

**REQUEST FOR PROPOSALS
TO PROVIDE JAIL MAINTENANCE SERVICES
AT THE WESTERN TIDEWATER REGIONAL JAIL
2402 Godwin Blvd.
Suffolk, Virginia 23434**

Proposal # 0001-05-2020

INTRODUCTION

The Western Tidewater Regional Jail Authority requests qualified individuals and firms experienced in the delivery of complete correctional maintenance services to submit proposals to provide Jail Maintenance Services at the Western Tidewater Regional Jail. The maintenance services will consist of:

- ◆ Implementation of a computerized maintenance management system
- ◆ Development of ACA compliant policies and procedures
- ◆ Preventive maintenance services
- ◆ Predictive maintenance services
- ◆ Supplemental maintenance services
- ◆ Contractor Management
- ◆ Material purchasing/management
- ◆ Energy management planning and services

The Western Tidewater Regional Jail contains approximately 130,000 square feet constructed in 1992. The Jail is a single story, low-rise podular design with both perimeter cells and dormitory layouts. The average daily population of the jail for the year 2020 was approximately 730 inmates.

The Western Tidewater Regional Jail Authority intends to award a five-year contract for the period beginning July 2020 through June 2025. The Jail Authority may extend the contract at the end of the contract period for an additional two years in one (1) year increments, subject to the Owner's right to terminate at the end of each calendar year.

I. OBJECTIVES OF THE RFP

Each response will be evaluated as to its achievement of and compliance with the following stated objectives:

1. To deliver high-quality maintenance planning and preventive maintenance services that can be audited against established standards.
2. To deliver these services in a cost-effective manner with full reporting and accountability to the Western Tidewater Regional Jail Superintendent and Staff.

3. To provide these maintenance services with on-staff, qualified and skilled professionals. These professionals shall be skilled in all technical systems including all HVAC, electrical/mechanical, security and life safety systems in use at the Western Tidewater Regional Jail.
4. To implement a written correctional maintenance plan with clear objectives, policies, procedures and quarterly, and annual evaluation compliance.
5. To provide maintenance services in a manner that anticipates conditions found during occupancy.
6. To provide a computerized maintenance management system that tracks all expenditures, resources, maintenance schedules, and generates periodic reports.
7. To provide maintenance services in a manner that conserves energy and provides 100% operating efficiency.
8. To maintain complete and accurate records of all services provided.
9. To provide for a fair and objective evaluation of proposals that will result in a mutually satisfactory contract between the successful Proposer and [contracting entity].
10. To validate the equipment warranties by performing all required preventive maintenance.
11. To provide the required services in accordance with all applicable codes and standards.
12. To administer all required warranty work in a comprehensive manner.

II. MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

To be considered for award of this contract, the Proposer must meet the following qualifications:

1. The Proposer must be organized for the purpose of providing correctional maintenance services, and must have a minimum of five years experience as a prime contractor in a correctional facility with proven effectiveness in providing complete correctional maintenance services. Complete correctional maintenance services is defined as providing management of all maintenance activities; and preventive maintenance on all major building equipment including but not limited to HVAC, electrical, locking, life safety and electronic security systems. Also, complete maintenance services include supplemental maintenance services, budget planning, facility management reporting, design services and capital expenditure planning.

2. The Proposer must have on staff individuals with at least five years' experience in correctional technology. The experience must include a thorough knowledge of jail operations and correctional facility technology.
3. The Proposer must maintain general liability insurance on Proposer's services under this Contract of \$1,000,000 per occurrence.
4. The Proposer must demonstrate the ability to provide a system of on-site technical staff and continuous training programs.
5. The Proposer must demonstrate recruiting capabilities including professional recruiting personnel and recruiting systems.
6. The Proposer must have a proven ability for contract start-up within 30 days of contract signature.
7. The Proposer must identify any deviations from any requirements contained in the Request for Proposals or the Standard Contract.
8. The Proposer must have the ability to provide inmate work/supervision programs.
9. The Proposer must have the ability to provide evidence of vandalism control procedures and programs.
10. The Proposer must have at least two correctional facilities of similar size and complexity where complete maintenance services have been provided for at least one year during the post-warranty period.

III. SUBMITTAL REQUIREMENTS FOR ALL PROPOSALS

Proposals must be submitted in eight (8) identical copies.

Proposals need not be in any particular form. However, all proposals must contain the following information:

1. Proposal must respond to ability to meet each of the "Minimum Qualifications," as described in Section II of this RFP.
2. All proposals must demonstrate Proposer's willingness and ability to comply with the terms of this RFP and any attachments hereto.
3. (a) All proposals must list by name, address and telephone number the administrator of a correctional institution (jail, prison, juvenile facility) where Proposer currently provides complete maintenance services.

