
	<p>The JMS shall provide a Classification module that classifies inmates via an OJC/configurable scoring method.</p>
	<p>The JMS shall provide the ability to create a custom electronic classification form and set the scoring parameters. The JMS must provide the ability for the jail to modify the Classification form, including changing the scoring method, without any intervention from the JMS vendor.</p>
	<p>The Inmate shall be automatically classified when an officer completes entry of the inmate's responses to the classification questions.</p>
	<p>The Classification module shall provide the ability for supervisor approval and overrides of the automatic classification.</p>
Inmate Property	
	<p>The JMS shall provide the ability to record all property and money received from (or for) an inmate.</p>
	<p>The JMS shall provide the ability to track property that is issued to the inmate by the facility.</p>
Inmate Accounting	
	<p>The JMS shall provide a comprehensive Inmate Trust Accounting module that tracks all inmate money entered into the system, including an accounting of the total amount of money the inmate received and spent.</p>
	<p>The Inmate Trust Accounting module shall be integrated with other modules in the JMS to automatically process inmate transactions from activities such as commissary orders,</p>

medical visits, bookings and other transactions that have an associated monetary transaction.
Inmate Management
The JMS shall provide a module to create and manage inmate scheduling of events such as court dates, medical appointments, classes, etc.
The JMS shall provide functionality to identify and alert users of scheduling conflicts.
The JMS shall provide the ability to track missed and refused events/appointments.
Inmate Privileges
The JMS shall provide the ability to track privileges that the inmate may have or has permanently or temporarily revoked.
The inmate Privileges module shall be able to limit visitation and commissary orders based on specified inmate privileges and track other privileges.
Sentencing
The JMS shall provide the ability to enter data regarding sentencing information per charge including:
<ul style="list-style-type: none"> • Total Sentence including years, months and days • Start Date/Time • Estimated Complete Date/Time • Credit for Time Served • Concurrent or Consecutive Sentence
The JMS shall provide the ability to calculate the estimated sentence end date.
The JMS shall provide the ability to dispose individual charges without triggering the release process.
Release Process
The JMS shall provide the ability to produce a report showing inmates with upcoming release dates.
The JMS shall provide the ability to create a workflow to trigger forms and tasks required to complete the release process.

ADDITIONAL FUNCTIONALITY AND MODULES

In addition to the standard processes such as booking, property intake and release, there are other processes that can be improved such as disciplinary reports, grievances, inventory and personnel tracking. The below table provides specifications for additional functionality and modules.

Commissary (optional)
The JMS Commissary module shall allow orders for the inmates to be entered via keyboard, barcode scanning or bubble sheet reader. Once an order is entered, it shall be exported to the jail's commissary vendor.

<p>The JMS shall also charge the inmate accounts and process items and order returns.</p> <p>The JMS shall provide commissary order history, allow restrictions on the quantity of each item that an inmate can order and tracks items that are out of stock to reduce erroneous orders.</p> <p>The JMS shall include an interface to the jail's commissary vendor.</p>
Disciplinary
<p>The JMS shall have a module for recording in-house inmate offenses, scheduling hearings, recording hearing results, and maintaining a disciplinary history for each inmate.</p>
<p>The JMS shall provide the ability for system administrators to design and manage electronic disciplinary forms.</p>
<p>Disciplinary Reports shall have the ability to be linked to other Disciplinary Deports and Incident Reports in JMS to create a complete case.</p>
<p>The JMS shall provide the ability for Disciplinary Reports to be routed to the appropriate supervisor for review upon submission.</p>
<p>The JMS shall provide an alert to the supervisor that a Disciplinary Report has been submitted for review.</p>
<p>The JMS shall provide the ability for a supervisor to reject a report with reason and comments for correction by the submitting author. The author shall be provided an alert that a report has been rejected by the supervisor.</p>
Document Management
<p>The JMS shall include document imaging capabilities to allow for scanned images, pictures and files to be attached to an inmate's record.</p>
<p>The JMS shall provide access to attachments based on user's security permission.</p>
<p>The JMS document Management capabilities shall also include the ability to attach any standard machine readable file to an inmate record. Users shall be able to attach text files, video files, audio files, data files, raster Image files, vector image files, spreadsheet files, database files and GIS files.</p>
HIP/EIP Management
<p>The JMS shall allow the agency to verify and inmate's eligibility, record approvals and track inmate contacts and program requirements.</p>
Gang Information
<p>The JMS shall provide the ability to track gang affiliations of inmates.</p>
<p>The JMS shall provide the ability to record pictures of gang tattoos, marking, areas of operation, known gang members and leaders and rival gang information.</p>
Grievance Report
<p>The JMS shall provide the ability for Grievance Reports to be entered and tracked through completion.</p>
<p>The JMS shall provide the ability to create an electronic Grievance form.</p>
<p>The JMS shall provide standard reports and the ability to create ad-hoc reports related to grievances.</p>
<p>The JMS shall retain a history of grievances for each inmate.</p>
Incident Report

