



## Martinsville City Jail

55 W Church Street  
Martinsville, VA 24112

### Request for Sealed Proposals

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Issue Date: **October 28, 2016, Reissued on December 7, 2016**

Title: **Security Control System Upgrade**

Location: **55 W. Church Street, Martinsville Virginia 24112**

The Martinsville City Jail is requesting sealed proposals for the provision of obtaining a Security Control System. It is the expectation that the interested companies have significant experience working in detention or high security environments managing retrofit and renovation projects in occupied and operational facilities, to **install the Security Control System, if possible, by June 30, 2017**, and then a year to year contract with renewals for system maintenance. The Martinsville City Jail has determined to issue a Request for Proposals for this solicitation rather than an Invitation to bid, because it is not practicable or fiscally advantageous to use competitive sealed bidding due to the fact that it is not practicable to write specifications for a security system since the systems offered are different, and an important factor is the quality of services to maintain the system once it is installed.

**Sealed Proposals for this RFP will be received until 2:00 p.m. Wednesday, February 22, 2017**, in the Purchasing Department, City of Martinsville, 990 Fishel Street, Martinsville Virginia 24112. There will not be a formal opening. Only the names of those submitting proposals will be revealed. Proposals may be hand delivered, or sent by UPS or FedEx to the 990 Fishel Street address or sent by postal mail to the City of Martinsville Purchasing Department, P O Box 1112, Martinsville, Va. 24114-1112. Proposals received after 2:00 p.m. on February 8, 2017, will not be considered. Place "Security Control System Upgrade" in the lower left hand corner of the envelope along with the due date of 02/08/17 2:00 p.m. The tentative date for Drawing files or PDF files to be issued will be Friday, December 16, but could be later. **12/29/16 The new tentative date for files to be issued is Tuesday, January 3, 2017.**

**A Mandatory Pre-proposal Conference was held on Tuesday, November 15, 2016 at 9:30 a.m., at Martinsville Sheriff's Office, 13 S. Moss Street, Martinsville, Virginia 24112.** This was the Proposer's opportunity to ask questions and to tour the facility. All prospective vendors were required to visit and examine the job site as a requirement to submit a proposal.

If you receive a copy of this Request for Proposal from a source other than the Issuing office, contact the Issuing office and provide your name, address, telephone number. You will be added as a Vendor of record and will receive any addenda to this RFP.

Karen Mays, Purchasing Manager  
[kmays@ci.martinsville.va.us](mailto:kmays@ci.martinsville.va.us)

and

Robin Legus, Senior Buyer  
[rlegus@ci.martinsville.va.us](mailto:rlegus@ci.martinsville.va.us)

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

Karen Mays, Purchasing Manager  
[kmays@ci.martinsville.va.us](mailto:kmays@ci.martinsville.va.us)

**Where to submit Proposals:**

City of Martinsville Purchasing Dept.  
Attn: Karen Mays, Purchasing Manager  
P.O. Box 1112  
Martinsville, VA 24114-1112

Or

City of Martinsville Purchasing Dept.  
Attn: Karen Mays, Purchasing Manager  
990 Fishel Street  
Martinsville, Va. 24112-3248

**Electrical Contractors:**

Washington Electric, Randy Washington owner at 276-358-0870  
Triangle Electric, Charlie Bradshaw owner at 276-957-2281

## Martinsville City Jail Schedule of Events

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1. Post RFP – City’s website <http://www.martinsville-va.gov/> Friday, October 28, 2016
2. **Mandatory** Pre-proposal Conference **November 15, 2016 at 9:30 a.m.**
3. Deadline for Questions **Wednesday, February 15, 2017**
4. Last Addendum to be issued **Tuesday, February 14, 2017**
5. RFP responses due at 2:00 PM **February 22, 2017**
6. Interview with Selected Offerors TBD
7. Receive Best and Final from shortlisted Offerors TBD
8. Notify contractor of selection TBD
9. Process Contract TBD

# **REQUEST FOR PROPOSALS SECURITY CONTROL SYSTEM UPGRADE**

## **I. PURPOSE:**

The intent and purpose of this Request for Proposals (RFP) and resulting contract is to solicit proposals from qualified Offeror(s), to provide a **Security Control System to the Martinsville City Jail.**

## **II. BACKGROUND:**

The City of Martinsville is the governing body for the Martinsville City Jail; the jail has an average daily inmate count of 85 and an annual operating budget of \$1,965,019.94. The inmates consist of both male and female adults with the following statuses: pre-trial, post-trial, and convicted and waiting transfer to state institutions.

## **III. OBJECTIVES OF RFP:**

To replace and install a Security Control System that will meet the ongoing security needs of the Martinsville City Jail and to rectify current system issues.

