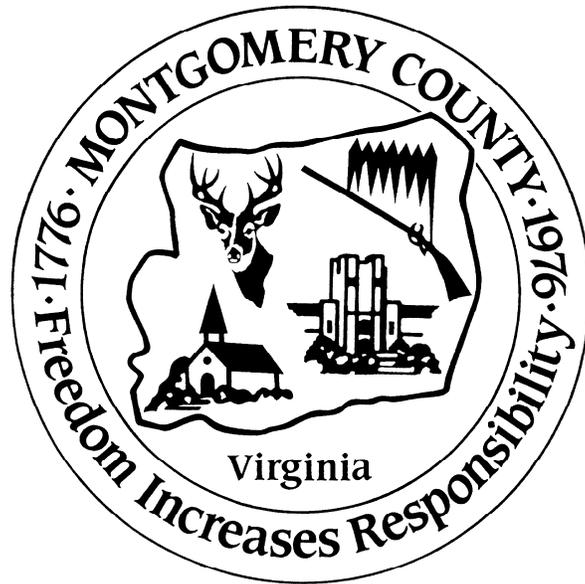


MONTGOMERY COUNTY VIRGINIA



Request for Proposal (RFP)# 15-05
for
Inmate Phone System
Issue Date: August 21, 2014
Proposal Due Date and Hour: September 16, 2014 3:00 p.m.

Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

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Inmate Phone System

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COUNTY OF MONTGOMERY, VIRGINIA
RFP # 15-05

ISSUE DATE: AUGUST 21, 2014

Inmate Phone System

(TO BE COMPLETED AND RETURNED)

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Heather M. Hall, C.P.M., Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: hallhm@montgomerycountyva.gov

DUE DATE: Unsealed Proposals will be received until **September 16, 2014**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be faxed, mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

| | | | |
|--|------------|-------------------------------|---------------------------|
| Full Legal Name (print) | | Federal Taxpayer Number (ID#) | Contractor's Registration |
| Business Name / DBA Name / TA Name and Address | | Payment Address | Purchase Order Address |
| Contact Name/Title | | Signature (ink) | Date |
| Telephone Number | Fax Number | Toll Free Number | E-mail Address |

COUNTY OF MONTGOMERY

RFP# 15-05

Inmate Phone System

I PURPOSE: The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation to supply and service an Inmate Phone System for the Montgomery County Jail, herein after referred to as "County."

II BACKGROUND:

The current contract will expire on August 31, 2014. It is the intent to enter into a new five-year contract. The average daily population for the Montgomery County Jail is 90 inmates for year 2013. The projected inmate population for 2014 is 90 inmates. The County is seeking a system which will (1) require the least maintenance and impact on facility staff, (2) provide the most technically advanced equipment and devices, and (3) be supported by an administrative team with a "quick response" track record and a cooperative attitude. In addition to the system's technical and the company's administrative capabilities, the County is seeking a company with a strong record of complying with regulations who will pay competitive commissions based on charging fair and reasonable rates.

III STATEMENT OF NEED:

A. The following features will be required for the inmate phone control system for the Montgomery County Jail. Vendors may describe additional features that they would propose to provide.