<p>The JMS shall provide the ability to create and manage electronic Incident Reports without assistance by the vendor.</p>
<p>Incident Reports shall be able to be linked with other reports such as Disciplinary Reports and other Incident Reports in the JMS to create a complete case.</p>
<p>The JMS shall provide the ability for Incident Reports to be routed to the appropriate supervisor for review upon submission.</p>
<p>The JMS shall provide an alert to the supervisor that a Incident Report has been submitted for review.</p>
<p>The JMS shall provide the ability for a supervisor to reject a report with reason and comments for correction by the submitting author. The author shall be provided an alert that a report has been rejected by the supervisor.</p>
Inventory
<p>The JMS shall provide a module with basic inventory capabilities for the accounting of equipment and supplies in inventory or assigned to personnel.</p>
<p>The JMS shall provide the ability for system administrators to categorize items and define lists of goods and services.</p>
<p>The JMS shall provide the ability to interface with an electronic medical records system.</p>
Mugshot
<p>The JMS shall include a Mugshot feature used to record pictures of the inmate and shall include the ability to capture and tag pictures of scars, marks and tattoos.</p>
<p>The JMS Mugshot module must include searching based on physical characteristics, and printing of labels, identification cards and wrist bands.</p>
<p>The JMS Mugshot capabilities shall be embedded in the JMS and not require use or license of third party software.</p>
Personnel (optional)
<p>The JMS shall provide the ability to manage personnel information including:</p> <ul style="list-style-type: none"> • Employee ID • Employee Type • Demographic Information • Photograph • Training History • Certifications • Shift Assignment and Days Off • Email Address • Employee Dates
<p>The JMS shall provide the ability for system administrators to manage roles and security permission for users.</p>
<p>The JMS shall provide the ability to track training for employees including:</p> <ul style="list-style-type: none"> • Courses • Instructors • Dates/Times • Certification expiration
<p>The JMS shall provide the ability to produce reports related to the Personnel module including:</p>

<ul style="list-style-type: none"> • Employees by hire dates • Training by date range
Scheduling
The JMS shall provide the ability to create and manage schedules within JMS.
Schedules shall provide the ability to capture and display the following: <ul style="list-style-type: none"> • Inmate Appointments • Jail Activities • Tasks for Officers
The JMS shall provide the ability to view calendars in hourly, weekly and monthly formats.
Tablet Integration
The JMS shall have the ability to perform certain functions utilizing an Android tablet
Transportation
The JMS shall provide a module to schedule and record transportation of inmates outside of the facility.
The JMS shall provide displays and reports that identify inmate transportation needs.
The JMS shall provide reports to identify inmates currently being transported to various locations.
Visitation
The JMS shall include a module used to identify people who are authorized to visit an inmate and record the actual visitation information.
The JMS shall provide the ability to track and maintain an approved visitor list for each inmate.
The JMS shall provide the ability to track and maintain a list of visitors that are not allowed to visit individual inmates.
The JMS shall produce a visitation log and notify the visitation officer if the visitor is a prior inmate.
The JMS shall provide the ability to scan the Driver's License of visitors for an automatic query to the state to check for wants and warrants.
The JMS shall integrate with video visitation programs such as Securus Video Visitation.
The JMS shall integrate with kiosks to provide inmate information for use with 3 rd party programs.
Web Portal
The JMS shall provide a web portal to allow data sharing with authorized departments and users.
The JMS web portal shall provide access to authorized users including at a minimum: <ul style="list-style-type: none"> • Name/Demographic Information • Booking Data • Arrest Data