- (b) All proposals must list by name, address and telephone number the administrator of three (3) similar facilities where Proposer has provided or is currently providing complete maintenance services.
 - (c) All proposals must list by name, address and telephone number the persons familiar with the Proposer's experience with correctional (jail, prison, juvenile) operations and facility technology.
- 4. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Virginia stating its willingness to insure the Proposer pursuant to the terms of this contract.
- 5. All proposals must contain a full and complete staffing and organization chart and explain how maintenance services will be delivered. Job descriptions and resumes of the person to be the on-site Manager must be included.
- 6. The proposed approach to maintenance service delivery by phase shall be provided.
- 7. All proposals must contain audited financial statements for the past three years.
- 8. The Cost Proposal must be submitted in a separate, sealed envelope with the Proposer's name, the Request for Proposal number and title and the notation "Cost Proposal" clearly identified on the outside of the envelope.
 - (a) All proposals must contain a specific monthly charge for each of the months in the contract period (see schedule described in Attachment 1).
 - (b) Proposers will indicate an average hourly labor cost for additional services outside the base contract.
 - (c) Proposer must break the annual cost down by trade and activity as indicated on the Cost Proposal provided in Attachment 1.
- 9. Proposers must complete and return all Attachments of this RFP.
- 10. Proposal must be accompanied by a certified check or an acceptable Proposal Bond in an amount of not less than 10% of the first year contract amount at the time of submittal of proposal. Proposer must provide a Performance Bond of 25% of the contract amount within 14 working days after notice of award. The surety company must be listed in the Federal Register and licensed to write surety insurance in the State of Virginia. Bond given shall meet the requirements of the laws of the State of Virginia.

IV. SELECTION CRITERIA

Each proposal will be evaluated in the following 5 categories.

1. Corporate Experience. Each Proposer will be evaluated in three (3) primary areas:
 - (a) General experience with correctional facilities.
 - (b) Experience in providing complete correctional maintenance service.
 - (c) Experience in providing complete maintenance service with similar facilities.
2. Project Team. Organization, management and communication should be clearly described. Those individuals assigned to key positions on this project will be evaluated in terms of relevant experience and qualifications.
3. References. References will be contacted and rated based upon their satisfaction of services provided.
4. Quality of Response. Each proposal will be carefully evaluated to determine the following:
 - (a) Proposer's understanding of the project requirements.
 - (b) Proposer's ability to clearly describe how the proposed program will meet the qualifications required and project objectives.
 - (c) The proposed cost of the program relative to average cost of correctional facility maintenance.
 - (d) The Proposer's ability to reduce the maintenance and utility costs.
5. Corporate Capability. Each proposal will be evaluated carefully in the following areas:
 - (a) Ability to start-up and manage the proposed program.
 - (b) Ability to provide complete maintenance services in a correctional environment.
 - (c) Ability to provide mobilized maintenance and repair services
 - (d) Ability to provide correctional design services

V. STANDARD CONTRACT

The enclosed Standard Contract document (see Attachment 3) specifically outlines the contractual responsibilities. All Proposers should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Proposer's proposal. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to reviewing staff of Western Tidewater Regional Jail, Proposers should review any proposed revisions with an officer of the firm having authority to execute the contract.

No alterations can be made in the contract after award by the Western Tidewater Regional Jail Authority.

VI. AWARD OF CONTRACT

A selection committee comprised of Regional Jail staff will rate only those firms responding who clearly meet the "Minimum Qualifications for All Proposers" in accordance with the selection criteria listed.

Proposers may be asked to make oral presentations to the selection committee. Should oral presentations be required, Proposers will be asked to not exceed one hour's duration and to limit their presentation strictly to addressing the approach to providing maintenance services for Western Tidewater Regional Jail.

Regional Jail Staff will forward Cost Proposal information along with its recommendation for award to the Western Tidewater Regional Jail Authority, who shall make the final decision as to award of the contract.

VII. FAILURE TO EXECUTE CONTRACT

If the successful Proposer, after having been notified of the acceptance of their proposal, fails to provide within 14 days the required Performance Bond, Certificates of Insurance and to sign the Contract, the amount of the Proposal Bond shall be paid over to Western Tidewater Regional Jail Authority as liquidated damages as costs of the proposal procedure. The acceptance of the payment of the Proposal Bond shall not operate to bar any claim Western Tidewater Regional Jail Authority might otherwise have against the Proposer, and Western Tidewater Regional Jail Authority shall be authorized to pursue any claim against the Proposer for failure to consummate the Contract as may be authorized by law.

VIII. EXPENSES OF PREPARING REQUEST

Western Tidewater Regional Jail Authority accepts no responsibility for any expense incurred by Proposers responding to this proposal, such expenses to be born exclusively by the Proposer.

IX. SITE VISIT

A site visit and review of the drawings of the facility will be held on **Wednesday, June 3, 2020 at 10:00 a.m.** This site visit is not mandatory. If you plan on attending please call Marissa Dickens at (757) 942-0527 so she can place you on the attendee list.

X. SUBMITTAL INSTRUCTIONS

Proposals must be submitted to the following address no later than **3:00 p.m. on Friday, June 26, 2020.**

Western Tidewater Regional Jail
2402 Godwin Blvd.
Suffolk, Virginia 23434

Proposals must be clearly identified on the outside of the package. Late proposals will not be opened unless the proposals received on time are considered inadequate.

All questions regarding this request for proposal should be addressed to Marissa Dickens at (757) 942-0527 or via email at dickensm@wtrj.org. All questions are to be in writing and are to allow sufficient time for distribution to all interested parties. Western Tidewater Regional Jail will be the sole determiner of sufficient time.

WESTERN TIDEWATER REGIONAL JAIL AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES AND READVERTISE.