- (1) The Contractor will be responsible for providing at no cost to the County, all labor, materials and equipment necessary to furnish, install, and maintain
- (2) The system shall consist of all necessary equipment to include an automated call processor with two (2) administrative terminals, call monitoring and recording of all calls and installation of 22 wall mounted inmate phones. The contractor shall install additional inmate phones as needed in the event of increases in the inmate population.
- (3) Host Processor and On-Site Equipment- The inmate calling system telephone controls and host processor must be at the jail or at a location determined by the jail administrator. The host processor must be capable of programming each of the inmate controllers, and producing administrative and investigative reports.
- (4) Outgoing Call Only, Block Incoming Calls The system must allow only outgoing calls from inmate telephone stations. Incoming calls are intercepted at the control boards and no connection is completed to the inmate phone stations.
- (5) Prevent Third-Party Calls and Three-way Calls The system must utilize a proven technology that detects attempts by a party called from an inmate station to place a third-party or three-way call. This technology must also provide for immediate termination of a call when a three-way call attempt is detected. Vendors offering three-way call detection and termination must list at least three correctional facilities using their technology, and these facilities must be located within the Commonwealth of Virginia, or within 300 miles of Christiansburg, Virginia.
- (6) Provide for secure Communications, Compatible with the Local Phone System The inmate phone control system must be compatible with the Verizon telephone system, and the telephone instruments, internal lines, and dial tone access to the local and long distance networks.
- (7) Call to be Billable Only to Called Party The system must allow only collect calls to be placed from inmate phone stations, with the exception of specified calls from inmates to attorneys and public defender offices as authorized by the correctional facility administration. The system, before placing an inmate dialed call outbound, must verify with the Line Identification Data Base (LIDB) that the call is being placed to a telephone line that can accept collect calls. The system must not complete calls to pay telephones, answering machines, cellular telephones, or to subscribers whose telephone service does not include acceptance of collect calls.

- (8) Automatic Control System Limiting Phone Use to Specific Hours The system must provide for automatic enabling and disabling of inmate phones at certain hours of the day. The system must provide for control of all inmate stations, either individually, in groupings, or for the entire system as a whole.
- (9) Master Control for Disabling Inmate Telephone Stations A control panel with "kill switches" shall be installed at a location to be determined by the jail administrator, which will allow correctional officers to turn off or on individual inmate telephones by use of a manual switch to each telephone line.
- (10) The Contractor will train and compensate a facility employee to repair and replace certain equipment and to analyze and handle complaints generated by inmates or other facility personnel if requested.
- (11) Direct Dialed Calls to Approved Numbers The system shall allow the jail administrator to authorize direct non-collect local calls to specified attorneys, probation and parole officers, and to the public defender office. The administrator may limit the times these calls are to be placed, the number of minutes allowed for calls.
- (12) Telephone Charge Rates The rates charged for local, intra-lata and inter-lata calls shall not exceed the rates charged by Verizon and AT&T for operator-assisted station-to-station collect calls. Vendors will be required to provide proposed rates to several locations by time of day.
- (13) System Evaluation and Upgrades The Contractor will, at least annually, meet with representatives of the jail to review the adequacy and operation of the inmate telephone control system; and will, at no charge to the jail, provide whatever system upgrades or enhancements that have become a part of the vendor's inmate telephone control system through technological development subsequent to the installation of the system at the jail. All present and future computer software (telephones, Offender Management, Commissary, Document Imaging, etc.) must integrate into a single information system platform.
- (14) Auto-Number Blocking The system shall automatically block calls to "0", "00", "800", "888", "976", and "900" numbers, and to "911", "411", NNN-5551212, and to customized lists to be provided by the jail administrator, such as staff home telephones, hospital emergency rooms, and to specific numbers where the subscriber requests no calls. Number blocking can be done in "real time" by system administrator at the host processor. The system administrator will advise the jail administrator of any numbers that are dialed frequently and the calls refused. The jail administrator may then order that number blocked until the reason for refusals can be determined.
- (15) Multi-Lingual Automated Operator The system shall provide voice instructions to the inmate and called parties in English and Spanish.
- (16) Hot-Number Call Alarm The system shall be programmed to send an alarm to jail staff whenever a particular telephone number is dialed.
- (17) Positive Call Acceptance The system shall be programmed to require that a called party take a positive step to accept or refuse a call from an inmate. To accept a call, the called party must dial a "1" before the connection will be completed. A hang-up shall disconnect the call before connection is completed. Records shall be maintained in the system on call acceptances and refusals.
- (18) Telephone Service for Hearing Impaired Inmates The system must meet all requirements of the Americans with Disabilities (ADA) and TTD devices.
- (19) Administrative and Investigative Reports The system shall be capable of producing a number of reports for the jail for its administrative or investigative use. These reports include, but are not limited to:
 - a. Number of calls per inmate telephone, and call detail of each call
 - b. List of the most frequently called numbers
 - c. List of the called numbers with calls terminated for three-way call attempts.