<ul style="list-style-type: none"> • Watch Lists • Property • Photos
The JMS web portal solution shall work on iPads, Android tables and smartphones.
The JMS web portal shall provide the ability to manage visitation including at a minimum: <ul style="list-style-type: none"> • Batch Visits • Other Visits (contractors, maintenance, etc) • Professional Visits • Scheduled Visits • Unscheduled Visits • Ban Visitors • Create Visitor Alerts • Monitoring of Booths via Audio and Visual Means • Driver's License Scanning of Visitor • NCIC Checks of Visitor
The JMS shall provide web access to allow public users to retrieve information about inmates in the JMS system.
The public web access shall provide the ability for the public to: <ul style="list-style-type: none"> • Retrieve a list of current inmates • Search inmates by name • Search by booking or release dates • View pictures of inmates • Determine visitation days/times for inmates
Victim Notification
The JMS shall have the ability to interface with VINE (Victim Information and Notification Everyday Systems).
The JMS shall provide the ability to record victim information for each inmate.
The JMS shall record the date and time of each victim notification and whether the notification was via mail or telephone.
Upon inmate release, the JMS system shall notify the officer if the victim has not been contacted.
Interfaces
The system shall have the ability to interface to the state for queries.
The JMS shall have the ability to interface to inmate telephone systems for the generation of PINs and other critical data elements.
The JMS shall have the ability to interface to the Commissary vendor utilized by the agency.
The JMS shall have the ability to interface to LiveScan.
The JMS shall have the ability to interface to VINE.
The JMS shall have the ability to interface to an EMR (Electronic Medical Records) system.
The JMS shall have the ability to interface to inmate trust accounting system.
The JMS shall have the ability to interface with the LIDS/CORIS system

Project Implementation

The Offeror shall provide a sample Project Implementation plan that describes how the system will be delivered, installed and tested.

The Project Implementation plan shall provide a Project Schedule to include:

- Start Date (based on expected award date)
- Project Kick-off
- Business Process Review/Analysis
- Hardware Order/Delivery
- Data Conversion Plan/Analysis
- Install of Software
- Delivery of Documentation
- Training
- System Functional/Acceptance Testing
- System Cutover Plan

The Offeror shall provide recommendation for agency staffing to support this project plan.

The Agency shall have the option to procure hardware based on requirements provided by the Offeror.

The Offeror Project Manager shall provide status reports to the Agency monthly at a minimum.

Training

The Offeror shall provide experienced trainers to provide training and knowledge transfer to the Agency users to ensure successful transition to the new system.

The Offeror shall work with the agency to define a training plan and agenda for training of both system administrators and Agency trainers and provide these to the Agency a minimum of 30 days prior to scheduled training to allow time for scheduling students.

The Training Plan shall define the following:

- Specific Classes to be Conducted
- Content of Class
- Prerequisites for Class
- Duration of Class
- Maximum Number of Students per Class
- Required Equipment for Class Instructor (projector, whiteboard, workstation, etc)

Training shall be conducted in a combination of methods to include:

- On-Site Train-the-Trainer
- Web Based Training Sessions

The Offeror shall provide as built documentation and lesson plans to the Agency in soft copy 14 days prior to training.

The Offeror shall provide permission for the Agency to reproduce the training documentation in compliance with their business practices to be provided to their end users.

