

# Western Tidewater Regional Jail Authority

RFP # 0001-07-2023-1  
Correctional Fence Design and Installation

Due Date: August 25, 2023 at 3:00PM



Request for Proposals  
Request for Proposal # 0001-07-2023

To Provide

Correctional Fence Design and Installation

For the

Western Tidewater Regional Jail

Issued: July 24, 2023

Pre-proposal Conference: August 8, 2023 at 10:00 am  
Western Tidewater Regional Jail  
2402 Godwin Blvd  
Suffolk, Virginia 23434

Response Deadline: August 25, 2023 at 3:00 pm  
Western Tidewater Regional Jail  
2402 Godwin Blvd  
Suffolk, Virginia 23434

**Attendance at the Pre-proposal Conference is not mandatory but strongly recommended. This is the Proposer's opportunity to ask questions and to tour the area where the fence will be installed. Please call Mrs. Dickens at (757) 942-0527 if you plan to attend the conference.**

If you receive a copy of this Request for Proposal from a source other than the Issuing office, through eVA or Demandstar by Onvia, or Western Tidewater Regional Jail's website please contact the Issuing office and provide your name, address, telephone number and the RFP Number. You will be added as a Vendor of record and will receive any addenda to this RFP.

For help in downloading bids and RFP's from Demandstar/Onvia call (866) 273-1863 or email [support@demandstar.com](mailto:support@demandstar.com). For help in downloading bids and RFP's from eVA, contact eVA Customer Care at (866) 289-7367 or (804) 371-2525 or email Customer Care at the following email address: [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov). The RFP will also be posted on Western Tidewater Regional Jail's website, [www.wtrj.org](http://www.wtrj.org), under the Procurement tab.

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**REQUEST FOR PROPOSALS #0001-06-2023: CORRECTIONAL FENCE DESIGN  
AND INSTALLATION FOR THE WESTERN TIDEWATER REGIONAL JAIL**

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My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP for correctional fence design and installation.

My signature warrants that I have not employed or retained any firm or person other than a bona fide employee working solely for the firm to solicit or secure this contract and have not paid or agreed to pay any firm or person other than a bona fide employee working solely for the firm any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Authority shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

**Complete Legal Name of Firm:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

\_\_\_\_\_

**Mailing Address** \_\_\_\_\_

\_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_

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

**Telephone:** ( ) \_\_\_\_\_ **Fax No.:** ( ) \_\_\_\_\_

**Date:** \_\_\_\_\_

To receive consideration for award, this signature sheet should be returned to the Western Tidewater Regional Jail Authority as it shall be a part of your response.

# WESTERN TIDEWATER REGIONAL JAIL AUTHORITY CORRECTIONAL FENCE DESIGN AND INSTALLATION

## I. Purpose

The purpose of this Request for Proposals (RFP) is to contract with a qualified Contractor to provide all labor, materials, and equipment necessary to design and install correctional fencing at the Western Tidewater Regional Jail.

## II. Introduction/Background

The Western Tidewater Regional Jail is located in Suffolk, Virginia. It is a regional facility, which began operations in 1992. The current average daily population of inmates is 602. Approximately 178 Regional Jail and contractor employees staff the facility, including medical, food service and maintenance personnel. All inmates come from the member Cities/County. The inmates consist of male and female adults with the following statuses: pre-trial, post-trial, and convicted and waiting transfer to state/federal institutions. The facility has a stated operational capacity of 1,070 inmates. There are presently no plans for expansion of the facility. The Regional Jail reserves the right to admit federal inmates and inmates from any other jurisdictions. The building is approximately 150,000 square feet under the roof.

## III. Scope of Work

The scope of work and terms and conditions for any additional issues that arise related to this project will be negotiated.

The awarded vendor shall provide, all labor, materials, equipment, tools, and utilities necessary to provide the following:

The vendor shall design and install perimeter security fencing (see red line on Attachment 1) that is a tall, heavy duty chain-link fence and is in accordance with the Department of Corrections standard 6VAC15-81-1120 (see Attachment 2).

