



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

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September 13, 2019

RFP #2020-013

Maintenance of the Electronic Security System

for

Western Virginia Regional Jail Authority

ADDENDUM NO. 4

Previous Contract
Due Date & Time:
October 11, 2019 2:00PM
(Local Prevailing Time)

**Addendum No. 4
RFP 2020-013
Maintenance of the Electronic Security System**

1. Previous Contract Attached

*****REQUIRED*****

*****Sign and return with your bid package*****

Sign Name:

Print Name:

Date:

Company

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**South Western Communications, Inc.
Corrections & Justice Group**

www.swcdec.com

LETTER OF CERTIFICATION & WARRANTY

Thank you for choosing South Western Communications, Inc. for your electronic systems integration needs. Below you will find the certification and warranty information for the following project.

Facility: Western Virginia Regional Jail, Salem VA

Systems: Door Control, Lighting/Receptacle, Touch Screen, UPS, Intercommunications, Visitation Phone, CCTV, Card Access, Video Visitation, Duress, Call Button

Certification Date: 04/07/2009

Warranty Begin Date: 04/07/2009

Warranty Expiration Date: 04/07/2011

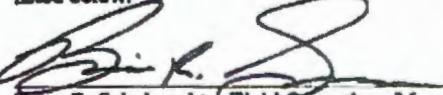
South Western Communications (SWC) certifies that the system has been installed per the manufacturer's recommendations and is functioning correctly. This warranty is for equipment and labor furnished by SWC as part of this contract.

Warranty exclusions:

- a) Repair of damage caused by the use of unauthorized supplies or equipment.
- b) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; neglect or misuse, alterations, which shall include, but not be limited to, any deviation from South Western Communication's physical, mechanical or electrical machine design.
- c) Devices not supplied by South Western Communications and the adjustment thereof, which are connected to, and/or monitored and/or controlled by SWC equipment. These devices can be, but are not limited to, mechanical, electrical or electronic in nature.
- d) Electrical work external to the equipment or accessories furnished by South Western Communications.
- e) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment as prescribed by South Western Communications and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control.
- f) Routine maintenance visit will be provided at the end of the warranty period at a time coordinated with the Owner for adjustments, replacement of parts, components, and/or supplies.
- g) Services will be performed within the above 12-month period not classified as routine maintenance or as warranty work as described in Division 1 section "Warranties and Bonds" when authorized in writing. Compensation for additional services must be agreed upon in writing prior to performing services.

Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment, nor permit the same by other Contractors without first obtaining permission from SWC. Any work performed by SWC to correct customer's breach of the foregoing obligation shall be corrected and paid for by the Customer at SWC's prevailing rates.

Again, thank you for your business. Should you have future electronic systems needs, please contact our office at the phone number listed below.


Brian R. Schuknecht - Field Operations Manager

CC: Master File - 12Z
RT: DG _____, FYA: MM _____

1608 CHURCH STREET SE * DECATUR, AL 35601

(256)351-2445 * FAX (256)351-1648

CORPORATE HEADQUARTERS - EVANSVILLE, IN
MAJOR BRANCH LOCATIONS - DECATUR, AL * EVANSVILLE, IN * INDIANAPOLIS, IN * NASHVILLE, TN

Extended Warranty Information

Customer: Western Virginia Regional Jail

Equipment Location(s):

Western Virginia Regional Jail, Salem, VA

Term of Contract: From July 1, 2018 through June 30, 2019 – Coverage must be continuous and extend from base contract two year warranty. **Warranty end date:** April 7, 2011

Equipment Covered: Door controls, lighting/receptacle controls, touchscreen control stations, UPS, intercommunications, video visitation, CCTV, card access, duress and call button systems installed by SWC in the Jail.

Listed below are the costs for extended warranty parts and labor agreement.

Coverage type: All parts, material and labor included

Billing Period: Quarterly

(1) Amount per Quarterly Period: \$35,498.00

(2) Annual cost: \$141,992.00

This proposal is valid for a period of 90 calendar days. At the end of 90 days pricing must be re-evaluated to incorporate the most current costs of material and labor.

Extended Warranty Agreement - South Western Communications

1. **SERVICES:** South Western Communications shall service, and warranty the system(s) as designed by South Western Communications and approved by Customer, in accordance with South Western Communication's Proposal (attached).
2. **SERVICE AGREEMENT CHARGES:** The Customer agrees to pay South Western Communications, its agents or assigns, the maintenance charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
3. **MAINTENANCE & SERVICE:** Customer hereby authorizes and empowers South Western Communications to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with South Western Communication's standard practices and shall be completed in accordance with a mutually agreed upon quarterly schedule, unless stated otherwise in the Proposal. The obligation of South Western Communications to provide service related to the maintenance of the system pertains solely to the items installed by South Western Communications. South Western Communications is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in this agreement. In order to protect Customer from losses resulting from, damage to, or destruction of South Western Communications systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. South Western Communications will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance is also to be provided by South Western Communications under this Agreement as necessary. Service provided by South Western Communications under this Agreement does not assure against, nor does South Western Communications assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our Full Service Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by South Western Communications.
4. **OPERATION:** Customer represents and agrees to use the equipment properly and follow proper operating procedures, test the systems and to notify South Western Communications promptly if such equipment fails to respond to the test. If South Western Communications representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence. Customer agrees that all doors, sliders, electric locks, or other elements of the premises as now constructed will be maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s).
5. **DELAYS - INTERRUPTION OF SERVICE:** South Western Communications shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, or by any event beyond the control of South Western Communications. South Western Communications will not be required to furnish service to Customer while such interruption shall continue.
6. **EQUIPMENT COVERED:** All equipment originally installed by South Western Communications. These systems are CCTV, Security Management Computers, Locking Control, Intercom/Paging, Fire Alarm, Duress System, Card Access System and inmate visitation phone systems.
7. **EXCLUSIONS:** Services to be provided by South Western Communications pursuant to this Agreement do not include:
 - a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as prescribed by South Western Communications and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the original warranty letter.

- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from South Western Communication's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-South Western Communications equipment and devices not supplied by South Western Communications.
- e) Electrical work external to the equipment or accessories furnished by South Western Communications.

8. **ADDITIONAL CHARGES:** Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at South Western Communications prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without South Western Communication's specific permission, nor permit the same by other Contractors. Any work performed by South Western Communications to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at South Western Communications prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of South Western Communications shall be corrected by South Western Communications and paid for by Customer in accordance with South Western Communications prevailing rates.

9. **LIQUIDATED DAMAGES - South Western Communication's LIMITS OF LIABILITY:** It is understood that South Western Communications is not an insurer, that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to South Western Communications by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from South Western Communications and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. South Western Communications MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED. Customer agrees that South Western Communications shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of South Western Communications, its agents or employees. The Customer does hereby waive and release any rights of recovery against South Western Communications that it may have hereunder.

10. **RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing no less than thirty (30) days prior to the expiration date of this Agreement.

11. **TERMINATION/PAYMENT:** South Western Communications has the option to terminate this agreement for cause should any payment due from Customer to South Western Communications remain overdue for a period of more than thirty (30) days. Should South Western Communications elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.

12. **SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of South Western Communications, which consent will not unreasonably be withheld.

13. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by South Western Communications to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of South Western Communications. If approval is not obtained, the only liability of South Western Communications shall be to return to Customer the amount, if any, paid to South Western Communications upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.
14. JURISDICTION. This Agreement will be governed by the laws of the State of Virginia.
15. RESPONSE: Phone contact will be made by South Western Communications within one (1) hour following receipt of an emergency service call. An authorized person must place the originating service call request. Facility personnel with access to equipment rooms, cabinets and racks shall be made available to assist in evaluating the equipment failure during return phone call(s).

PROPOSAL ACCEPTANCE

The specifications, conditions, prices, and Service Agreement (attached) presented in this proposal are accepted as indicated by the signatures below. South Western Communications is authorized to perform the maintenance services as specified within this proposal, when payment is made as outlined in this document.

ACCEPTED BY: (Please type or print except where otherwise indicated.)

CLIENT:

Facility Name: Western Virginia Regional Jail.

Authorized
Signature: Dawn M Rago

Printed
Name, Title: Dawn M Rago, Buyer

Date: 10/9/18

South Western Communications:

Authorized
Signature: Freddie Steele

Printed
Name, Title: Freddie Steele Branch Manager

Date: 10/15/18