Attachments:

Attachment 1 - Standard Contract

Attachment 2- Cost Proposal

ATTACHMENT 1

STANDARD CONTRACT

ARTICLE I. CONTRACT TIME

This Contract shall commence on [date], at _____ a.m. Eastern Daylight Time (EDT). The initial term of this Contract shall be from [date] through [date], at a.m. Eastern Daylight Time (EDT)], a period of five (5) years. This Contract may be extended by the Jail Authority for an additional two years in one (1) year increments subject to the original rights and terms of the contract.

Notwithstanding the above, this Contract may terminate at the close of each calendar year without further obligation for payment by Western Tidewater Regional Jail Authority in accordance with Virginia laws.

ARTICLE II. PAYMENT

Payment to Maintenance Provider for services will be made monthly for Start-Up and Preventive Maintenance Services described in ARTICLE III. SCOPE OF WORK. Payment will be for labor and materials as specified in the Maintenance Provider's proposal. No additional payment will be considered without specific written notice from Western Tidewater Regional Jail Authority (or "Owner").

See attached Cost Proposal (Attachment 2) for monthly base compensation.

Western Tidewater Regional Jail Authority will pay to the Maintenance Provider the total contract amount in monthly installments in accordance with the schedule on Attachment 1. The Maintenance Provider will invoice Western Tidewater Regional Jail Authority on the 1st day of the month for which services will be rendered. Western Tidewater Regional Jail Authority agrees to pay Maintenance Provider on or about the 15th day of the month for which services are being rendered.

In case of termination prior to expiration of this Contract, the Maintenance Provider will be paid pro rata for the services rendered as of the date of termination as determined by Western Tidewater Regional Jail Authority.

ARTICLE III. SCOPE OF WORK

1. The Maintenance Provider agrees to provide for the delivery of all maintenance services described below. The objectives of the services and the actual execution of the preventive maintenance program are:
 - ◆ Provide 100% operating efficiency

- ◆ Maintain all equipment in the proper working condition
- ◆ Conserve Energy
- ◆ Provide maintenance services at the least possible cost
- ◆ Integrate the maintenance services into the Correctional Facility Operations and Facility Owner Administrative Operations
- ◆ Provide maintenance services at the highest level of quality

The Maintenance Provider agrees to provide for the delivery of all maintenance services in accordance with **RFP No. 0001-05-2020**, all attachments thereto, all of which are attached hereto as Appendix 1 and incorporated herein by reference, and as further specified herein.

1.1 The Maintenance Provider shall develop, implement and maintain effective programs for the standardization of maintenance. These programs shall be based on a computer-assisted system for maximizing cost and management effectiveness. These programs shall be designed to promote the longevity of equipment and buildings, reduce costly breakdowns, control costs and to meet emergencies. This program will include provisions for preventive, predictive and corrective maintenance. The Maintenance Provider shall apply proven management principles in making optimum use of personnel, equipment, material, space, time and money by:

- ◆ Providing effective support and response to the administrative and operational requirements.
- ◆ Maintaining a high level of productivity in the maintenance work force.
- ◆ Assuring a high quality standard for maintenance performance.
- ◆ Achieving cost reductions where attainable without sacrifice of proper maintenance.

1.2 The Maintenance Provider shall provide strong and continued attention to fiscal responsibilities. The fiscal objectives are:

- ◆ To strive for increased effectiveness at less cost through improved management and engineering practices.
- ◆ To promulgate written instructions necessary to the fiscal management of operations, maintenance, equipment and supplies.
- ◆ To comply with established Western Tidewater Regional Jail fiscal control systems and directives.

1.3 The Maintenance Provider shall prepare financial and statistical data to assist Western Tidewater Regional Jail in developing maintenance budgets.

1.4 The Maintenance Provider shall advise and implement casualty prevention and control programs and measures in contribution to structurally and functionally safe facilities and equipment. The Maintenance Provider shall assist in the

administration of casualty prevention, electrical safety and control programs to include:

- ◆ Assistance with written fire programs.
- ◆ Training of staff in emergency responsibilities.
- ◆ Format and content of inspections, tests and drills.
- ◆ Liaison with insurance and regulatory organizations.
- ◆ Reduction of safety hazards (mechanical and electrical).
- ◆ Contribution to the preparation of the jail external and internal disaster plans.
- ◆ Provision of emergency services and utilities.

The Maintenance Provider's Chief Engineer shall be available to serve as a member of the Safety Committee if directed by Western Tidewater Regional Jail.

1.5 The Maintenance Provider shall provide a program to follow progress of major modernization and technology improvements as they affect cost control and quality.

1.6 Definitions:

Maintenance - The recurring day-to-day, periodic or scheduled work required to preserve or restore a facility or equipment to such a condition that it may be effectively utilized for its designated purpose.

Plant operation - The process of carrying out the necessary procedures, including manual control, attendance and supervision, to effect the performance of the design function of a facility or equipment.

Supplemental maintenance - Defined in scope as renovation, alteration, facility repair, vandalism or building modification. These costs may either be exempt costs (nonbillable) or requisitioned costs. Requisitioned cost is considered outside the scope of the contract and will not be performed unless directed in writing by Western Tidewater Regional Jail.

1.7 A Joint Executive Committee meeting will be held monthly with at least two representatives from Western Tidewater Regional Jail and an equal number from the Maintenance Provider to conduct quality performance reviews to ensure a high standard of service for the Jail.