- d. Call usage in minutes from each inmate station
- e. Number of calls placed to a particular number and refused by called party

(20) Uninterrupted Power Supply The host processor shall be equipped with an uninterrupted power supply (UPS) with a 1-hour battery capacity. The system shall operate under normal conditions on the battery power, thus protecting the processor from power fluctuations. The AC power supply to the UPS shall maintain the battery capacity at 1-hour of emergency operation.

(21) 24-Hour Control Center Operations The Contractor shall operate a 24-hour control center operation available to the jail staff by telephone. In an emergency situation when the Contractor system administrator is not available, the jail staff shall be able to contact the control center using an "800" number, and the control center shall be capable of performing any of the administrative operations of the host processor.

(22) Other Features:

- a. The Inmate Telephone System shall process inmate calls on a coin less, collect-only basis.
- b. All inmate calls shall be processed by an "automated" operator, and shall not allow any inmate contact or access to a "live" operator.
- c. The system shall allow for an adjustable call duration limit. The system must play a pre-recorded or synthesized message notifying both parties prior to disconnection.
- d. The system shall "brand" all inmate calls with the recorded or synthesized message, "This is a collect call from (Inmate Name), an inmate at the (Facility Name), using (Contractor Name)." The system shall also state that the call may be monitored and recorded.
- e. The system shall allow for rotary telephone call acceptance.
- f. All equipment shall be FCC approved. Provide the FCC registration number(s) for the main call processing unit.
- g. The system shall allow the administration to block or unblock specific numbers.

(23) The Vendor must have the capability to allow the inmates to order commissary via the inmate telephone system. When the inmate is ordering commissary, the system must interface with the current commissary provider (OASIS) and the offender management system provider (DSI). As the inmate orders and item, the system must do the following:

- a. Verify that the inmate has enough money in his commissary account.
- b. Verify that the inmate is allowed to have the item and there are no restrictions on the item.
- c. Update the inmate's account balance as each item is ordered.
- d. Please provide references of where this is currently in place for your company.

IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to:

Heather M. Hall, C.P.M., Procurement Manager
Montgomery County Purchasing Department

755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Identify on outside of envelope: **Unsealed RFP # 15-05**

RFP Due date/Opening date and hour: **September 16, 2014, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals will be reviewed and evaluated by a Committee as designated by the County.
 - c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page. the proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons 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 will result in rejection of the proposal.
- B. SPECIFIC REQUIREMENTS:** Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:
1. The return of the RFP general information form and addenda, if any, signed and completed as required.
 2. Please provide references, similar to Montgomery County Jail, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name and phone number of the individual Montgomery County has your permission to contact.