The vendor shall design and install fencing along the perimeter with an approximate length of 700 yards. There shall be one (1) gate 15' wide that will need to be motorized and controlled from a remote location. Gate must have keyed manual operation as well. There shall be two (2) walk-through gates 6' wide. All gates must have model 7010 prison locks with paracentric keys, keyed alike (see Attachment 3). A minimum of six (6) keys must be provided.

***\*\*All measurements in the diagrams are approximate. Vendor will need to take accurate, measurements\*\****

***Contractors may also submit proposals for alternate items/services they feel may benefit the WTRJA.***

#### **IV. Proposal Preparation and Submission Requirements**

##### **A. General Instructions**

1. All RFP proposals must be sealed, and Proposal marked for “Correctional Fence Design and Installation: Western Tidewater Regional Jail Authority”.
2. Please submit three (3) physical copies of your response with two (2) electronic copies on a flash drive or CD/DVD. Any proprietary information should be clearly identified in the proposal. One of the electronic copies should have proprietary information redacted. The RFP cover sheet as well as all addenda acknowledgements should be completed, signed, and returned with the proposal.

##### **B. Specific Requirements**

Proposals should be as thorough and detailed as possible so that the WTRJA may properly evaluate the products offered. To be considered substantively, the proposal must meet all requirements of the RFP. Any additional products or services that could be beneficial to the WTRJA should be provided as an appendix to the proposal. At a minimum, your response should include the following:

###### **1. Qualification Statement**

A statement should be included describing the Contractor’s qualifications to perform the work listed in this RFP. The statement should include the number of years you have been in business as well as the resources you have available to meet the requirements of this RFP. In addition, if the Contractor anticipates using a subcontractor(s), the same information must be submitted concerning the proposed subcontractor(s).

###### **2. Duration of Project**

The duration of the proposed project shall be included in the proposal. This shall include a start date and end date for the requested services. It is pertinent that the project begins and ends when scheduled due to time constraints. The WTRJA would prefer all facets of this project to be completed and invoiced prior to December 1, 2023. This project must be completed and invoiced no later than December 29, 2023.

###### **3. Cost of Proposed Project**

- a. Cost of materials and labor needed to complete all items included in the scope of work.
- b. Any additional charges must be detailed.

###### **4. Warranty Information**

The proposal shall include a statement from the manufacturer of the materials used stating the warranty of the labor and any materials that will be used in this project. The proposal shall also include the warranty, if applicable, from the service provider for the work that is to be completed.

## **5. Project Information**

The proposer shall include clearly and specifically identify the products and services being offered and enclose complete and detailed descriptive literature and specifications with the proposal to enable WTRJA to determine if the products and services offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

## **6. Reference**

The Contractor shall provide references from clients who have purchased similar services Names, addresses, telephone numbers, and individual contacts of at least three accounts that are similar in size and complexity to WTRJA.

## **7. Certifications**

The Contractor shall provide copies of all certifications and licenses required to perform the work required in this RFP.

## **8. Proposal Presentation**

Proposers may be asked to present their proposed system to the WTRJA evaluation committee after the proposal due date and time.

## **V. Evaluation and Award Criteria**

A committee will evaluate all proposals submitted. The proposal will be awarded based upon the proposal that is deemed to be the most responsive and of greatest benefit to the WTRJA. The evaluation criteria will include, but not be limited to:

Qualifications of Contractor and proposed subcontractor(s):

1. Demonstrated experience and service in chain-link fence installation.
2. Proposed Pricing
3. Duration of Project

The Offeror with the lowest price is not guaranteed award of this contract.

WTRJA may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359D of the Virginia Code).

## **VI. General Terms and Conditions**

### **A. Vendors Manual**

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the

purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.

#### **B. Applicable Laws and Courts**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

#### **C. Anti-Discrimination**

By submitting their proposals, proposers certify to the WTRJA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

#### **D. Ethics in Public Contracting**

By submitting their proposals, proposers 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 proposer, 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.

#### **E. Immigration Reform and Control Act of 1986**

By entering into a written contract with the WTRJA, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services with the WTRJA, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

#### **F. Debarment Status**

By participating in this procurement, the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of

goods and/or services covered by this solicitation, Contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

#### **G. Antitrust**

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the WTRJA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the WTRJA under said contract.