1.8 The Maintenance Provider will be responsible for vehicles, computers, tools, mobile telephones, office supplies and reference material to execute the work. These materials and supplies will remain in the Ownership of the Maintenance Provider in case of termination as will the property of Western Tidewater Regional Jail.

- 1.9 Western Tidewater Regional Jail agrees to provide the use of offices, storage space and facilities on the premises from which to conduct its support services hereunder, with such offices and storage to be under the sole control of the Maintenance Provider. Such use shall include use of all utilities including water, sewer, electricity and local telephone service. Such utilities shall be provided without cost to the Maintenance Provider. The Maintenance Provider's employees shall be entitled to make use of the staff dining area.
- 1.10 Western Tidewater Regional Jail will provide access to the building at all times. Access shall be coordinated with the facility's administrator.
- 1.11 The Maintenance Provider's employees must clear security checks and drug screening on an annual basis, or as required by Western Tidewater Regional Jail.
- 1.12 All equipment in the building will be covered under this contract except for:
- ◆ Personal computers
 - ◆ Telephone system
 - ◆ Inmate imaging systems
 - ◆ Medical service equipment
 - ◆ Radio systems
- 1.13 All building maintenance services will be covered under this contract except for:
- ◆ Custodial services
 - ◆ Water and sewer lines outside the property boundary
 - ◆ Landscape and grounds maintenance
- 1.14 The Maintenance Provider agrees that in all respects its relationship to Western Tidewater Regional Jail will be that of an independent contractor and that it will not act or represent that it is acting as an agent of Western Tidewater Regional Jail or incur any obligation on the part of Western Tidewater Regional Jail without written authority of Western Tidewater Regional Jail.
- 1.15 The Maintenance Provider shall propose the personnel structure necessary to carry out the maintenance program. After initial agreement, any revision to the personnel structure in response to changing levels of maintenance requirements will be made in the form of a written amendment, approved and signed by Western Tidewater Regional Jail and the Maintenance Provider.
- 1.16 Western Tidewater Regional Jail and the Maintenance Provider recognize that the proposed personnel structure is subject to revision as may be necessary to comply with all federal, state and municipal laws, rules and regulations that are now or may in the future become applicable to the facility and its personnel engaged in

operations and maintenance. Such changes may require a change in the contract amount.

- 1.17 Western Tidewater Regional Jail and the Maintenance Provider agree that at no time during the term of this Contract or for one (1) year immediately following the termination of this Contract will it call upon any employee of the other for the purpose of employing, hiring or otherwise interfering with the contractual relationships of such employees without the prior-written approval of the other party; nor will it directly or indirectly for itself or in behalf of or in connection with any other person, firm partnership, corporation, association or facility solicit, hire, employ or take away any such employee from the other.

2.0 Phase 1. Start-Up Services shall include:

- 2.1 Development of maintenance policies and procedures in cooperation with the Superintendent's Department effort with the facility's overall policy and procedure. The final document will include all policies and procedures relating to the safe and secure operation of the facility. The document will require the approval of Western Tidewater Regional Jail. The policies and procedures shall include, at a minimum, information relating to:

- ◆ Budgeting
- ◆ Fiscal controls
- ◆ Security
- ◆ Supplies
- ◆ Service calls
- ◆ Inspections
- ◆ Training
- ◆ Code compliance
- ◆ Quality

- 2.2 Development of the computerized maintenance management system which will include the capability to monitor and track the following as a minimum:

- ◆ Equipment inventory
- ◆ Equipment history
- ◆ Material inventory
- ◆ Material usage
- ◆ Labor
- ◆ Maintenance schedules

At a minimum the system will be capable of automatically providing the following reports:

- ◆ Preventive maintenance guide and equipment reports

- ◆ Equipment history reports
 - ◆ Material inventory reports
 - ◆ Maintenance schedule reports
 - ◆ Labor reports
 - ◆ Supplemental maintenance reports
 - ◆ Vandalism control reports
- 2.3 The Maintenance Provider shall determine the spare parts and store control needs of the facility. A line item estimate for each equipment category will be required.
- 2.4 The Maintenance Provider shall verify and locate on the drawings all equipment in order to establish a facility maintenance plan. The facility maintenance plan will require the Maintenance Provider to have on file the "as built" drawings and specifications. The files will be hard copies of drawings and specifications. The Maintenance Provider will be required to update these files on a continuous basis.
- 2.5 The Maintenance Provider shall prepare an energy management plan for the facility. The energy plan shall indicate the procedures to conserve energy. The Maintenance Provider shall submit the plan to Western Tidewater Regional Jail for approval before implementation.
- 2.6 The Maintenance Provider shall organize and take receipt of all equipment operations and maintenance manuals, videos and training material. The Maintenance Provider shall become completely familiar with the operation of the building systems.
- 2.7 The Maintenance Provider's staff during this phase of the work shall be the staff assigned to the project on a full-time basis during subsequent phases. At a minimum, the staff assigned on-site during all phases of work shall be:
- ◆ The Contract Manager, or person responsible for the daily operation of the maintenance services, with authority to commit the resources of the corporation.
 - ◆ The Chief Engineer assigned to the facility for the duration of the contract with appropriate license.
 - ◆ The person responsible for the computerized maintenance management system.
 - ◆ The Electronic Engineer assigned the responsibility of the operation and maintenance of the electronic systems.
 - ◆ Other technical staff as deemed necessary by the Maintenance Provider.