3. Provide company experience including length of time in business as well as length of time in the Inmate Phone Service business. An audited balance sheet for the last two years prepared by an independent CPA firm may be required at the County's request.
4. By responding to this RFP for inmate phone service, the Contractor is authorizing the facility to obtain a Dun & Bradstreet or credit report on the vendor.
5. List all personnel involved with the installation, operation, maintenance and administration of the inmate phone system. Include name, position, responsibilities and brief resume of qualifications of key personnel. Provide an organizational chart of the company. Include any sub-contractors involved at any level.
6. Provide documentation showing the company meets all licensing requirements to operate a business in the state.
7. Provide documentation that your company has satisfied all State and Federal requirements to provide inmate phone service.
8. Provide a list of all past, present and pending claims, judgments, and/or lawsuits in which the company is, or has been involved, and the status or outcome of such claims. Include any patent and/or licensing infringement claims.
9. Provide copies and detailed explanations of all informal and formal complaints or proceedings involving the company at the FCC and all Public Service Commissions in the states where the company is conducting business.
10. Provide a separate list of any facilities where your company previously provided inmate phone service over the past five years, but no longer provides service. Give explanation as to why your company no longer provides service.
11. Provide the patent number and patent holder for the call processing equipment.
12. Describe the construction of the inmate phone. The inmate phone shall have no exposed screws, bolts, metal or other hard-substance fasteners or any other material, which can be removed from the phone without a special security removal device.
13. Hand-held or portable phones shall be provided as requested by the facility.
14. The system shall allow for remote programming, diagnostics and trouble-shooting.
15. Describe the features and/or functions of the system that are controlled, programmed or otherwise implemented from remote facilities. How often are these functions updated, by who and when?
16. Describe how your company will meet all requirements of the Americans With Disabilities Act (ADA).
17. Describe any additional services, technical features or options that you feel are relevant to this proposal. Include availability of such services and features, limitations and effect on facility commissions.
18. List the space, environmental and electrical power requirements for the Inmate Phone System and associated equipment.
19. The Contractor shall provide a detailed schedule (including time line) for the ordering, installation, acceptance testing and cut over of the proposed system; the schedule shall include the training of facility personnel and inmates. What would be the time required for completing the installation of the system after signing the contract?
20. The Contractor shall define in detail its intention to subcontract any aspect of the installation, operation, service and/or maintenance of the system.
21. The Contractor shall be responsible for coordinating the removal of the current inmate telephone system with

the existing provider. There should be as little interruption of service as possible while the system is changed.

22. The following is a sample call report consisting of real or anticipated call types from the facility. For each call listed, give the following rating and cost information:

Origin Destination Type, Time, Date, # of Min. Oper., 1st Min., Additional Min., Total Cost, and Surcharge.

| | | | |
|------------|-------|----------|----|
| LOCAL | 08:00 | 09/12/95 | 10 |
| INTRALATA | 12:00 | 09/12/95 | 10 |
| INTERLATA | 08:00 | 09/12/95 | 10 |
| INTERSTATE | 08:00 | 09/12/95 | 1 |
| LOCAL | 12:00 | 09/05/95 | 1 |
| INTRALATA | 09:00 | 09/05/95 | 10 |
| INTERLATA | 17:00 | 09/05/95 | 10 |
| INTERSTATE | 19:00 | 09/05/95 | 7 |
| LOCAL | 21:00 | 09/07/95 | 10 |
| INTRALATA | 15:00 | 09/07/95 | 1 |
| INTERLATA | 22:00 | 09/07/95 | 9 |
| INTERSTATE | 20:00 | 09/07/95 | 3 |
| LOCAL | 22:00 | 09/20/95 | 10 |
| INTRALATA | 18:00 | 09/20/95 | 8 |
| INTERLATA | 17:00 | 09/20/95 | 1 |
| INTERSTATE | 19:00 | 09/20/95 | 6 |

23. Explain in detail how your company will pay commissions. Define any terms used.
24. List any additional forms of compensation that will be provided beyond the proposed commission schedule.
25. List and explain any additional services offered beyond the scope of the technical requirements that could affect commission payments.
26. Commissions shall be paid monthly and shall be accompanied by a facility commission report which shall include the following information:
- Date of report and time period covered.
 - Total billed revenue (Local, INTRALATA and INTERLATA by inmate telephone).
 - "Statement of Accuracy" signed by an Authorized Representative of the provider.
27. Commission payments due to the facility shall be paid monthly with the first commission check paid by the end of the first month revenues are to be received for the calls billed.
28. Failure to pay the facility commissions on a regular, monthly basis shall be grounds for the facility to cancel, without penalty, any agreement executed pursuant to this RFP.
29. Provide a complete schedule of commissions offered pursuant to this RFP. Indicate what call traffic your company is authorized to handle, how such traffic will be billed, and the commission that will be paid on that call traffic. Define "percentage" in each case (i.e. % of Gross Billable Revenue, Gross Revenue Received, Net, etc.)
30. Provide your company's monthly average bad debt percentages for the last 24 months from the major telephone companies serving your state.