#### **H. Payment**

##### **1. To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase or that are paid with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is billed.

##### **2. To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment receipt from the WTRJA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the WTRJA, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.



## **I. Precedence of Terms**

The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

## **J. Qualification of Proposers**

The WTRJA may make such reasonable investigations as deemed proper and necessary to determine the ability of the proposer to perform the services/furnish the goods and the proposer shall furnish to the WTRJA all such information and data for this purpose as may be requested. The WTRJA reserves the right to inspect physical proposer's facilities prior to award to satisfy questions regarding the proposer's capabilities. The WTRJA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such proposer fails to satisfy the WTRJA that such proposer is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

## **K. Testing and Inspection**

The WTRJA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

## **L. Assignment of Contract**

A contract shall not be assigned by the Contractor in whole or in part without the written consent of the WTRJA.

## **M. Changes To the Contract**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation,

schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

***Cumulative contract modifications up to and including \$50,000 shall not exceed 25% of the original contract price without advance written approval of the agency head or his/her designee.***

#### **N. Default**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the WTRJA, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the WTRJA may have.

#### **O. Taxes**

Sales to the WTRJA are normally exempt from State sales tax. State sales and use tax

certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Excise The WTRJA's excise tax exemption registration number is 54-1629545.

**P. Use of Brand Names**

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The proposer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the WTRJA to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the proposer clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

**Q. Transportation and Packaging**

By submitting their proposals, all proposers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

**R. Insurance**

1. Workers' Compensation-Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change requirements under the *Code of Virginia* during the course of the contract shall be noncompliant with the contract.
2. Employer's-\$ 100,000 Liability.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must

assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)

**S. Drug-Free Workplace**

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

**T. Nondiscrimination of Contractors**

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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 public body 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.

**U. Availability of Funds**

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

**V. Bid Price Currency**

Unless stated otherwise in the solicitation, proposers shall state proposed prices in US dollars.

**W. Authorization to Conduct Business in the Commonwealth**

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public

body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**VII. Special Terms and Conditions**

**1. Audit**

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment. The WTRJA, 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. As-Built Drawings**

The contractor shall provide the WTRJA drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the WTRJA with maintenance manuals, parts lists and a copy of all warranties for all equipment. All “as built” drawings and parts lists and warranties shall be delivered to the WTRJA upon completion of the work and prior to final payment.

**3. Best and Final Offer**

At the conclusion of negotiations, the proposer(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the proposer(s). The proposer’s proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

**4. Bid Acceptance Period**

Any bid in response to this solicitation shall be valid for (60) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**5. Contractor/Subcontractor License Requirement**

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: \_\_\_\_\_

License # \_\_\_\_\_ Type \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

License # \_\_\_\_\_ Type \_\_\_\_\_

**6. Contractor Registration**

If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by proposer within any 12-month period is \$750,000 or more, the proposer is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State CONTRACTOR.” If such a contract is for \$120,000, or if the total value of all such contracts undertaken by proposer within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the proposer is required to be licensed as a If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the proposer is required to be licensed as a “CLASS C C require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The proposer shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Class A Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

Class B Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

Class C Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

If the proposer shall fail to provide this information on his proposal and shall fail to promptly provide said contractor license number to the WTRJA in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his proposal will not be considered.

If a proposer fails to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

**7. Contractor’s Title to Materials**

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

**8. Delivery and Storage**

It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The WTRJA will not assume any responsibility for receiving these shipments. The Contractor shall check with the WTRJA and make necessary arrangements for security and storage space in the building during installation.

**9. Extra Charges Not Allowed**

The bid price shall be for complete installation ready for the WTRJA’s use and shall include all applicable freight and installation charges; extra charges will not be allowed.

## **10. Final Inspection**

At the conclusion of the work, the contractor shall demonstrate to the authorized WTRJA representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor prior to final acceptance of the work.