Currently, the Martinsville City Jails electronic security system was upgraded and installed by United Security with Honeywell equipment in 1997 and 2005. The system installed consists of analog cameras, Digital Video Recorders, point and click monitors, and door controllers. The ESS is in use 24 hours per day 365 days per year. Operators control movement throughout the facility by use of point and click monitors to open and close doors and monitor video surveillance inside and outside. These systems are run on computer servers utilizing a Windows 2008 R2 operating system. The staff has to constantly reboot the computer system in order to resume operations. There are also numerous blind spots within the video surveillance system.

The existing data cabinets were installed in 1997 and 2005 and contain control wiring that is not labeled and disorganized. Although the Security System was updated in 2005 the original data cabinets still have active data connections inside. This could result in security system failures or extended time in resolving security system trouble.

## **IV. SCOPE OF SERVICES**

This project consists of replacing the integrated security control system for the Martinsville City Jail facility by a qualified Security Control System Contractor with relevant experience with security systems in corrections.

As the prime contractor, the Security Control System Contractor will also be responsible for the project schedule, coordination with the Owner for access to the facility, managing all subcontractors, conducting bi-weekly meetings, utilizing an onsite superintendent for the duration of the project, complying with all federal, state and local laws, ordinances, and guidelines. The Security Control System Contractor will be responsible for all on site safety requirements.

It is the expectation that interested companies have significant experience working in detention or high security environments managing projects in occupied and operational facilities with multiple team members to accomplish all required trades.

#### Replace Electronic Security Equipment, CCTV System with New

1. Upgrade existing Electronic Security System Head-end equipment, point and click monitors, UPS and controls,
2. Utilize IP based system
3. Replace analog cameras and coax cables with new IP cameras and Cat-6 cables.
4. Upgrade operating system with latest Windows version and include video management software to reduce video storage size.
5. Add adequate number of IP cameras with Cat-6 cable to resolve blind spots with additional coverage for the parking lot
6. Replace intercom controllers with new
7. Organize and label existing cabling in cabinets

#### **V. QUALIFICATIONS OF OFFERORS:**

To be considered for award of this contract, the Offeror should meet the following minimum qualifications:

1. The offeror should provide a list of all current security control system integration contracts.
2. The offeror should provide a list of all projects held during the past 5 years, with the projects in the Commonwealth of Virginia highlighted. The list is to include facility name, address, telephone number, as well as facility contact person's name, title, email address, total project cost, offeror's contract amount, completion date, list of employees involved in the completion of the project.
3. The offeror should have the ability and commitment to have the security control system installed and operational no later than June 30, 2017.
4. The offeror should have a sufficient number of trained and manufacturer-certified technicians to provide routine and emergency repair services 24 hours per day, year round for each product line provided as part of the security control system upgrade.
5. The offeror shall certify that is has the competence, business organization and financial resources to successfully perform the contemplated work.

#### **VI. PERMITS AND LICENSES:**

Offeror shall currently be in full compliance with and shall maintain compliance with all federal, state, and local laws and regulations relating to the operation of offeror's business and have obtained and shall maintain at no cost to the Martinsville City Jail, all licenses and permits which are required for the provision of services to the Martinsville City Jail. The successful offeror should contact the Commissioner of Revenue at 276-403-5133 for details.

Offeror shall verify that all Permits are in full force and effect and that the offeror's facility is in full compliance with the terms and conditions of that permit.

Offeror shall verify, in writing, that it has not received any citations, notices or other correspondence from the Commonwealth of Virginia relating to any violations or potential violations under that permit. Offeror shall give the Martinsville City Jail notice of any action which jeopardizes the continued validity of such permit within five days of such action.

Offeror shall be a registered, bonded contractor, licensed to do business in the Commonwealth of Virginia.

Workers to be employed in the performance of this contract will possess the qualification, training, licenses and permits required within the City of Martinsville to provide services to the Martinsville City Jail.

## **VII. PROPOSAL SUBMISSION:**

Response Deadline: All responses shall be in a sealed envelope or package and clearly marked: "**Security Control System Upgrade**" Martinsville City Jail. Attention Karen Mays, Purchasing Manager. All responses shall be received no later than **2:00 PM** local prevailing time on **Wednesday, February 22, 2017. Proposal pricing must be valid/firm for a minimum of 60 days.**

In order to be considered for selection, respondents should submit the following:

1. Eight (8) copies of each response, one (1) original (marked as such) and 7 copies. The original and six (6) copies are to be bound. One copy shall be an unbound copy suitable for duplication.
2. A CD with all response documents in searchable format (Microsoft Word or Adobe Acrobat). If the proposal contains proprietary information, then submit one (1) extra CD without the proprietary information.  
*Proprietary and Confidential information should be clearly marked.*
3. References – Form A.
4. Completed Authorization to do Business in Virginia – Form B.
5. Contractor Information – Form C.
6. Notice of Confidential & Proprietary Information – Form D.
7. Signature page signed in ink – Form E.
8. Proposal Form – Form F.
9. Price/s.
10. A completed and signed W-9 form.
11. Copy of business license.
12. Proof of insurance.
13. Resumes of individuals assigned to this project.
14. List of manufacture's affiliation relevant to the products and equipment proposed, current letters from the manufacturers and a list of jobs where used.
15. Written warranty of workmanship and materials.
- 16. Bid, Performance & Payment Bonds are not required.**

**Submit RFP's to:** Hand deliver, mail or send by UPS or FedEx to:  
City of Martinsville Purchasing Dept.  
990 Fishel Street.  
Martinsville, VA 24112-3248  
Attention: Karen Mays, Purchasing Manager

**Fax and email proposals will not be accepted.**

- **RESPONSES SHALL BE RECEIVED BY THE PURCHASING DEPARTMENT ON OR BEFORE THE DUE DATE AND TIME TO BE CONSIDERED ON TIME. Proposal pricing and information must be valid/firm for a minimum of 60 days.**
- It is the responsibility of the offeror to ensure that the completed proposal is delivered within the proper timeframe to the correct location. Proposals received after the specified time or to the wrong location within the City will not be considered.
- Proposals shall be made and submitted in the format provided by the Martinsville City Jail. In addition to the RFP requirements, any additional information the Offeror feels appropriate may be added as an appendix to the RFP.
- Proposal should address each item listed in the "Scope of Services" section of this document.
- Offeror is responsible for delivery and receipt of Request for Proposal on or before the specified time. Proposals received after the specified time will not be considered.
- Each proposal should be prepared simply and economically, providing a straightforward and concise description of the offeror's approach and ability to meet the Martinsville City Jail's needs, as stated in this RFP.
- Each offeror will be responsible for all costs and expenses incurred in preparation of his/her proposal, and in no event will the Martinsville City Jail be responsible or liable for any costs or expenses due.
- The Martinsville City Jail advises the all Proposals submitted in response to this RFP will become the property of the City of Martinsville and will not be returned.
- Receipt of your proposal by the Martinsville City Jail is not to be construed as an award or an order to ship.
- Each proposal is received with the understanding that the acceptance in writing by Martinsville City Jail of the offer to furnish any or all of the goods and services described therein, shall constitute a contract between the offeror and the Martinsville City Jail, which shall bind the offeror to furnish and deliver the goods and services quoted at the prices stated and in accordance with the conditions of the accepted proposal; and Martinsville City

Jail on its part to order from such offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and services specified and delivered.

## **VIII. PROPOSAL FORMAT:**

### **Tab 1:**

#### **A. A Transmittal Letter:**

This letter is to be a brief letter, addressed to the Captain of Operations, Martinsville Sheriff's Office, which provides the following information:

1. Name and address of the contractor;
2. Name, title, email address and telephone number of the contact person for the Offeror;
3. A statement that the proposal is in response to this RFP; and
4. The signature, typed name and title of the individual who is authorized to commit the contractor to the proposal.
5. The completed Signature Page – Form F.
6. Copy of the business license and completed license information above.
7. Proof of insurance.

### **Tab 2:**

#### **A. Introduction**

#### **B. Company Profile:**

1. Date organized to provide security control system engineering and installation to correctional facilities;
2. Corporate background and depth of support, i.e. number of employees, number of years doing business;
3. Describe current contracts or business with other correction institutions, i.e. client, date of original contract, and type/size;

#### **C. Company achievements in providing security control system engineering installation services.**

#### **D. Corporate office organizational structure; and**

#### **E. Statement of Warranties on equipment.**

### **Tab 3:**

#### **Operational Requirements:**

All proposals should clearly define;

#### **A. Description and explanation of all services offered.**

#### **B. Plan of Operations**

- a. Procedures and schedule for installation of the security control system;
- b. Procedures for maintaining the security control systems and equipment;
- c. Samples of touch screen displays;
- d. And a description of the security control system requirements and options;

#### **C. Procedures for dealing with complaints about the security control system;**

#### **D. Outline of the user interface and system maintenance training for the Martinsville City Jail staff; and**

#### **E. Plans for a smooth transition of services from the current security control system.**

### **Tab 4:**



- A. References for similar projects. Include the facility name, address, and telephone number, as well as the facility contact person's name, title, email address, total project cost, offeror's contract amount, completion date, list of employees involved in the completion of the project.
- B. A list of all projects held during the past 5 years, with the projects in the Commonwealth of Virginia highlighted. The list is to include facility name, address, telephone number, as well as facility contact person's name, title, email address, total project cost, offeror's contract amount, completion date, list of employees involved in the completion of the project. List should include all current security control system integration contracts.
- C. A list of manufacturer's affiliation relevant to the products and equipment required for this job.
- D. A current letter from each associated manufacturer stating that the offeror is a factory trained, fully authorized distributor and certified installer of their complete line of products and equipment.
- E. A list of jobs where the offeror has used this manufacturer's product and equipment.