The Offeror shall provide follow up training in a mutually agreed manner to the Agency prior to cutover. This training may be web based.

The Offeror shall provide an on-site trainer for cutover to assist the Agency with any training related issues that may arise.

Functional Acceptance/Testing

The Offeror shall demonstrate to the Agency that all functions and options operate as described in the Offeror's proposal.

The Offeror shall have a reasonable time to correct any failures to demonstrate functionality and a retest shall be scheduled.

The process shall continue until all functionality has passed.

The Offeror shall provide a description of how functionality will be demonstrated.

The Agency will not move forward with training until all functionality has passed or there has been a mutually agreed upon decision that the failed functionality will not adversely affect scheduled training.

The Offeror shall be required to work with the agency to execute throughput testing which is defined as the response time of the software from the last keystroke or mouse click to the appearance of the information (i.e. pop-up window appears, first screen appears, etc.) on the workstation.

The Offeror shall provide a description of how load testing will be conducted to verify the software meets the contracted throughput capability.

The Offeror shall have a reasonable opportunity to correct any failures

The Agency requires that the throughput testing failures be retested.

The process shall continue until response times have been verified.

The Offeror shall provide a description of how throughput testing will be accomplished.

Additional Items

The Offeror is encouraged to provide a comprehensive description of those services, technologies and/or value-added proposed enhancements that while unspecified by the Facility, would in the opinion of the Offeror materially enhance the Jail's JMS project or the operation of the Jail's overall operation, specifically or in the aggregate.

The Offeror must include a statement that describes what steps will be taken to ensure the quality of deliverables and what steps will be taken to correct errors or faulty products and documents.

Upon request of the Facility, the vendor or vendors may be required to demonstrate their software solution that is being proposed to the Facility. The demonstration should include (but not limited to) the specified capabilities outlined in the Request for Proposals, additional enhancement not specified that the Offeror believes brings value to their proposal or any other factor the Offeror would like the Jail to consider.

SECTION 7. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The County/WVRJA does not use a numerical or weighted scoring system when evaluating selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. Reasonableness/competitiveness of proposed fee and/or benefits to The County/WVRJA, although The County/WVRJA is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The County/WVRJA reserves the right to negotiate fees and/or benefits to The County/WVRJA with the selected Offeror(s).
- C. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- D. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with The County/WVRJA's contract.
- E. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- F. The quality of Offeror's performance in comparable and/or similar projects.
- G. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.
- H. Offeror's willingness to accept The County/WVRJA's sample contract (Attachment A).

SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4302.2 (A)(4) of the Code of Virginia, selection of the Offeror will be as follows:
 1. The County/WVRJA's designee, shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed

projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters. Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.

2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.
 3. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to The County/WVRJA 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. Should The County/WVRJA 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.
- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of County personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to The County/WVRJA as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of The County/WVRJA. The County/WVRJA reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of The County/WVRJA.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of The County/WVRJA and may or may not be conducted.
- D. The County/WVRJA reserves the right to make multiple awards as a result of this solicitation.

SECTION 9. COOPERATIVE PROCUREMENT.

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Roanoke/WVRJA shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to RFP #2025-013 contains terms and conditions that The County/WVRJA will include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between The County/WVRJA and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the successful Offeror.

END



ATTACHMENT A: SAMPLE CONTRACT

**COUNTY OF ROANOKE, VIRGINIA
SAMPLE CONTRACT BETWEEN COUNTY OF ROANOKE AND
FOR**

This Contract # 2025-013 is dated _____, between The Western Virginia Regional Jail Authority, Virginia, hereinafter referred to as the "WRRJ" or "Owner", and legal name/address of contractor, hereinafter referred to as the "Contractor," Choose an item. .