## **11. Indemnification**

The Contractor shall indemnify and hold harmless the SWVJRA, its officers, agents and employees, from any and all claims, actions, lawsuits, damages, judgments, charges, expense or liabilities arising out of the performance of the Contract by Contractor, its subcontractors, agents or employees. The Contractor expressly agrees to defend the WTRJA, its agents, officers and employees from any such claims brought or actions filed against the indemnified parties.

## **12. 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, because of failure to inspect the job site, will not be considered by the WTRJA.

## **13. Prime Contractor Responsibilities**

The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

## **14. Product Information**

The proposer shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the WTRJA to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

## **15. Subcontracts**

No portion of the work shall be subcontracted without prior written consent of the WTRJA. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the WTRJA 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 its subcontractor(s) and shall assure compliance with all requirements of the contract.

## **16. Warranty (Commercial)**

The contractor agrees that the goods 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 goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the WTRJA by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

## **17. Work Site Damages**

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the WTRJA's satisfaction at the contractor's expense.

## **18. State Corporation Commission Identification Number**

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not de and acceptance of such form, or its acceptance describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

## **19. Security Procedures**

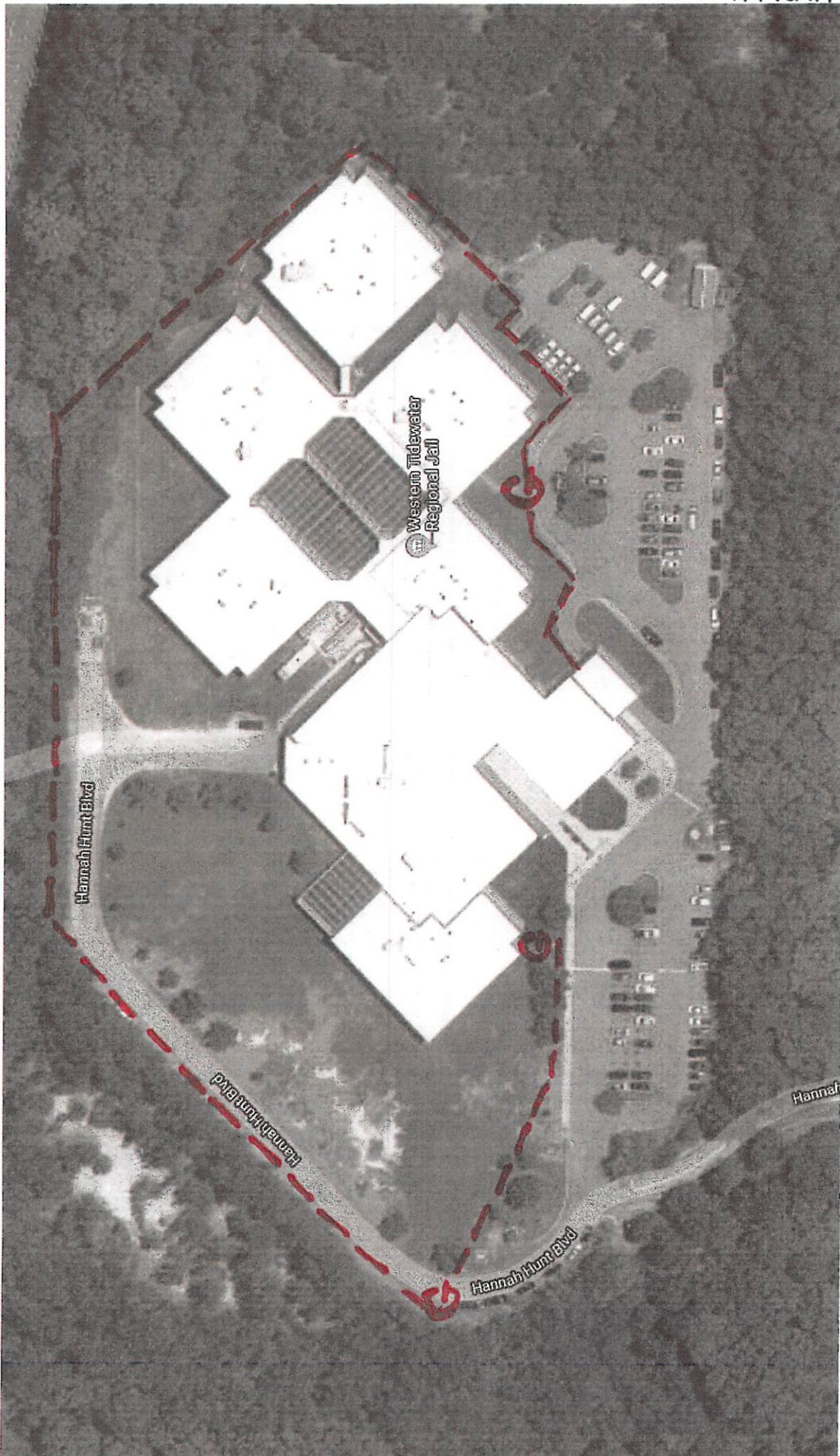
The WTRJA may request a drug test and a criminal background check of the awarded vendors employees at any time for the duration of this contract. The awarded vendor shall supply the WTRJA with the name, address, social security number, and date of birth if requested.

All employees of the awarded vendor must sign-in with Master Control if they will be working in secure areas. All tools/equipment that are taken to secured areas will be inventoried each time the employees enter and leave the secured area. All employees working in the secure area shall also have a photo ID to leave with Master Control while in secure areas.

## **VIII. Other Matters**

Respondents should contact Angela Campbell, Accounting/Procurement to answer any questions which might arise and to discuss general background information on the WTRJA and its operation.





## 6VAC15-81-1120. Fencing.

A. Two levels of security fencing are as follows:

1. Inmate containment fencing designed for outdoor recreation areas outside the secure perimeter shall consist of:

- a. Two fences at least 12 feet in height and at least 10 feet apart.
- b. Fence fabric shall be at least nine-gage, 2-1/2-inch mesh maximum opening, galvanized steel interwoven wire.
- c. Razor wire shall be provided and installed per manufacturer recommendations on the top of both fences in the vee arms or on the outrigger arm on the inmate side at the top.
- d. A third row of razor wire shall be located between the fences on the inmate side, adjacent to the outside fence.
- e. All razor wire shall be a minimum of 24/30 inch double helix coil constructed of 100% stainless steel.

2. Fencing designed for short-term supervised emergency containment shall be:

- a. At least 12 feet high.
- b. At least nine-gage and 2-1/2-inch maximum opening mesh.
- c. Galvanized steel wire interwoven fence fabric.
- d. Topped with a minimum of three rows of barbed wire securely fastened to support arms at the top of line and corner posts angled to the inmate side.

B. Fence components including the top and bottom rails, line posts, terminal posts, tension bars, attachments, concrete footings for the fence, walk gates and truck gates, shall be in accordance with manufacturer recommendations.

C. Both top and bottom selvage of the fence fabric shall be twisted and barbed.

D. All exterior fencing shall be effectively grounded.

E. After installation, all threaded fittings, connectors, and bolts shall be tack welded or peened to prevent nuts and pins from being removed. All exposed threads and connector twisted wire tie ends shall face away from the inmate side of the fence, except for double fences where the exposed threads and connector twisted wire tie ends shall face between the fences.

F. All twisted wire tie down wires shall be minimum nine-gage galvanized steel and twisted a minimum of two turns at each end.

G. Hog ring type connectors are not allowed in fencing construction.

H. Fences are not required to have barbed wire if protected by razor wire.

I. Openings between the fence post and building shall not exceed two inches.

J. Bracing shall be shielded or installed on the side of fenced away from inmates, except for double fences where the connectors and bolts shall be between fences.

K. Lock assemblies for gates in fence shall be protected from unauthorized access and tampering.

L. Tension wires are not permitted in lieu of bottom rails.

**Statutory Authority**

§§ 53.1-5, 53.1-80, and 53.1-82 of the Code of Virginia.

**Historical Notes**

Derived from Virginia Register Volume 34, Issue 12, eff. March 8, 2018.