2.8 The Maintenance Provider shall provide a continuous training program for the on-site team in the following areas:

- ◆ Management training
- ◆ Security training
- ◆ Technical training

2.9 The Maintenance Provider shall provide drug and security screening for all staff at the site. Maintenance personnel will not be allowed on-site who have tested positive for drug use or who have a prior felony conviction unless approved in writing by the Western Tidewater Regional Jail.

3.0 Phase 2. Preventive Maintenance Services shall include:

3.1 The Maintenance Provider shall provide complete staffing for preventive maintenance. Also, a mobilized staff for intermittent preventive and for supplemental maintenance shall also be provided.

3.2 In addition to providing labor to perform the complete preventive maintenance, the Maintenance Provider shall provide labor to complete any supplemental maintenance, which can be performed in less than two (2) hours during standard work shifts as part of the base contract.

3.3 The Maintenance Provider shall perform plant operations functions to ensure the safe and efficient operation of the facility heating, ventilation, and air conditioning system to include providing shift engineers as necessary.

3.4 The Maintenance Provider shall document and follow the conditions to validate equipment warranties and guarantees.

3.5 The Maintenance Provider shall immediately report to Western Tidewater Regional Jail equipment malfunctions covered under the warranty.

3.6 Based on the preventive maintenance schedules developed in Phase 1, the Maintenance Provider shall maintain the building systems covered under this contract in accordance with the equipment operating manuals. The type of activities will include but not be limited to the following:

- Change and adjust belts
- Check and record motor, panelboard, switchboard, amperage and voltage
- Check and Clean air handler drain pans, heating/cooling coils
- Replace air filters, oil filters
- Inspect and lubricate bearings, dampers, linkages, operable shutters
- Check and torque panel board lugs, starter connections and terminations
- Check motor, pump and drive assemblies vibration, alignment and runout

- Check cooling tower fan operation, and sequence of individual fan cell operation
 - Check system temperature, pressure and superheat of DX units
 - Check and record chiller and boiler temperatures, pressures, water flow rates, oil pressure, differential pressure and temperature
 - Verify operation of roadway lighting photo controls, luminaries foot-candle levels, structural and support integrity, replace damaged or old components.
 - Check pump flow rates, pressure switches, flow switches, pressure transmitters
 - Check and verify operation of emergency generator, automatic transfer switch, speed governor, day tank level. fuel pump, storage tank level, voltage sensors, battery and charging circuitry
 - Check and record natural gas, regulator, high and low side pressure and record meter reading
 - Check operation of gas train, valves, safeties, controls, smell for leaks
 - Inspect medium voltage transformers and low voltage switchgear, for oil leaks, excessive heat, ground faults, over/under voltage, 3 phase amperage imbalance, loose or high impedance connections
 - Provide operational tests of locking controls, sequencing
 - Test, inspect and clean components of the fire alarm system as required per NFPA 72
 - Test, inspect and clean components of the fire sprinkler system as required per NFPA 13
 - Supply, provide and perform chemical boiler water treatment
 - Inspect operation, rotation, and vibration of belt and direct driven exhaust, intake, make-up air and supply air fans
 - Perform a walk through of building roofs inspecting equipment roof penetrations, walk boards, parapets, and scuppers, down spouts, roof drains. Note any blistering, cracking, ponding, clogged drains, blocked scuppers or down spouts, note any wind or weather damage, subsurface icing, etc.
 - Monitor dishwashing equipment: wash and rinse temperatures
 - Ensure blow down of boilers each day
 - Ensure water softener equipment is operational and equipment is delivered monthly
- 3.7 Based on the energy management plan, the Maintenance Provider shall implement the plan and document energy usage on a monthly basis. The Maintenance Provider shall monitor all building control systems to predict equipment malfunctions to the extent possible.
- 3.8 Monthly, the Maintenance Provider shall develop a Deficiency Survey in the presence of Western Tidewater Regional Jail. The Survey shall identify areas of the building and the maintenance program that need improvement. These items

shall incorporated into the preventive maintenance program or become a service requirement.

3.9 The Maintenance Provider shall recommend a list of materials inventory and spare parts inventory. Upon approval the Maintenance Provider shall procure materials and spare parts for the Owner. The cost of the materials and spare parts will be reimbursable to the Maintenance Provider with a markup of 15%.

3.10 The Maintenance Provider shall provide the following reports:

Report	Frequency
Preventive Maintenance	Monthly
Uncompleted Maintenance	Monthly
Equipment History Cards	Monthly
Service Call Reports	Monthly
Completed Service Report	Monthly
Boiler Inspection Tickets	Annually
Elevator Inspection Tickets	Annually
Fire Alarm Test Results	Quarterly
Budget Report	Monthly
Requisitioned Maintenance Report	Monthly
Inmate Work Program Report	Monthly
Vandalism Control Report	Monthly
Energy Management Report	Monthly
Security Reports	Monthly

3.11 The Maintenance Provider shall provide 24-hour on-call service to the Western Tidewater Regional Jail.

3.12 The Maintenance Provider shall provide a quality improvement plan approved by the Owner. The quality improvement plan shall be reviewed with the Western Tidewater Regional Jail on a semiannual basis.