WITNESSETH:

WHEREAS, Contractor has been awarded this **nonexclusive** Contract by WVRJA for furnishing all equipment, materials, goods, labor, and services necessary for _____ and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

NOW, THEREFORE, THE WVRJA AND THE CONTRACTOR AGREE AS FOLLOWS:

SECTION 1. WORK/ SERVICES TO BE PROVIDED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by WVRJA to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with WVRJA to fully perform the services, provide any materials called for to construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work/Fee Schedule (Exhibit 2).
3. Proposal Submitted by Contractor and dated _____ (Exhibit 3). **(To be provided after selection of Successful Offeror.)**
4. Request for Proposal No. 2025-013, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of WVRJA documents and this Contract will control over any Contractor supplied documents or information.

SECTION 2. CONTRACT AMOUNT.

The County/WVRJA agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work/ Service, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$ _____ as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by WVRJA, and the Contract amount may be decreased by WVRJA's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and WVRJA retains the right of setoff as to any amounts of money the Contractor may owe WVRJA. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of WVRJA and that there is no guarantee of any minimum amount of Work that may be requested by WVRJA and that no Work may be requested.

SECTION 3. TERM OF CONTRACT. –

- A. The term of this Contract shall be for one (1) year, from _____, through _____, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of WVRJA.
- B. By mutual agreement of the parties, the contract may be renewed for up to four (4) additional one (1) year periods of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within ten (10) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within ten (10) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.
- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

SECTION 4. TIME OF PERFORMANCE.

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by WVRJA representative to the Contractor, and the Contractor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with

the Contract Documents and that Contractor will cooperate and coordinate with the other County contractors or employees doing other work or using the area where Contractor is working.

SECTION 5. PAYMENT.

- A. WVRJA and Contractor agree that WVRJA will only pay the Contractor for time actually spent and materials actually provided on the Project requested and accepted by WVRJA. Invoices for services rendered and accepted shall be submitted by Contractor directly to the payment address of the requesting County department/division. Payment of such invoices shall be the responsibility of the department/division.
- B. WVRJA agrees to pay Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract. WVRJA retains the right to setoff as to any amounts of money Contractor may owe WVRJA. A written progress report may be requested by WVRJA to accompany payment request and, if so, such progress report shall detail the work completed. Also, sufficient documentation of all costs, expenses, materials supplies, and/or hours worked may be requested by WVRJA and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to WVRJA, all of which need to be approved and accepted by WVRJA prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received WVRJA, WVRJA will process such payment request. If there are any objections or problems with the payment request, WVRJA will notify the Contractor of such matters. If the payment request is approved and accepted by WVRJA, payment will be made by WVRJA to the Contractor not more than 30 days after such request has been approved.
- C. The terms of this Contract provide for Vendor to remit a certain portion of its gross sales proceeds from sales of Vendor's product on County owned or leased property to WVRJA. County shall have the right to conduct an annual audit of Vendor's revenues as part of a true-up process to ensure

SECTION 6. SALES TAX EXEMPTION.

WVRJA is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for WVRJA's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9. WVRJA's tax-exempt status shall not inure to the benefit of Vendor. Vendor shall be liable for all applicable local, state and federal taxes that may arise or be due under this Agreement.

SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices include F.O.B Destination, inside delivery, unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to County personnel making the request and accepted by WVRJA. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to WVRJA upon receipt and acceptance of such items by WVRJA.

SECTION 8. INSPECTION.

WVRJA shall have a reasonable time after receipt of items / services provided and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to WVRJA do not fully conform to the provisions hereof, WVRJA shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor.

SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.

Contractor agrees that all items provided to WVRJA will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist WVRJA in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of WVRJA, any items, material, equipment, or part of the item that is found by WVRJA to be defective or not in accordance with the terms of this Contract.

SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by WVRJA. Contractor further agrees that the Contractor shall indemnify and hold WVRJA harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, WVRJA may, in WVRJA's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if WVRJA determines it to be appropriate to do so.

SECTION 11. HOLD HARMLESS AND INDEMNITY.

Contractor shall indemnify and hold harmless WVRJA and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near County's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 13. INDEPENDENT CONTRACTOR.

The relationship between Contractor and WVRJA is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 14. REPORTS, RECORDS, AND AUDIT.

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year covered by this Contract. WVRJA, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy,

and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes WVRJA's right to audit and/or examine any of the Contractor's documents and/or data as WVRJA deems appropriate to protect WVRJA's interests.

SECTION 15. INSURANCE REQUIREMENTS.

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by WVRJA within 30 days of the execution of this Contract or as otherwise required by WVRJA's Risk Manager.

SECTION 16. DEFAULT.

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, WVRJA may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, WVRJA may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to WVRJA resulting from Contractor's default. WVRJA further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SECTION 17. NONWAIVER.

Contractor agrees that WVRJA's waiver or failure to enforce or require performance of any term or condition of this Contract or WVRJA's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar WVRJA from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar WVRJA from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

SECTION 18. FORUM SELECTION AND CHOICE OF LAW.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke County Circuit Court, or in the Roanoke County General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts,

regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair and customary meaning as if both parties jointly prepared this Contract.

SECTION 19. SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. NONDISCRIMINATION.

- A. During the performance of this Contract, Contractor agrees as follows:
 - i. 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 or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 21. DRUG-FREE WORKPLACE.

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for 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 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 Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. 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.

SECTION 22. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that WVRJA does not discriminate against faith-based organizations.

SECTION 23. DATA ON CONVICTIONS FOR CERTAIN CRIMES (there may be agreements where this applies to County contracts, too)

The Vendor 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. Upon request by the Schools, Vendor shall provide specific documentation to verify that it has conducted requisite criminal conviction checks on its employees, agents, sub-contractors, and assigns. Schools reserve the right to remove or deny entrance to any employee, agent, sub-contractor, or assign of Vendor when School determines, in its sole discretion, that such person poses a risk to health or safety of others on School property.

The Consultant 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 Consultant 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 Roanoke County and WVRJA. Data and Convictions information will be requested before WVRJA enters a contract / when required.

SECTION 24. ASSIGNMENT.

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of WVRJA, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

SECTION 25. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, including any disputes as to change orders or extra work, shall be submitted, in writing, no later than sixty (60) calendar days after final payment or payment designated as a final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the Board of Supervisors or its designee (hereafter "BOS"). The Contractor may not institute legal action prior to receipt of WVRJA's decision on the claim unless the BOS fails to render such decision within ninety (90) calendar days from submittal of its claim. The decision of the BOS shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 90 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of WVRJA to render a decision within said ninety (90) calendar days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of WVRJA's failure to render a decision within said ninety (90) calendar days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

SECTION 26. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 27. HEADINGS.

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 28. COUNTERPART COPIES.

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 29. AUTHORITY TO SIGN.

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 30. NOTICES.

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed

as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To County/WVRJA: Western Virginia Regional Jail Authority
5885 W. River Road
Salem, Virginia 24153
Email: Andrew.boro@wvarj.org

Copy to: County of Roanoke
Purchasing Division
Attn: Dawn M. Rago, Senior Buyer
5204 Bernard Drive, SW, Suite 300-F
Roanoke, Virginia 24018-2020
Email: drago@roanokecountyva.gov

If to Contractor:
Attn: _____, President/CEO

Email Address: _____
Phone: _____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 31. PROTECTING PERSONS AND PROPERTY.

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect WVRJA's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of WVRJA or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of WVRJA shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 32. CONTRACT SUBJECT TO FUNDING.

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that WVRJA may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by WVRJA. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 33. SUSPENSION OR TERMINATION OF CONTRACT BY COUNTY.

WVRJA, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to WVRJA all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, WVRJA may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to WVRJA for any damages allowed by law, and upon demand of County shall promptly pay the same to County.
2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by WVRJA and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of WVRJA provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and County may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 34. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2–4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

SECTION 35. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock 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 or as otherwise required by law. Contractor 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, to be revoked or cancelled at any time during the term of the Contract. WVRJA may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 36. OWNERSHIP OF REPORTS AND DOCUMENTS.

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to WVRJA and all such items shall become the sole property of WVRJA. The Contractor agrees that WVRJA shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and WVRJA may reproduce, copy, and use all such items as WVRJA deems appropriate, without any restriction or limitation on their use and without any cost or charges to WVRJA from Contractor. Contractor hereby transfers and assigns all such rights and items to WVRJA. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 37. ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

(Full Legal Name of Vendor)

By _____

Printed Name and Title

COUNTY OF ROANOKE, VIRGINIA
ON BEHALF OF THE WESTERN VIRGINIA REGIONAL JAIL AUTHORITY (WVRJA)

By _____

Dawn M. Rago, Senior Buyer

Approved as to execution:

County Attorney/Assistant County Attorney

CONTRACT 2025-013
BETWEEN COUNTY OF ROANOKE AND [VENDOR NAME]
FOR CORE JAIL MANAGEMENT SOFTWARE

EXHIBIT 1: SAMPLE CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

REFERENCE: RFP # 2025-013

INSURANCE REQUIREMENTS SECTION

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 coverages to WVRJA, and such proof has been approved by WVRJA. The Contractor confirms to WVRJA 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 coverages required by this section. WVRJA and its officers, employees, agents, assigns, and volunteers shall be added as an additional insureds, by endorsement, to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing WVRJA of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to WVRJA with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) WVRJA and its officers, employees, agents, assigns, and volunteers are additional insureds by endorsement 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 WVRJA 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, WVRJA'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. WVRJA 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 Western Virginia Regional Jail. 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 WVRJA, their supervisory boards and members thereof, officers, agents, employees and volunteers as additional insureds, by endorsement, 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/WVRJA may possess." A Certificate of Insurance evidencing the additional insured status must be presented to WVRJA 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 WVRJA 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**

- \$2,000,000 each occurrence including contractual liability for specified agreement
- \$5,000,000 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 WVRJA, 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 sole negligence."
- E. The continued maintenance of the insurance policies and coverages required by the Agreement is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Consultant/Contractor for default.
- F. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant/Contractor, and/or its subcontractors, or their insurance carriers. WVRJA does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant/Contractor's interest or liabilities, but are merely minimums. The obligation of the Consultant/Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Consultant/Contractor in the event that WVRJA or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance.
- G. The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".
- H. 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 WVRJA. This policy shall be endorsed to be primary with respect to the additional insured.

- I. 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.

- J. **Claims Made Policies**

If the liability insurance has been issued on a "claims made" basis, the Successful Offeror must either:

- (1) Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Offeror's work; or
- (2) Purchase the extended reporting period endorsement for the policies and provide certificates of insurance and a copy of the endorsement.

BOND REQUIREMENTS SECTION

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

- A. Except in cases of emergency, all bids for construction contracts shall be accompanied by a bid bond from a surety company selected by the bidder, which is legally authorized to do business in Virginia.
- (1) A bid, payment or performance bond for contracts for goods or services other than construction may be required if provided in the Invitation for Bid.
 - (2) The amount of the bid bond shall not exceed five percent (5%) of the total amount of the bid.

- (3) In lieu of a bid bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.
- (4) Upon award of any public construction contract exceeding \$100,000 awarded to any prime contractor, such contractor shall furnish:
 - i. Performance bond in the sum of the contract amount.
 - ii. Payment bond in the sum of the contract amount.
- (5) Performance and/or payment bonds may be required for construction contracts below \$100,000 at the discretion of WVRJA.
- (6) In cases of emergency performance bonds/payment bonds are required within ten (10) calendar days of notice to proceed/project commencement.