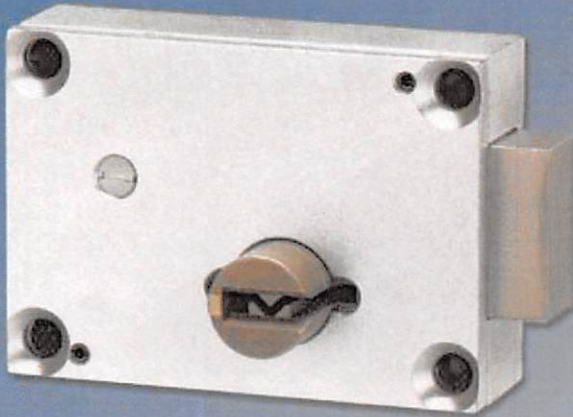


# 7010 & 7010M

## Lever-Tumbler Mechanical Deadbolt Lock for Utility Closet Access Doors and Panels

7010 bolt is operated by a prison paracentric key

7010M bolt is operated by a prison mogul key



7010



7010M

*Investment cast prison paracentric key  
(must be ordered separately)*



*Investment cast RRBS mogul cylinder key  
(must be ordered separately)*



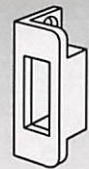
*Bolt Keepers  
(must be ordered separately)*



Mortise  
7010K



Mortise With  
Dust Box  
7010KD



Surface Applied  
7010SA



**R.R. BRINK LOCKING SYSTEMS, INC.**  
500 Earl Road • Shorewood, IL 60404  
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www.rrbrink.com

### Application

The 7010 and 7010M are industry standard deadbolt locks widely used for maximum security locking of utility access panels. These locks are specified for key-controlled locking of electrical and plumbing access panels, roof hatches, and miscellaneous small openings within the secure perimeter of a jail or prison such as a food pass or cuff port.

The 7010M deadbolt utilizes the same size case as the 7010, but is fitted with an RRBS prison grade key Mogul cylinder.

The 7010 and 7010M are not recommended for use on full-size doors.

Both locking and unlocking is accomplished with a proprietary RRBS investment cast prison paracentric or mogul key. The key cannot be removed from the lock unless the bolt is fully extended (i.e. deadlocked) or fully retracted. This safety feature alerts the user to an obstruction in the bolt keeper or receiver which might jeopardize security.

# 7010 & 7010M

## Paracentric and Mogul Key Mechanical Deadbolt for Utility Closet Access Doors and Panels

### Standard Features

- Industry standard template
- Investment cast steel lock case, zinc plated
- Stainless steel deadbolt
- One piece bronze paracentric cylinder (No. 7010) or Mogul cylinder (No. 7010M)
- Bolt retracted projection: 1/2" – 7010, 3/8" – 7010M
- Bolt throw: 5/8"
- Bolt size: 1-1/2" x 3/4"
- Four mounting screws included