**Tab 5:**

- A. References – Form A
- B. Completed Proof of Authority to transact Business in Virginia – Form B
- C. Contactor information – Form C
- D. Notice of Proprietary Information – Form D
- E. Signature page signed in ink – Form E
- F. A completed and signed W-9 form
- G. Copy of business license
- H. Proof of insurance
- I. Resumes of individuals assigned to this project
- J. Written two (2) year warranty of workmanship and materials

**Tab 6:**

- A. Completed Proposal Form with Prices – Form F
- B. Maintenance Service Contracts available, (after expiration of warranties) for additional years.

**IX. SELECTION AND EVALUATION:**

The selection of a proposal shall be at the sole discretion of the Martinsville City Jail. Selection shall be based on the evaluation of all the information Martinsville City Jail may request. The Martinsville City Jail reserves the right to accept or reject any or all proposals and to waive any informality. The criteria used for selection is as follows:

**a. Experience and Qualifications:** \_\_\_\_\_

- The ability, capacity, skill, reputation and experience of the firm to perform the contract or provide the services required:
- The quality of performance on previous contracts or services in correctional facilities preferably in the Commonwealth of Virginia. Including:
  - Whether projects were completed on schedule;

- Whether projects were completed within budget;
- Quality of Service and;
- Quality of finished project
- Capability and experience of Project Manager and project staff in installing and/or upgrading the security control systems in correctional facilities;
  - Firm shall provide resumes of individual(s) to be assigned to project, with emphasis to be placed on experience with renovation and construction of similar size and type of facilities.

**b. Implementation of Service:** \_\_\_\_\_

- Time frame in which the upgrade can be completed, based on the phasing schedule provided, without undue delay or interference;
- Response to Operational Requirements (Tab 3);
- User interface and system maintenance training;
- Capability of the offeror to service and maintain each component of the security control system and;
- The distance from the nearest service facility to the Martinsville City Jail

**c. Proposal Requirements:** \_\_\_\_\_

- Quality of proposal;
- Overall strength of proposal submitted by firm specifically addressing the Martinsville City Jail's needs and objectives as expressed in this request for proposal;
- Demonstration as to the offeror's understanding of the requirements for the upgrade of the security control systems at the Martinsville City Jail;
- Extent to which the proposed solution meets the functional requirements of the request for proposal as stated in the scope of work.

**d. Price:** \_\_\_\_\_

- The Base Proposal Price;
- Warranties;
- Maintenance fees;
- Service contract cost and length of years.
- Payment terms.

**X. AWARD OF CONTRACT:**

Selection may be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the criteria stated in this Request for Proposal. Negotiations may then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. Martinsville City Jail reserves the right to request a best and final offer (BAFO) from shortlisted offerors. The Martinsville City Jail shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

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

**XI. CONTRACT TERMS:**

The contract incorporates by reference and in order of precedence all terms and conditions of this Request for Proposal, amendments to the RFP, the contractor's proposal, as negotiated, and Purchase Order. The contractor shall be required to comply with the provisions of the RFP and with the provisions of its proposal. If there are any differences in the provisions contained in the RFP specifications and those in the written proposal, all provisions contained in the RFP specifications should be mandatory as stated unless the Martinsville City Jail, at its option, selects any of the provisions of the offeror's written proposal.

**XII. PRODUCT DISCONTINUANCE:**

In the event that a manufacturer discontinues a product and/or model, the Martinsville City Jail may allow the Offeror to provide a substitute for the discontinued product or may cancel the contract. If the Offeror requests permission to substitute a new product or model, it should provide the following to the Martinsville City Jail:

- A. Documentation from the manufacturer that the product or model has been discontinued.
- B. Documentation that names the replacement product or model.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original RFP.
- D. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This does not apply to catalog items not specifically listed on any resultant contract.

**XIII. PROPOSED PRODUCTS AND EQUIPMENT:**

Offeror shall provide a list of manufacturer's affiliation relevant to the products and equipment required for this job. Offeror shall also submit a current letter from each associated manufacturer stating that the offeror is a factory trained, fully authorized distributor and certified installer of their complete line of products and equipment. Provide a list of jobs where the offeror has used this manufacturer's product and equipment.