END

CONTRACT 2025-013
BETWEEN COUNTY OF ROANOKE AND VENDOR NAME
FOR CORE JAIL MANAGEMENT SOFTWARE

EXHIBIT 2: SCOPE OF WORK/FEE SCHEDULE

REFERENCE: RFP# 2025-013

The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

The final scope of services will be negotiated with the Selected Offeror.

ATTACHMENT B: PROPOSAL RESPONSE AND CHECKLIST

Fully complete the following pages and submit along with Page 2 (Signature Page) of the RFP and all applicable attachments.

I. General Information

Offeror's (Legal Business) Name: _____

Doing Business As (If Different Name): _____

Person to Contact Regarding this RFP (Name): _____

Telephone Number: (____) _____

Email Address: _____

Check type of organization:

Corporation Partnership

Sole Proprietor (Individual) Other (describe) _____

If Sole Proprietor (individually owned), number of years in business: _____

Have you ever operated under another name? Yes No

If yes -

Other name: _____

Number of years in business under this name: _____

State license number under this name: _____

II. Organization of Firm

The Offeror should submit as **Attachment 1** to their proposal, at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

III. Financial Condition of Offeror

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP.

The Offeror shall submit as **Attachment 2**, a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 3(G) of this RFP.

IV. Experience

The Offeror shall submit as **Attachment 3**, all information relating to the vendor's organization, experience and qualifications. Include specific experience and successes within the criminal justice/corrections field. These statements will assist the WVRJA in evaluating each vendor's qualifications and capabilities to perform the services required within this RFP. a narrative of their firm's experience in providing the services and/or items in this RFP, including type of business, business location, and number of years in business.

V. References

Each Offeror should provide as **Attachment 4**, a list of ALL institutions/Jails served in Virginia. If no institutions/Jails in Virginia are currently being served then the Offeror shall provide at least six (6) references with similar operational systems. All references must contain the following information: facility name, address, telephone number, contact person, and date of implementation.

VI. Conditions of Offeror's Proposal

Offeror shall submit as **Attachment 5**, any conditions to the Offeror's proposal or exceptions to the sample contract (Attachment A to the RFP).

VII. Conflict of Interest

Offeror, owner, officer, employees, agents and immediate family members are not now, and have not been in the past year, an employee of The County/WVRJA or has no responsibility or authority with The County/WVRJA that might affect the procurement transaction or any claim resulting therefrom. (Initial above.)

OR

State the complete name and address of each such person and their connection to The County/WVRJA. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 (L) of the RFP, apply to this RFP.

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

VIII. Convictions and Debarment

If you answer yes to any of the following, state on **Attachment 6** the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
 - a. ever been found guilty on charges relating to conflicts of interest?
Yes No

2. a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?
Yes No

- b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?

Yes No

IX. Compliance

If you answer yes to any of the following, give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information on **Attachment 7**.

1. Has your organization:

- a. ever been terminated on a contract for cause?

Yes No

X. Confidential & Proprietary Information

Identify the section and page number of any information in your proposal that has been identified as confidential, proprietary or a trade secret (see Section 4(A) of the RFP).

Page Number	Section	Description of Confidential and/or Proprietary Information
-------------	---------	--

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event The County/WVRJA must respond to a Freedom of Information Act request. The redacted copy of Offeror's proposal shall be provided on USB Drive or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be labeled as such. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

Attachments:

The following items should be included with your RFP response. Place a check mark on the line next to each applicable item submitted with your proposal. Write N/A (not applicable) on the line next to those items that do not apply to your response.

Offerors must submit one (1) unbound original and Five (5) full copies of their proposal response.

Signature Page (Pg. 2) of RFP _____

Direct Contact with Students Form N/A

Removable Media Containing
Redacted Version of Proposal _____

Attachment B (Proposal Response
And Checklist) to RFP 2025-013 _____

1. Organization of Firm _____
2. Financial Reports _____
3. Experience _____
4. References _____
5. Conditions of the Proposal (If Applicable) _____
6. Debarment Explanation (If Applicable) _____
7. Compliance Explanation (If Applicable) _____