### Accessories (must be ordered separately)

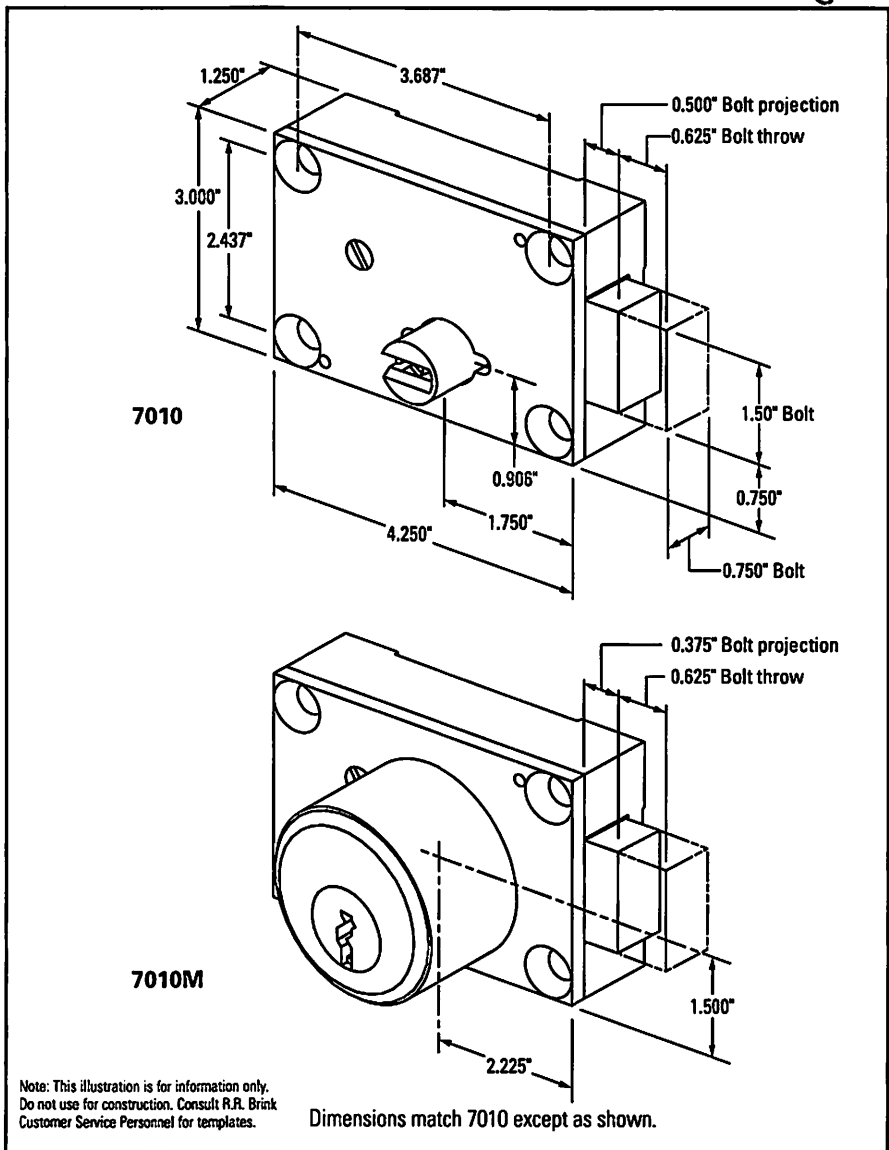
- **Prison key** – Investment cast bronze alloy – specify quantity of keys required
- **Bolt keepers**
  - 7010K standard mortise
  - 7010KD mortise with dust box
  - 7010SA surface applied

### Lock Mountings (must be ordered separately)

The access panel manufacturer usually provides a mounting plate for the 7010 lock. Otherwise RRBL's factory mountings are available for hollow metal and plate doors. They are constructed of 7-gauge steel and electroplated for corrosion resistance.

Mounting is removable for cleaning and repair of lock. Escutcheons must be purchased separately. All mounting screws are included. Consult factory directly for template of lock mountings.

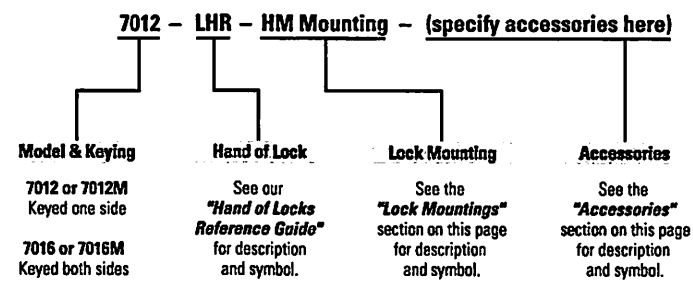
- **Hollow Metal Mounting** (specify HM Mounting) – for use on hollow metal doors.
- **Plate Mounting** (specify P Mounting) – for use on steel plate doors. Allows lock to be rim mounted.



### Ordering Information

Model	Description
7012 or 7012M	keyed one side
7016 or 7016M	keyed both sides

### Ordering Example



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### Security Warning

With lever-tumbler locks keyed on two sides (i.e. 7016), it is important that the end user always remove the key from a locked door. If the key is left in the lock, for instance on the non-secure side to facilitate frequent unlocking, the bolt can be retracted from the opposite by turning the cylinder with a common tool. (e.g. screwdriver). This poses an unacceptable and potentially dangerous security risk!