**XIV. SEVERABILITY:**

In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**XV. TERMINATION OF CONTRACT FOR CAUSE:**

If Offeror's usual operations are interrupted delayed or postponed by reason of acts of God, strikes, lockouts or other industrial disturbances, war, blockades, riots, arrests, explosions, fires, accidents to machinery, or other causes not within the control of the Offeror. Offeror shall not be liable in damages for such interruption, postponement or delay. In the event of such interruption, postponement or delay, Offeror shall take whatever measures it deems appropriate to obtain service for the Martinsville City Jail, including but not limited to, contracting with other companies for the needed services. Should it be necessary for the Offeror to provide substitute services for a period of fifteen (15) consecutive days, the Martinsville City Jail may terminate the Agreement. Such termination shall be effective immediately or at such reasonable date as may be necessary to permit the Martinsville City Jail to obtain an alternate source of service.

The Martinsville City Jail reserves the right to terminate the contract upon ten (10) day's notice at any time for default, negligence or unsatisfactory service. In the event of termination pursuant to this clause, the Martinsville City Jail may procure upon such terms and in such manner as the Martinsville City Jail deems appropriate, services similar or substantially similar to those terminated and the Offeror will be liable to the Martinsville City Jail for any excess cost incurred. The Offeror shall not be entitled to lost profits or any further compensation not earned prior to the termination of the contract.

Upon partial termination, the Offeror will continue the performance to the extent not terminated. The rights and remedies of the Martinsville City Jail under this clause are not exclusive and are in addition to any other rights or remedies provided by law.

**XVI. TERMINATION OF CONTRACT WITHOUT CAUSE:**

The Martinsville City Jail reserves the right to cancel with or without cause all awarded contracts with 30 days written notice by email and/or certified mail to the Offeror.

## **ADDITIONAL CONTRACT TERMS AND CONDITIONS**

### **1. Annual Appropriations:**

It is understood and agreed that any service contract shall be subject to annual appropriations by the City of Martinsville. Should the City fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should the City of Martinsville fail to make annual appropriations for this contract.

### **2. Proposal Addendums:**

A person authorized to bind the Vendor and returned prior to the date established for receipt of proposals or included with the proposal submitted should sign all addendums issued by the Martinsville City Jail. By doing so, vendor acknowledges receipt of the addendum and assures full compliance with the addendum. The addendum becomes a part of the proposal package and supersedes original scope of services that are changed by the addendum.

### **3. Proposal Documents:**

These terms and conditions shall also become part of the contract documents and shall be binding upon the Offeror to whom award is made.

### **4. Cancellation of Proposals:**

The Martinsville City Jail reserves the right to cancel the Request for Proposal, and to reject any or all proposals in whole or in part whenever the Purchasing Manager or designee determines that such action is in the best interest of the Martinsville City Jail. The Martinsville City Jail may also waive any minor informalities or irregularities in any proposal where such action serves the Martinsville City Jail's best interest.

### **5. Compensation:**

The Offeror shall be required to submit a complete itemized invoice on each delivery or service, which he may perform under the contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

### **6. Service Contract Period**

The deadline for the equipment installation is **approximately** June 30, 2017. **A warranty explanation for all equipment should be detailed in this request by the offeror.** Once the warranty period has expired for equipment, a detailed service maintenance contract with pricing is necessary, and should be part of this proposal. Once the Martinsville City Jail elects to exercise the option to renew this service maintenance contract for additional one year periods, negotiations between the Jail and the Successful Offeror may take place. The City reserves the right to cancel any service contract at any time with a 60 day written notice.

The Contractor shall give the Martinsville City Jail's Purchasing Manager written notice of its intention to terminate the service contract, or not to renew the contract, at least 60 days prior to the proposed termination or renewal date of the contract.

**7. Collusion:**

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section §59.1-9.1 through §59.1-9.17 or Sections §59.1-68.6 through §59.1-68.8 of the Code of Virginia.

**8. Conditions of Proposal:**

- a. Each Offeror is responsible for informing himself fully of the conditions relating to the project. Failure to do so will not relieve a successful Offeror of his obligation to perform as per the provisions of the contract.
- b. After proposal opening, all proposals submitted and not withdrawn pursuant to paragraph c shall be binding and may not be withdrawn for a period of 180 calendar days.
- c. The procedure for Proposal withdrawal shall be stated as follows: The Offeror shall submit to the Purchasing Manager his original work papers, documents, and materials used in the preparation of the proposal within two (2) days after the date fixed for opening of proposals. The work papers shall be delivered by the Offeror in person or by registered mail. Such mistake shall be proven only from the original work papers, documents, and materials delivered as required herein.

**9. Contractual Disputes:**

Contractual claims, whether for money or other relief, shall be submitted by the Vendor in writing no later than sixty days after final payment; however, written notice of the Vendor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Jail Authority shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless the Vendor appeals within six months of the date of the final decision by instituting legal action as provided in the Virginia Public Procurement Act.

**10. Contract Extensions:**

The Martinsville City Jail reserves the right to offer contract extensions to successful Offerors with no increase in price or with negotiated pricing as specified within the proposal package.

## **11. Controlling Law; Venue:**

This contract is made, entered into, and shall be performed in the City of Martinsville, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this RFP, its interpretations, or its performance shall be litigated only in the Martinsville General District Court or the Martinsville Circuit Court.

## **12. Default:**

1. If the Successful Offeror is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the Martinsville City Jail may consider the Successful Offeror to be in default. In the event of default, the Martinsville City Jail will provide the Successful Offeror with written notice of default, and the Successful Offeror will be provided twenty (20) calendar days to provide a plan to correct said default.
2. If the Successful Offeror fails to cure said default within twenty (20) days, the Martinsville City Jail, among other actions, may complete the system through a third party, and the Successful Offeror shall be responsible for any amount in excess of the agreement price incurred by the Martinsville City Jail in completing the system to a capability equal to that specified in the contract.

## **13. Discussion of Exceptions to the RFP:**

The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.

## **14. Drug-Free Workplace to be Maintained by the Vendor (Code of Virginia, Section §2.2-4312):**

1. During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub Vendor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a

Vendor in accordance with the Virginia Public Procurement Act, 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.

**15. Employment Discrimination by Vendor Prohibited:**

During the performance of this contract, the Vendor agrees as follows (Code of Virginia, Section §2.2-4311):

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

**16. Employment of Illegal Aliens:**

The Vendor does not, and shall not during the performance of this contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**17. Ethics:**

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



**18. Federal Identification Number:**

The Vendor's federal identification number (or social security number if an individual) is to be listed on page 27.

**19. Insurance Requirements:**

The Successful Offeror shall maintain insurance to protect itself and the City of Martinsville and Martinsville City Jail from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any sub-Vendor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications.

Certified copies of the insurance policies or other evidence of current coverage reasonably satisfactory to the City of Martinsville and Martinsville City Jail shall be delivered to the City of Martinsville Purchasing Manager.

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City of Martinsville; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Comprehensive General Liability Insurance: The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Martinsville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000 per occurrence on bodily injury and property damage and \$1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

- Comprehensive
- Premises – Operation
- Products/Completed Operations Hazard
- Contractual Insurance
- Underground Hazard
- Explosion & Collapse Hazard

Independent Contractor and Subcontractor  
Broad Form Property Damage  
Personal Injury  
Builders Risk

Automobile liability insurance minimum combined single limits of \$1,000,000 for any one person and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles  
Non-owned Vehicles  
Hired Vehicles

Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

All policies shall name the City of Martinsville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

**20. Indemnification:**

Under this contract, the successful Offeror agrees to indemnify, defend and hold harmless the City of Martinsville and Martinsville City Jail, its officers, Managers and employees 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, or the use of any services or materials furnished (or made available) by the successful Offeror, provided that such liability is not attributable to the Jail's sole negligence. The Vendor shall notify the Martinsville City Jail of any suit, claim, demand, loss or action made or filed against the Vendor immediately upon the Vendor's receipt or learning of it.

The owner will not agree to any limitation of damages, waiver of incidental or consequential damages, or indemnification clauses in the contract resulting from this procurement. By submitting a proposal, the proposer agrees not to request such clauses in the resulting contract.

**21. Laws and Regulations:**

All applicable state laws and Martinsville City Jail rules and regulations of the authority having jurisdiction over the project/contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full herein.

**22. Minority and Women-Owned Businesses:**

The City of Martinsville and Martinsville City Jail welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the Jail. The City of Martinsville and Martinsville City Jail actively solicits both small business, women-owned and minority businesses to respond to all Requests for Proposals. All formal solicitations are posted on the City's website <http://www.martinsville-va.gov>.

**23. No Discrimination against Faith-Based Organizations:**

The City of Martinsville and Martinsville City Jail does not discriminate against faith-based organizations as that term is defined in Virginia Code Section §2.2. - 4343.1.

**24. Non-Waiver:**

The failure of Vendor or the Martinsville City Jail to exercise any right, power or option arising under this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by Vendor or the Martinsville City Jail of their rights at any time thereafter to require exact and strict compliance with all the terms hereof.

**25. Offeror's Performance:**

1. The Offeror agrees and covenants that its Managers and employees shall comply with all City, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
2. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Offeror shall cooperate with Jail officials in performing the contract work so that interference with normal program will be held to a minimum.
4. The Offeror shall be an independent Vendor and shall not be an employee of the Martinsville City Jail.

**26. Ownership of Deliverable and Related Products:**

The selected Offeror shall be expressly prohibited by the terms of any contract

resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.

This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches in the best interest of the Jail.

**27. Payment of Sub-Vendors:**

The Vendor agrees to take one of the two following actions within seven days after receipt of amounts paid to the Vendor under this contract for work performed by a sub-Vendor under this contract:

- a. Pay the sub-Vendor for the proportionate share of the total payment received by the Vendor attributable to the work performed by the sub-Vendor under this contract, or
- b. Notify the City and the sub-Vendor, in writing, of the Vendor's intention to withhold all or part of the sub-Vendor's payment with the reason for nonpayment. The Vendor shall pay interest to the sub-Vendor on all amounts owed by the Vendor that remain unpaid after seven days following receipt by the Vendor of payment for work performed by the sub-Vendor under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the City, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

The Vendor shall include in each of its subcontracts a provision requiring each sub-Vendor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered sub-Vendor.

**28. Record Retention/Audits:**

The Successful Offeror shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Offerors proposal and any contract awarded pursuant to this Request for Proposals. Such records shall include but not be limited to all paid vouchers including those out-of-pocket expenses; other reimbursement supported by invoices, including Offeror copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the Martinsville City Jail on demand and without advance notice during the Successful Offeror's normal working hours.

Jail personnel may perform in-progress and post-audits of Offerors records as a result of a contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

**29. Severability:**

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

**30. Subcontracts:**

No portion of the work shall be subcontracted without prior written consent of the Martinsville City Jail. In the event that the Vendor desires to subcontract some part of the work specified in the contract, the Vendor shall furnish the Jail the names, qualifications, and experience of the proposed sub-Vendors. The Vendor shall, however, remain fully liable and responsible for the work to be done by his/her sub-Vendor(s) and shall assure compliance with all the requirements of the contract

**31. Taxes:**

1. The Offeror shall pay all county, city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the Jail and the Offeror, as the taxes shall be an obligation of the Offeror and not of the Jail, and the Offeror shall hold the Jail harmless for same.
2. The Martinsville City Jail is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

**32. Termination of Contract:**

1. The City of Martinsville and/or Martinsville City Jail reserves the right to terminate the contract/purchase order immediately in the event that the Successful Offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by the Martinsville City Jail.
3. Notwithstanding anything to the contrary contained in the contract/purchase order between the Jail and the Successful Offeror, the Jail may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause with 90 days written notice to the Offeror.
4. If the termination clause is used by the Jail, the Offeror will be paid by the Jail for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date set in the written termination notice.

### **33. Use of Contract by Other Political Jurisdictions:**

The Offeror is advised that the resultant contract may be extended with the authorization of the Offeror, and subject to receipt of necessary approvals to other public bodies of the Commonwealth of Virginia to permit their ordering of supplies at the prices and terms of the resultant contract. If either of such localities decides to use the resultant contract, the Offeror should deal directly with such locality concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The Martinsville City Jail acts only as the Contracting Manager for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of a proposal. It is the awarded Offeror's responsibility to notify the jurisdictions and political subdivisions of the availability of the contract(s).

Each locality has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that locality. The Martinsville City Jail shall not be held liable for any costs or damages incurred by another jurisdiction as result of any award extended to that jurisdiction or political subdivision by the awardee.

### **34. Authorization to Transact Business In Virginia:**

If the Vendor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or is registered as a registered limited liability partnership, the Vendor agrees that during the performance of the contract it is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

### **35. Virginia Freedom of Information Act and Virginia Public Procurement Act:**

All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act and the Virginia Public Procurement Act.

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed,

but prior to award, except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a bidder, offeror or Vendor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or Vendor should invoke the protections of this section prior to or upon submission of the data or other materials, and should identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

**36. Payment Terms:**

The City of Martinsville generally pays within 45 days of receipt of invoice (net 45).

**FORM A**  
**REFERENCES**

1. Facility name: \_\_\_\_\_

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

Contact name and title: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Email: \_\_\_\_\_

Time Period: \_\_\_\_\_ Total project cost: \_\_\_\_\_

Offeror's contract amount: \_\_\_\_\_ Completion date: \_\_\_\_\_

List of employees involved in the completion of the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Facility name: \_\_\_\_\_

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

Contact name and title: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Email: \_\_\_\_\_

Time Period: \_\_\_\_\_ Total project cost: \_\_\_\_\_

Offeror's contract amount: \_\_\_\_\_ Completion date: \_\_\_\_\_

List of employees involved in the completion of the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Facility name: \_\_\_\_\_

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

Contact name and title: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Email: \_\_\_\_\_



Time Period:\_\_\_\_\_ Total project cost:\_\_\_\_\_

Offeror's contract amount:\_\_\_\_\_ Completion date:\_\_\_\_\_

List of employees involved in the completion of the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Facility name:**\_\_\_\_\_

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

Contact name and title:\_\_\_\_\_

Telephone number:\_\_\_\_\_ Email:\_\_\_\_\_

Time Period:\_\_\_\_\_ Total project cost:\_\_\_\_\_

Offeror's contract amount:\_\_\_\_\_ Completion date:\_\_\_\_\_

List of employees involved in the completion of the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Facility name:**\_\_\_\_\_

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

Contact name and title:\_\_\_\_\_

Telephone number:\_\_\_\_\_ Email:\_\_\_\_\_

Time Period:\_\_\_\_\_ Total project cost:\_\_\_\_\_

Offeror's contract amount:\_\_\_\_\_ Completion date:\_\_\_\_\_

List of employees involved in the completion of the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional pages may be added as necessary.

**FORM B**

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

***THIS FORM SHOULD BE SUBMITTED WITH YOUR BID/PROPOSAL IN ACCORDANCE WITH THE TERMS AND CONDITIONS, TITLED “STATE CORPORATION COMMISSION”. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL***

The undersigned offeror:

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

*PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.*

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

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

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

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

Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Superintendent or his designee. If this bid/proposal for goods or services is accepted by the Hampton Roads Regional Jail, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**FORM C**

**CONTRACTOR INFORMATION**

Each offeror submitting a bid in response to this Request for Proposal shall provide the following information:

Virginia Contractor License No. \_\_\_\_\_

Class: \_\_\_\_\_ Specialty Codes: \_\_\_\_\_

**Security Contractors:**

Any business that sells, monitors, installs, services and/or monitors electronic security equipment in the Commonwealth of Virginia should be licensed by the Virginia Department of Criminal Justice Services (DCJS). The DCJS license number provided by you as part of this Request for Proposal will be verified with DCJS prior to award of the contract. The DCJS website is <http://www.dcjs.virginia.gov/> .

DCJS Number: \_\_\_\_\_

Federal Identification Number:

The Vendor's federal identification number (or social security number if an individual) is

\_\_\_\_\_

**FORM D**  
**NOTICE OF CONFIDENTIAL & PROPRIETARY INFORMATION**

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

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

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

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

Additional pages may be added as necessary.

**FORM E**  
**SIGNATURE PAGE**

I certify by my signature below that I have received the documents associated with this RFP and understand that the review for completeness of the Request for Proposal documents and understanding and comprehension of the specifications is solely my responsibility and I have fully informed myself of all terms, conditions, and limitations described in this RFP.

I certify that this company is in good standing with the Virginia State Corporation Commission.

I also certify that the Company listed below agrees to conform to the RFP Terms, Conditions, and the Specifications including any addendum, and that the Company has the competence, business organization and financial resources to successfully perform the contemplated work or services.

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

I propose, and agree to furnish and deliver the items/service at the rate and/or per item price listed in this proposal, and agree to fulfill the specified contract terms.

By my signature below, I certify that I am either an officer of the company or an authorized representative of the company that is legally authorized to represent, obligate and enter into contractual matters on behalf of the company.

Company Legal Name and Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Payment Terms: \_\_\_\_\_ Start/Ship Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ FEI/FIN No. \_\_\_\_\_

**FORM F**  
**PROPOSAL FORM**

FROM:

\_\_\_\_\_

(Offeror's Name)

\_\_\_\_\_

(Offeror's Address)

\_\_\_\_\_

(Offeror's Address)

\_\_\_\_\_

(Email address)

\_\_\_\_\_

(Phone & Fax Numbers)

\_\_\_\_\_

(Authorized Signature)

FOR:           **Martinsville City Jail Security Control System**

Having carefully examined the site, and all of the Bidding and Contract Documents, and in compliance with the "Request for Proposal," and "Instructions to Bidders," the undersigned proposes to provide all labor, materials, supplies, equipment, services, supervision and perform all work necessary for a complete **Security Control System upgrade at the Martinsville City Jail, 55 W Church Street, Martinsville, Va. 24112.**

Please attach price/s, insurance, license, qualifications, permits, warranty, service agreement, etc. documents related to the above project.