3.13 As a part of basic services the contractor shall have the ability to provide design services for required repairs. The design services shall include but not be limited to:

- ◆ Architecture
- ◆ MEP Engineering
- ◆ Security Engineering
- ◆ Structural Engineering
- ◆ Physical Security Design
- ◆ Cost Estimating
- ◆ Scheduling

3.14 The Maintenance Provider shall have the ability to provide training and technical supervision for potential inmate work programs. The inmate work programs shall provide for inmates performing low-skilled activities including but not limited to the following:

- ◆ Painting
- ◆ General repair
- ◆ Lamp replacement
- ◆ Unclogging toilets
- ◆ Etc.

ARTICLE IV. GENERAL CONDITIONS

1. **Standards.** The maintenance service delivery system must conform to the standards established in the State of Virginia and the American Correctional Association for the maintenance of the physical plant for adult local detention facilities. The Maintenance Provider shall notify Western Tidewater Regional Jail immediately of noncompliance with any standard or regulation, but will not change the duties or frequencies unless directed to do so by Western Tidewater Regional Jail.
2. **Responsibility.** Maintenance Provider shall have no responsibility for security at the facility or for the custody of any inmate at any time, such responsibility being solely that of the Superintendent. Maintenance Provider shall have sole responsibility in all matters of the preventive maintenance of the technical equipment contained in the facility. Maintenance Provider shall have primary, but not exclusive, responsibility for administering the preventive maintenance budget.
3. **Indemnification.** The Maintenance Provider shall indemnify and hold harmless the Western Tidewater Regional Jail Authority and its member cities/county: the City of Suffolk, the City of Franklin, and the County of Isle of Wight, Virginia and their representatives from and against all losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered by reason of any act or omission of the maintenance provider, its agents, servants, or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the Western Tidewater Regional Jail Authority and its member cities/county or their representatives in the defense of any claim or suit.
4. **Insurance.** During the term of the contract, the maintenance provider shall, at its own expense, purchase and maintain the following insurance coverages with companies properly licensed and satisfactory to the Regional Jail:
 - Maintenance provider will maintain Workmen's Compensation, including Occupational Disease and Employer's Insurance.

- Maintenance provider will maintain Public Liability, including coverage for direct operations, sublet work, contractual liability, and complete operations with limits not less than those stated below:
 - Maintenance provider will provide Bodily Injury Liability to include personal injuries \$500,000 each person; \$1,000,000 each occurrence.
 - Maintenance provider will provide, Property Damage Liability in the amount of \$500,000 each occurrence; \$1,000,000 aggregate.
 - Regarding property damages – include broad form property damage and remove “XCU” exclusions (explosion, collapse, underground property date). Regarding completed operations liability, continue coverage in force for one (1) year after completion of work.
 - Maintenance provider shall maintain during the life of this contract general liability insurance on Vendor’s services under this contract of \$1,000,000 per occurrence.
 - Maintenance provider will provide, at its own expense any other insurance deemed necessary, by the Regional Jail for the installation of equipment.
- 4.1 Certificates of Insurance must be executed in accordance with the following provisions:
- a. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract.
 - b. Certificates to contain the location and operations to which the insurance applies.
 - c. Certificates to contain Maintenance Provider's protective coverage for any acts of subcontractor's operations.
 - d. Certificates to contain Maintenance Provider's contractual insurance coverage.
 - e. Certificates are to be issued to: Western Tidewater Regional Jail Authority, 2402 Godwin Blvd, Suffolk, Virginia 23434.
- 4.2 The Maintenance Provider shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 4.3 The Maintenance Provider agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance. Western Tidewater Regional Jail shall be entitled to immediately terminate this Contract without liability effective 30 days after receipt of notice that any insurance coverage is canceled.

5. Successors and Assigns. Western Tidewater Regional Jail and the Maintenance Provider each binds itself and its partners, successors, and assigns to the other party of the Contract and to the partners, successors, and assigns of such other party, in respect to all covenants of this Contract; except as above, neither Western Tidewater Regional Jail nor the Maintenance Provider shall assign, sublet, or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers or agents of Western Tidewater Regional Jail nor shall it be construed as giving rights or benefits hereunder to anyone other than the parties to this Contract.

6. Termination of Contract. In addition to the provisions of Article I, this Contract may be terminated:
 - 6.1 By Western Tidewater Regional Jail upon 90 days' written notice. If terminated by Western Tidewater Regional Jail, the written notice shall be sent to the Maintenance Provider, addressed as follows: _____
All notices sent to the above address shall be binding upon the Maintenance Provider, unless such address is changed by the Maintenance Provider in writing to Western Tidewater Regional Jail. If this Contract is so terminated, the Maintenance Provider shall be paid as provided hereinbefore.

 - 6.2 If the Maintenance Provider is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Maintenance Provider or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if it repeatedly fails to supply sufficient skilled workers, or suitable materials or equipment, payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if it otherwise violates any provision of the Contract Documents, then Western Tidewater Regional Jail may, without prejudice to any other right or remedy and after giving the Maintenance Provider and its surety a maximum of seven days from delivery of a written notice, declare the Contract in default, take possession of the Project, and call upon the surety to continue the Work by whatever method deemed expedient. The monetary obligation of the surety shall be limited to the amount set forth in the Performance Bond for this Contract.

 - 6.3 This Contract is subject to annual appropriation of funds by The Western Tidewater Regional Jail Authority. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Contract, then Western Tidewater Regional Jail Authority shall be entitled to immediately terminate this Contract without penalty or liability.

7. Virginia Laws Govern. This Contract shall be governed by and construed and enforced in accordance with laws of Virginia.

8. Venue. This Contract shall be deemed to have been made and performed in Western Tidewater Regional Jail, Suffolk, Virginia. For the purposes of venue, all suits or causes of action arising out of this Contract shall be brought in the courts of 5th Judicial Circuit, Suffolk, Virginia.
9. Sole Agreement. This Contract constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Contract shall be enforceable unless approved by action of Western Tidewater Regional Jail Authority.
10. Subcontracting and Delegation. To discharge its obligations hereunder, Maintenance Provider may engage certain subcontractors. The Superintendent has the authority to reject or to approve such subcontracts, but approval shall not be unreasonably withheld. Subject to such approval, Western Tidewater Regional Jail and the Superintendent consent to such subcontracting and delegation. Under no circumstances shall Maintenance Provider subcontract the following positions and responsibilities:
 - ◆ Contract Manager
 - ◆ Chief Engineer
 - ◆ Electronics Engineer
11. Security. The Superintendent will provide security sufficient to enable Maintenance Provider and its personnel to safely perform the maintenance services described in this Contract. However, nothing herein shall be construed to make Western Tidewater Regional Jail Authority, the Superintendent, or their deputies or employees guarantors of the safety of Maintenance Provider or its employees, agents, or subcontractors, including their employees.
12. Lawsuits against Western Tidewater Regional Jail and Superintendent. In the event any lawsuit is filed against Western Tidewater Regional Jail, its elected officials, the Superintendent, or their deputies or employees, based on or containing any allegations concerning the maintenance of the building, or Maintenance Provider's performance and the performance of Maintenance Provider's employees, agents, subcontractors, defendant in any such lawsuit shall be responsible for their own defense and for any judgments rendered against them.
13. Severability. In the event any provision of this Contract is held to be unenforceable for any reason, the remainder of the Contract shall be in full force and effect and enforceable in accordance with its terms.
14. Liaison. The Superintendent, and his designee so designated by the Superintendent in writing, shall be the liaison between the Maintenance Provider and Western Tidewater Regional Jail for purposes of this Contract.
15. Changes in the Work. Western Tidewater Regional Jail may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract. If such changes increases or decrease the amount due under the Contract Documents, or in

the time required for performance of the Work, an adjustment may be authorized by Amendment. Western Tidewater Regional Jail, also, may at any time, by issuing an Order, make changes in the details of the Work. The Maintenance Provider shall proceed with the performance of any changes in the Work so ordered by Western Tidewater Regional Jail unless the Maintenance Provider believes that such Order entitles him to a change in the Contract Price or Time, or both, in which event he shall give Western Tidewater Regional Jail written notice thereof within 15 days after the receipt of the ordered changed, and the Maintenance Provider shall not execute such changes pending the receipt of an executed Amendment or further instruction from Western Tidewater Regional Jail.

The Contract Price may be changed only by an Amendment. The value of any work covered by an Amendment or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below.

- (a) Unit price previously approved.
- (b) An agreed lump sum.

Termination of Contract for Cause:

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

Additional Terms

Antidiscrimination:

Every contract in excess of Ten Thousand Dollars (\$10,000.00) which may be executed with the bidder shall include the following provisions:

During the performance of this contract, the proposer agrees:

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

- Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Brand Name “or equal”:

Specifying a brand name make or models is for the purpose of establishing a grade or quality of material only. However, the Regional Jail reserves the right to request, test, approve or reject for use any “equal” item submitted as part of this bid. Proposer must list all deviations from the listed specifications. In submitting proposals on a commodity other than as specified, proposer shall furnish complete data and identification with respect to the alternate commodity they propose to furnish. Failure to furnish required information may result in rejection of the bid.

The determination of equal products will be made solely by the Regional Jail.

Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Regional Jail. If the proposer does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the proposer proposes to furnish the exact commodity described.

Cancellation of Proposals:

The Regional Jail reserves the right to cancel this RFP, and to reject any or all proposals in whole or in part whenever the Superintendent or his designee determines that such action is in the best interest of the Regional Jail.

Compliance with all Laws:

The proposer shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. The proposer represents that it possesses all necessary licenses, permits, and certifications required to conduct its business and will acquire any additional licenses, permits and certifications necessary for performance of this agreement prior to the initiation of work. The proposer further represents that it is a company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the agreement. The proposer shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work.

The proposer shall promptly pay all suppliers and subcontractors. Failure to do so will result in payment to the Vendor being reduced by the amount owed to the subcontractor. Payment will be withheld until the Regional Jail receives notification that the supplier or subcontractor has been fully paid.

Confidentiality:

All proposals will be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a proposer shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either

before or at the time the data or other material is submitted. The written notice must specifically identify the data or 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 bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.

Debarment:

By submitting their signed proposals, all proposer certify the following:

- a. The proposer is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal Department or Agency;
- b. The proposer has not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. The proposer is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this section; and
- d. The proposer has not within a 3-year period preceding this proposal had one or more public transactions terminated for cause or default.

Drug-Free Workplace:

During the performance of this agreement, the vendor agrees as follows:

- a. The proposer will provide a drug-free workplace for the vendor's employees.
- b. The proposer will 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 proposer's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. The proposer will state in all solicitations or advertisements for employees placed by or on behalf of the vendor that the vendor maintains a drug-free workplace.
- d. The proposer will include the provisions of the foregoing Sections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Ethics in Public Contracting:

By submitting their signed bids, all proposer 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/offeror, supplier, manufacturer, or subcontractor 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.

Immigration Reform and Control Act of 1986:

By submitting their RFP, proposers certify that they do not and will not during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

Nondiscrimination of Proposer:

A proposer, offeror, or vendor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services or disbursements, the Regional Jail shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services or disbursements from an alternative provider.

Non-Appropriation Clause:

It is understood and agreed between the parties to any agreement resulting from this proposal that the Regional Jail will be bound hereunder only to the extent of funds available or which hereafter may become available for the purposes of the agreement.

Non-Assignment Clause:

Proposer shall not assign, delegate or subcontract the award or any of its rights or obligations under it in whole or in part without the prior written approval of the Regional Jail.

Payments:

Invoices must be itemized and include the appropriate purchase order number. All correspondence received by the Regional Jail must include the appropriate purchase order number. Mail all invoices to:

Western Tidewater Regional Jail
Attention: Accounts Payable
2402 Godwin Blvd.
Suffolk, VA 23434

The Regional Jail is tax exempt. A certificate will be provided upon request.

The Regional Jail will pay promptly for completed and delivered goods or services by the payment due date and there will be no penalty nor interest charges.

Within seven (7) days after receipt of payment, the proposer will:

1. Pay any subcontractors for the proportionate share of the total payment received attributable to the work performed by the subcontractor, or
2. Notify the Regional Jail and subcontractor, in writing, of his intention to withhold all or a part the subcontractor's payment with the reason for nonpayment

The proposer is obligated to pay interest to any subcontractor on all amounts owed by the proposer that remain unpaid after seven (7) days following receipt by the proposer of payment from the Regional Jail, except for amounts withheld in accordance with section 2 above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

The proposer shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements of this section with respect to each lower-tier subcontractor.

It is understood and agreed between the parties to any agreement resulting from this proposal that the Regional Jail will not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered and performed for the Regional Jail.

Security:

All personnel will be uniformed with appropriate I.D. badges and/or cards, issued by the facility and approved by the Superintendent, at all times while on the grounds of the Regional Jail.

The Regional Jail reserves the right to conduct background checks and deny access to the facility to any personnel for security reasons.

Visitors wishing to enter the facility must have a valid picture ID (Driver's License) and must log in at the lobby prior to being granted access to the facility.

Visitors who are granted access to the facility must surrender the picture ID to the Lobby officer and pass through a metal detector before entering. At that time they will be given a visitor's badge. The picture ID will be returned when the visitor's badge is collected as they exit the facility. All visitors must be escorted at all times by a member of the Regional Jail staff or one of its subcontractors.

A tool inventory will be conducted upon entering and leaving the building for any outside contractors.

Smoking or using any tobacco product is prohibited inside the Regional Jail building. Proposer may not have any tobacco products, matches, or lighters in their immediate possession while inside the security perimeter of the building. Proposer also may not have cell phones inside the Regional Jail building.

The Regional Jail reserves the right to have a proposer's personnel or staff removed from the Regional Jail facilities or premises due to unprofessional or unethical behavior.

BACK PAGE OF CONTRACT WITH SIGNATURES

ATTACHMENT 2 COST PROPOSAL

1. Base Contract Cost

A. Start-Up Cost

Start-up will be paid at the completion of the task. This should occur within 90 days of the contract start date. If completed earlier, cost should be included in the monthly invoice during the time accomplished.

CMMS Implementation	\$ _____
Policy and Procedures Development	\$ _____
Vandalism Control Program Development	\$ _____
Develop Inmate Work Program	\$ _____

TOTAL START-UP COST \$ _____

B. Monthly Base Compensation

Payment for Maintenance Services will be made monthly for Maintenance Services as described in Article III- Scope of Work. Payment will be for labor and materials as specified in the Maintenance Provider's proposal. No additional payment will be considered without specific written notice from Owner.

Monthly Base Compensation will be as follows:

MONTH	LABOR	MATERIALS*	TOTAL
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total			

**Materials includes consumable supplies, subcontractor costs and other miscellaneous expenses.*

TOTAL YEARLY COST \$ _____

2. Budgetary and Hourly Trade Rate

A. Estimated Supplemental Maintenance and Spare Parts Budget

The estimated annual budget cost for supplemental maintenance and spare parts.

TOTAL ANNUAL BUDGET \$ _____

B. Hourly Trade Rate

Hourly trade costs are to be used for calculating supplemental maintenance costs and emergency response calls which are not completed during the normal course of daily work.

<u>TRADE</u>	<u>HOURLY</u>	<u>TIME & HALF COST FOR AFTER HOURS AND WEEKENDS</u>
Contract Manager	\$ _____	\$ _____
Chief Engineer	\$ _____	\$ _____
Data Administrator	\$ _____	\$ _____
Stationary Engineers	\$ _____	\$ _____
HVAC Technicians	\$ _____	\$ _____
Electrical Technicians	\$ _____	\$ _____
Electronics Technicians	\$ _____	\$ _____
Locksmith	\$ _____	\$ _____
General Trades	\$ _____	\$ _____
Plumbing Technicians	\$ _____	\$ _____