CONTRACTORRESPONSIBILITIES:

31. Describe in detail your company's service and support program. Provide the size, location and distance from the jail to the nearest Service Center maintained by the vendor. List like information for the next two nearest Service

Center locations. List the specific people who will be responsible for monitoring operations and responding to maintenance requests, and whether the people listed are company employees or subcontractors. Explain non-emergency and emergency service response procedures.

32. The proposed system shall provide Call Detail Reports for all calling activity to the facility on a monthly and/or on an "as needed" basis.
33. Include a section entitled "Call Detail Report Samples" in this RFP and provide Sample Call Detail Reports.
34. Can Call Detail Reports be customized? If so, explain.
35. Describe any systems or programs used to reduce unbillables or limit exposure to fraud.
36. Provide a complete description of how calls are retrieved, processed, rated, billed and collected. Describe in detail each step in the process and how your company controls each phase. Contractor must show that they have a viable method of billing all call traffic.
37. The Contractor shall directly handle all complaints from the parties called by the inmate. Provide a copy of a sample page from a customer's bill showing how the calls are billed.
38. Provide uncollectible history with local telephone companies and describe how your company limits uncollectible.
39. The Contractor shall be responsible for all costs associated with the inmate telephone system, including purchase, installation, service, maintenance and operation. The facility shall bear no responsibility for any costs pertaining to the system to include bad debt charges.
40. Contractor shall assume responsibility and liability for hardware and/or software upgrades and failures.
41. Contractor must include a summary explaining all "EXCEPTIONS" to specifications.
42. Please provide a copy of your last two years of financial audits.
43. Please discuss any class action lawsuits your firm has been involved in for the past five year period.
44. Discuss any purchases or mergers that you have had in the last 10 years or any pending purchases or mergers.

V. EVALUATION AND AWARD OF CONTRACT:

A. Award of Contract: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Montgomery County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Montgomery County may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should Montgomery County 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. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated. See Attachment B for sample contract form.

B. Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria:

Each proposal will be evaluated on the following criteria:

| <u>EVALUATION CRITERIA</u> | <u>WEIGHT</u> |
|---|---------------|
| 1. Company background, staffing and offeror's experience | 10 |
| 2. Financial Stability of Vendor. | 10 |
| 3. Licensing, Certification and regulatory compliance with FCC at the State level | 5 |
| 4. Call rates, billing and collection procedures | 10 |
| 5. Other services offered | 25 |
| 6. Service and Support Service | 10 |
| 7. Commissions based on gross billable revenues with absolutely no deductions | 30 |

VI CONTRACT ADMINISTRATION:

Captain Kim Haug, or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

VII PAYMENT PROCEDURES: The Contractor will authorize payment to the Sheriff's Office on a quarterly basis. Payment shall be sent to:

Montgomery County Sheriff's Office
Attn: Tammy DeHart
16 South Franklin St.
Christiansburg, VA 24073

VIII CONTRACT PERIOD: The term of this contract is for five years or as negotiated. There will no renewals to this contract, but this is a negotiable point.

ATTACHMENT A

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

http://www.montva.com/departments/purch/downloads/rfp_general_terms_and_conditions.pdf

SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
 2. **AUTHORIZED USERS:** Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods or services resulting from this solicitation. The addition or deletion of authorized users shall be made only by written modification to the contract. Such modification shall name the specific agency added or deleted and the effective date.
 3. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
 4. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.
 5. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
 6. **INSURANCE:**

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
- INSURANCE COVERAGES AND LIMITS REQUIRED:
- A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00
- The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
7. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
 8. **PREVENTIVE MAINTENANCE:** The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the contract period.
 9. **SEVERAL LIABILITY:** Montgomery County will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
 10. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
 11. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Montgomery County by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
 12. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

**ATTACHMENT B
COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ___ day of, 201__, by _____ hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

WITNESSETH that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated _____, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor’s letter dated _____, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF MONTGOMERY:

By: _____ By:

Title: _____ Title: