



# INVITATION TO BID

## Meherrin River Regional Jail

### Finance Department

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Invitation to Bid No. 02-FY2017

Due by 2:00 p.m. local time prevailing, March 29, 2017

**Title: HOUSEKEEPING SUPPLIES**

**Date: March 17, 2017**

Sealed bids, subject to the specifications and conditions contained herein, will be received at the Meherrin River Regional Jail on the date and prior to the time stated above. Bids will be publicly opened and read for the provision of a term contract to provide housekeeping supplies, consulting and related support services on an "as needed" basis to the Meherrin River Regional Jail, in accordance with the enclosed specifications.

Your bid must be submitted on the enclosed BID FORM (Pages 8 through 12 ) or a copy thereof. The bidder must complete all blanks or note as not applicable. A person authorized to bind the company in contractual matters must sign the BID FORM. Failure to comply with these requirements shall be cause for rejection of bid. Any bid received after the announced time and date of opening, whether by mail or otherwise, will not be considered and will be returned, unopened.

#### **PRE-BID CONFERENCE**

No pre-bid conference will be held for this purchase. Any changes made to the written requirements of the bid documents shall be made by written addendum issued only by the Meherrin River Regional Jail Finance Department. Each bidder shall ascertain prior to submitting its bid that they have received all Addenda issued, and they shall acknowledge receipt and inclusion of all Addenda in their bid. All questions or inquiries must be received by 2:00 PM, March 22, 2017 to be assured a response. Any questions concerning this Invitation to Bid should be directed to Major Brent Wright, Deputy Superintendent, 434-949-6700 or bwright@mrrj.org.

#### **SUBMISSION OF BIDS**

Bids must be submitted prior to the time, and on the date stated above to:

**BY MAIL:**  
Meherrin River Regional Jail  
P.O. Box 10  
Alberta, VA 23821

OR

**BY EXPRESS MAIL:**  
Meherrin River Regional Jail  
9000 Boydton Plank Road  
Alberta, Virginia 23821

**Submission of bids electronically or by facsimile will not be accepted.**

#### **REFERENCES**

The Contractor shall provide references from at least three companies, preferably municipalities, for which similar work has been performed. References shall be indicated on the BID FORM.

#### **GENERAL INFORMATION**

The Meherrin River Regional Jail (herein referred to as "the Jail") is soliciting bids for the provision of a term contract for the purchase of housekeeping supplies on an "as needed" basis. Estimated annual quantities are provided on the BID FORM. However, the Jail offers no guarantee of the quantity of purchases to be made under the Contract.

## AWARD

The Jail intends to award the entire contract to one vendor. The determination as to who submits the low bid will be based on the grand total of all items listed in the Invitation to Bid. **Failure to submit a price for any item will result in that bid being deemed non-responsive, and it will not be considered.** However, the Jail may choose to award on a per item basis to multiple vendors.

## SPECIFICATIONS

Items 1 thru 3 will need to be provided with a dispensing system, installation and maintained at no charge.

1. Laundry Detergent, minimum active ingredients 30%. 15 Gallon Kegs
2. Chlorine Bleach – active ingredients 12%. 15 Gallon Kegs
3. Oxygen Safe Bleach – minimum active ingredient 40% to 50%. 15 Gallon Kegs
4. Laundry Portion Packs- 2oz

Items 5 Thru 8 Stainless Steel Secure Locking Mixing Stations will need to be provided, installed, and maintained at no charge. There are a total of 8 mixing stations.

5. Germicidal Disinfectant- 64:1 Ratio with neutral Ph, One Gallon Containers
6. Floor Cleaner- 256:1 Ratio with neutral Ph, One Gallon Containers
7. Streak Free Glass Cleaner- 10:1 Ratio. No alcohol or ammonia, One Gallon Containers
8. Heavy Duty Bathroom Cleaner- 10:1 Ratio. Non-Acidic, One Gallon Containers
9. Blue Microfiber Dust Mop- 5” x 48”
10. Dust Mop Frame- 5” x 48”
11. Dust Mop Handle: Fiberglass
12. Large Loop Mops- 24oz 5” Head Band Blended (Blue)
13. 4-Ply Loop Finish Mops- 24oz 5” Head Band Blended (Blue & White)
14. Mop Handles with Plastic Tips – Quick change mop handle, No Wood Heavy Duty, IMPACT #84
15. Lobby Broom and Dust Pan Combo, – Libman #919 clip together
16. Angle Broom- Libman #994
17. Mop Bucket/Institutional Combo- 35 quart
18. Floor Stripper – 30% active ingredients, hi percentage Butyl, Ph > 12.5, will require MSDS to show the active ingredients. One Gallon Containers.
19. Floor Finish, 30% Solids – Highest Quality for shine and durability, must be both finish and sealer, will require MSDS to show solids. One Gallon Containers
20. Spray Buff /Restorer Combo, dilute with water – Spray buff 10:1 ratio, Restorer 4:1 ratio, One Gallon Containers
21. Black Strip Doodle Pads- 4” x 10”
22. Doodle Bug Pad Holder- Fits 4” x 10” Strip Pad
23. Fiberglass Threaded Pole for Doodle Bug
24. Pink Pro Burnishing Pads (equal to 3M Pink Eraser) Buffer Pads- 20”
25. Black Stripper Pads- 20”
26. Window Visa Versa Washer/Squeegee Combo-14”
27. Window Visa Versa Washer/Squeegee Combo with 18 foot extension pole
28. Portable Caddy/Bucket for 14” Squeegee
29. Floor Squeegee- “Gordon Brush Wisconsin” #190300H Heavy Duty Reinforced 5 Foot Steel Handle
30. Floor Squeegee- “Gordon Brush Wisconsin” #625242 24” Heavy Duty Moss Double Squeegee
31. Aerosol Baseboard Stripper, 20oz can
32. Furniture Polish Aerosol, 16oz can
33. Metered Air Freshener Cans, 7oz
34. Universal Metered Air Freshener Dispenser – Fully Programmable
35. Pear Urinal Screen, No Substitutions
36. Deodorant Rim Hangers
37. Two Ply Toilet Tissue – 500 sheets/roll, 96 rolls per case
38. White Rolled Paper Towels- 800 feet per roll. 12 rolls per case. (Must provide and install dispensers at no charge)
39. Mechanical Hands Free Rolled Paper Towel Dispenser
40. Latex Free, Powder Free Nitrile Gloves, Medium, 100/box
41. Latex Free, Powder Free Nitrile Gloves, Large, 100/box

42. Latex Free, Powder Free Nitrile Gloves, X-Large, 100/box
43. Liquid Drain Cleaner, Quart – Odorless Non-Acid, Alkaline Base Product
44. Green Seal Foaming Hand Soap – 1000ml containers. (Must provide and install dispensers at no charge)
45. Green Seal Foaming Hand Soap Dispenser for 1000ml containers
46. Bathroom Trash Can Liners – Clear 33” x 40” 16 MIC
47. Office Trash Can Liners- Clear 24” x 33” 8 MIC
48. Black Office Trash Can- 28 quart
49. Fire-Resistant Waste Baskets- 28 quart
50. Brute 44 Gallon Heavy Duty Trash Can with Lid
51. Black Trash Can Liners, Star Seal Bottom. 38” x 58”, Minimum of 1.2 mil
52. Toilet Seat Covers- 5,000 case
53. Toilet Seat Cover Dispenser
54. “Orange” Hand Cleaner – “Grit” Cleaner
55. “Orange” Hand Cleaner Dispenser
56. Terry Cloth Towels, 25# Bundles
57. Household Chlorine Bleach, One Gallon Containers
58. Purell Touch Free Hand Sanitizer- 1250 ml
59. 32oz Spray Bottle
60. Spray Bottle Trigger Sprayer
61. Defense Wipes- 150 Wipes per Container

## **SCOPE OF SERVICES**

To assist the Jail in optimizing our cleaning resources and in maintaining focus on our primary objective, the successful Contractor shall provide the following:

### 1. Risk Management Program

The Offeror shall propose an OSHA certified risk management program to include product liability insurance, quality control, professional advice, safety, and environmental concerns. The program shall be outlined in the Offeror’s proposal. The Contractor’s trainer must be certified through OSHA or a chemical association. Copies of the trainer’s certification must be submitted with your proposal.

### 2. M.S.D.S. Materials

The Contractor must provide the Jail copies of all Material Safety Data Sheets in compliance with OSHA’s Hazard Communication Standard. All labels for secondary containers are to meet OSHA’s guidelines. As a service to the Jail to assist with compliance of OSHA requirements, the Contractor shall provide MSDS and labeling in English and Spanish. In addition, the Contractor’s representative shall be responsible for providing and ensuring that all MSDS binders are kept up-to-date.

### 3. Training Program

All trainers shall have at least five (5) years of training experience. The Contractor will provide a comprehensive training program to include, but not limited to the following:

- A. New employee orientations to be offered on an as requested basis.
- B. Product process and safety training shall be offered in various formats from individual to large group, in classroom seminar and hands-on styles. Sessions are to be available on an as requested basis.
- C. Provide annual training for product, process and safety. Training shall be offered in various formats from individual to large group and in classroom seminars with hands-on styles. Sessions are to be on an as requested basis.

- D. Provide all MSDS sheets and explain to the Jail when and where necessary to implement.
- E. All training blocks must include employee handouts, which, upon completion of the program will comprise of a custodian's handbook.
- F. A certificate of completion shall be awarded to each employee upon successful completion of each block of the training program.

4. Technical Support

The Contractor shall provide ongoing technical service support regarding products, procedures and equipment as requested by the Jail.

5. Prior Experience

The Contractor must demonstrate the ability to meet delivery requirements by providing a minimum of three (3) references of similar size and nature with whom they have conducted business for at least two years.

6. Chemical Proportioning System

The Contractor shall propose a system to include packets of cleaning chemicals to be utilized at the Jail. It should be a push button dispensing system, which will meter the selected product at the correct dilution rate without waste. Metering tips must ensure consistent dilution accuracy. It shall incorporate a method of preventing back-flow contamination of the water supply. The system shall provide product security via a locking cabinet. It must provide low-flow dispensing (for quart containers), and high-flow dispensing (for mop buckets, extractors and auto scrubbers). The system will take up minimal space. Ancillary methods of proportioning utilizing the same products and color and number coding system are to be available including concentrated packets and quarts, where space or water supply will not allow a proportioner to be installed. Product usage wall charts using the same color and number coding should be provided. Quick reference materials in a laminated, color-coded bi-lingual format shall be provided as requested. The Contractor shall include a description (including descriptive literature) of the system proposed. All costs of the system must be included and kept separate from the other costs listed in the proposal.

7. Price and Conformity to Plans and Specifications

The Authority will award the contract to the lowest responsive and responsible bidder.

8. Company Representative

The Contractor must provide the qualifications of the representatives assigned to the Jail as well as back up personnel must be outlined in the proposal.

9. Secondary Labeling

The Contractor must provide sufficient secondary product labels for each item sold. Labels must be resistant to deterioration from contact with chemicals and/or water. All secondary labels shall be bi-lingual and shall comply with requirements of the OSHA Hazard Communication Standard.

10. Brand Name

All products submitted must be recognized national brand names. The brand name must appear on the proposal for each item. A space left blank will not be considered for award.

11. Chemical Products

All products must be UL, EPA, USDA rated and OSHA approved, where applicable. The Contractor shall furnish all applicable test data and descriptive literature for all products.

12. Regulatory Compliance

The Contractor must provide assistance with regulatory compliance proactively and give expert witness consultation during slip and fall litigation upon request.

13. Deliver Arrangements

The Contractor shall provide data related to their local distribution center including locations, capacity in cubic feet and availability of inventory. The Contractor shall indicate which of the following delivery methods their company is able to provide in addition to same or next day deliveries for special or emergency needs.

- A. Ship all chemicals to the Jail for storage.
- B. "Just In Time" Delivery to the Jail monthly.
- C. Contractor consigns the product to the Jail and invoices monthly based on usage.

14. Chemical Manufacturer Access

The Contractor shall ensure access through the Internet to the Contractor's chosen manufacturer for maintenance supplies.

15. Ordering Options

The Contractor shall indicate which of the following ordering options are available through their company:

- A. Telephone orders
- B. Customized fax order forms
- C. Customized e-mail ordering
- D. EDI
- E. Vendor Managed Inventory
- F. Other

16. Training Videos

The Contractor shall provide unlimited usage educational housekeeping videos for auxiliary in-house training.

17. Certificate of Insurance

Contractor shall provide certificates of insurance outlining the coverage's for maintenance supplies being offered.

18. Ongoing Improvements

The Contractor shall include an ongoing process of improving overall housekeeping operations to include, but not limited to evaluations, consultations and recommendations regarding new equipment intended to optimize current labor force efforts.

## **CHANGES TO THE CONTRACT**

The Jail and the Contractor may, by mutual written agreement, add or delete items or services within the scope of services of the contract. New items or items that become unavailable from the Contractor's distributor or the manufacturer may be added to the contract at a price that is not more than the existing unit price for a comparable items listed in the contract. Should there be no comparable item in the contract, such items may be added at a unit price agreed to by the parties and evidenced by a written contract addendum to the contract issued by the Jail Finance Department. All additions shall be approved by the Meherrin River Regional Jail.

## **DELIVERY**

1. **For any order placed under this Contract, whether written or verbal, delivery is preferred within seven days after receipt of order, but, shall be no later than 20 days after receipt of order (not applicable to custom made items). The Contractor shall be required to maintain an inventory of 15 percent of the estimated quantities included on the BID FORM for each uniform article listed on the BID FORM to ensure compliance of the delivery requirements.**
2. Any items not delivered within the 20 days referred to in *Item 1* (above) may, at the Jail's option, be canceled from that portion of the Contract and be purchased from another supplier. **Any additional costs incurred will be charged back to the Contractor or deducted from monies due under the Contract.**
3. Bid price shall include all freight costs, including inside delivery, F.O.B. destination to the Meherrin River Regional Jail, 9000 Boydton Plank Road, Alberta, VA 23821.

## **RETURNS AND EXCHANGES**

The Contractor shall allow the Jail to return and/or exchange items as necessary. The Jail will pay freight only on items returned to the Contractor, but prefer to hand deliver returned items to the local office, **if available**. The Contractor shall pay freight to re-ship items. No additional charges shall apply (i.e., restocking fees).

## **METHOD OF INVOICING**

1. The Contractor shall submit an invoice with each shipment, **or**, not less than once monthly. Prices invoiced shall be on a unit price basis as specified in the BID FORM. Invoices shall be submitted to the Meherrin River Regional Jail, P. O. Box 10, Alberta, Virginia 23821.
2. Each invoice submitted shall reference the Jail's Purchase Order Number. Invoices will be checked against signed inventory receipts included with shipments. If an invoice contains items not delivered or received, those items will be removed from the invoice.
3. Payment to the Contractor shall be made within 30 days of the receipt of an approved invoice following delivery and acceptance of the product by the Jail.

## **BID EVALUATION**

Bids will be evaluated based on the estimated quantities stated in the BID FORM. These quantities are included for evaluation purposes only and should not be interpreted as a guarantee of quantities to be ordered under the resulting contract. The Jail offers no such guarantee. The Jail reserves the right to increase or decrease the quantity to be purchased at the current contract prices.

## **CONTRACT DOCUMENTS**

The Contractor shall be required to execute the contract included in **APPENDIX A** or one with substantially similar terms. The Bidder to whom the contract is awarded shall be required to execute the contract and furnish any required

Certificate of Insurance, bonds and other required documents within 15 days after receipt of notification that the contract is ready for signature. Otherwise, the Jail may award the Bid to the next lowest responsive and responsible Bidder.

### **INSURANCE REQUIREMENTS**

The Contractor shall be required to provide insurance with the minimum requirements set forth in **APPENDIX B**.

### **CONTRACT TERM, RENEWAL, PRICE ESCALATION AND TERMINATION**

1. The initial term of this contract shall be for two years, with the option to renew for three additional one year periods, upon mutual consent of the parties to the contract. **Bid prices shall remain firm for the initial term of the contract.**
2. For future contract periods, price increases shall be limited to the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.
3. Either party to the CONTRACT resulting from this Invitation to Bid may terminate the agreement by 60 days written notice to the other party.
4. If funds are not appropriated for the resultant contract for any fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered contract default, and the Jail shall not be liable for future payments or for cancellation or termination charges.

### **GENERAL TERMS AND CONDITIONS**

By submitting a response to this solicitation, the bidder is subject to the General Terms, Conditions and Instructions to Bidders included in **APPENDIX C**.

**BID FORM**

**HOUSEKEEPING SUPPLIES  
MEHERRIN RIVER REGIONAL JAIL**

**Invitation to Bid No. 02-FY2017**

**Bids due March 29, 2017, prior to 2:00 P.M. Local Time Prevailing**

**SUBMIT PAGES 8 THROUGH 12 AS YOUR BID RESPONSE.**

***BIDS MAY BE SUBMITTED FOR THE SPECIFIED BRAND OR AN APPROVED EQUIVALENT. IF BIDDING A BRAND OTHER THAN THAT SPECIFIED, SAMPLES MAY BE REQUESTED FOR EVALUATION PRIOR TO AWARD OF CONTRACT.***

**MY BID TO PROVIDE ALL THE ITEMS DESCRIBED IN THIS BID INVITATION IS AS FOLLOWS:**

<b><u>ITEM</u></b>	<b><u>PRODUCT</u></b>	<b><u>ANNUAL USAGE</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>EXTENDED PRICE</u></b>
1.	Laundry Detergent	12 Kegs	\$ _____	\$ _____
2.	Chlorine Bleach	10 Kegs	\$ _____	\$ _____
3.	Oxygen Safe Bleach	5 Kegs	\$ _____	\$ _____
4.	Laundry Portion Packs	6,000 Packs	\$ _____	\$ _____
5.	Germicidal Disinfectant	100 Gallons	\$ _____	\$ _____
6.	Floor Cleaner	100 Gallons	\$ _____	\$ _____
7.	Streak Free Glass Cleaner	40 Gallons	\$ _____	\$ _____
8.	Heavy Duty Bathroom Cleaner	100 Gallons	\$ _____	\$ _____
9.	Blue Microfiber Dust Mop	20 Mops	\$ _____	\$ _____
10.	Blue Mop Frames	20 Frames	\$ _____	\$ _____
11.	Dust Mop Handles	20 Handles	\$ _____	\$ _____
12.	Large Loop Mops	25 Mops	\$ _____	\$ _____
13.	4-Ply Loop Finish Mops	12 Mops	\$ _____	\$ _____
14.	Mop Handles W/ Plastic Tips	25 Handles	\$ _____	\$ _____
15.	Lobby Broom & Dust Pan Combo	20 Each	\$ _____	\$ _____
16.	Angle Broom- Libman # 994	18 Brooms	\$ _____	\$ _____



17.	Mop Bucket/Institutional Combo	20 Each	\$ _____	\$ _____
18.	Floor Stripper	50 Gallons	\$ _____	\$ _____
19.	Floor Finish	50 Gallons	\$ _____	\$ _____
20.	Spray Buff/ Restorer Combo	36 Gallons	\$ _____	\$ _____
21.	Black Strip Doodle Pads	200 Pads	\$ _____	\$ _____
22.	Doodle Bug Pad Holders	20 Holders	\$ _____	\$ _____
23.	Fiberglass Threaded Pole for Doodle Bug	10 Poles	\$ _____	\$ _____
24.	Pink Pro Burnishing Pads	75 Pads	\$ _____	\$ _____
25.	Black Stripper Pads	40 Pads	\$ _____	\$ _____
26.	Window Visa Versa Washer Squeegee Combo	10 Combos	\$ _____	\$ _____
27.	Window Visa Versa Washer Squeegee Combo W/ Pole	10 W/ Pole	\$ _____	\$ _____
28.	Portable Caddy/Bucket for Squeegee	6 Buckets	\$ _____	\$ _____
29.	Floor Squeegee W/ Handle	6 Squeegees	\$ _____	\$ _____
30.	Floor Squeegee Heavy Duty Moss Double Squeegee	10 Squeegees	\$ _____	\$ _____
31.	Aerosol Baseboard Stripper	24 Cans	\$ _____	\$ _____
32.	Aerosol Furniture Polish	24 Cans	\$ _____	\$ _____
33.	Metered Air Fresheners Can	50 Cans	\$ _____	\$ _____
34.	Metered Air Freshener Dispenser	20 Dispensers	\$ _____	\$ _____
35.	Pear Urinal Screens	50 Screens	\$ _____	\$ _____
36.	Deodorant Rim Hangers	50 Hangers	\$ _____	\$ _____
37.	Two ply toilet tissue 96 rolls per case	420 Cases	\$ _____	\$ _____
38.	White Rolled Paper Towels 800 Feet	50 Cases	\$ _____	\$ _____
39.	Paper Towel Dispensers	35 Dispensers	\$ _____	\$ _____
40.	Latex Free, Powder Free Nitrile Gloves, Medium, 100/box	100 Boxes	\$ _____	\$ _____

41.	Latex Free, Powder Free Nitrile Gloves, Large, 100/box	200 Boxes	\$ _____	\$ _____
42.	Latex Free, Powder Free Nitrile Gloves, X- Large, 100/box	200 Boxes	\$ _____	\$ _____
43.	Liquid Drain Cleaner	50 Quarts	\$ _____	\$ _____
44.	Green Seal Foaming Hand Soap	100 Containers	\$ _____	\$ _____
45.	Hand Soap Dispensers	35 Dispensers	\$ _____	\$ _____
46.	Bathroom Trash Can Liners	60 Cases	\$ _____	\$ _____
47.	Office Trash Can Liners	80 Cases	\$ _____	\$ _____
48.	Black Office Trash Can	50 Cans	\$ _____	\$ _____
49.	Fire-Resistant Waste Baskets	30 Baskets	\$ _____	\$ _____
50.	Brute 44 Gallon Heavy Duty Trash Cans w/Lid	5 Trash Cans	\$ _____	\$ _____
51.	Black Trash Can Liners	10 Cases	\$ _____	\$ _____
52.	Toilet Seat Covers	2 Cases	\$ _____	\$ _____
53.	Toilet Seat Cover Dispensers	10 Dispensers	\$ _____	\$ _____
54.	“Orange” Hand Cleaner	2 Cases	\$ _____	\$ _____
55.	“Orange” Hand Cleaner Dispenser	1 Dispenser	\$ _____	\$ _____
56.	Terry Towels 25#	4 Bundles	\$ _____	\$ _____
57.	Household Chlorine Bleach	5 Cases	\$ _____	\$ _____
58.	Purell Touch Free Hand Sanitizer	12 Cases	\$ _____	\$ _____
59.	32oz Spray Bottle	60 Bottles	\$ _____	\$ _____
60.	Spray Bottle Trigger Sprayer	120 Triggers	\$ _____	\$ _____
61.	Defense Wipes, 150 Wipes/Container	36 Cases	\$ _____	\$ _____
<b>GRAND TOTAL:</b>				\$ _____

**DELIVERY AFTER RECEIPT OF ORDER: \_\_\_\_\_ DAYS**

**PRODUCT MANUFACTURER: \_\_\_\_\_**

MANUFACTURER'S LITERATURE ENCLOSED: \_\_\_\_\_ Yes \_\_\_\_\_ No

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**REFERENCES**

- a.** Firm/Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_
- b.** Firm/Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_
- c.** Firm/Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

The Jail requires that a minimum of 30 days after receipt of an approved invoice by the Jail shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of bids. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

PROMPT PAYMENT TERMS: \_\_\_\_\_  
(PLEASE NOTE: COD TERMS ARE NOT ACCEPTABLE)

Receipt of Addenda listed below is acknowledged and the bid incorporates all requirements of these Addenda:

No. \_\_\_ Date \_\_\_\_\_ No. \_\_\_ Date \_\_\_\_\_ No. \_\_\_ Date \_\_\_\_\_

In compliance with this Bid Invitation and subject to all conditions, the undersigned offers and agrees, if this bid is accepted within 60 calendar days from the date of opening, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the points as specified and as scheduled.

The Bidder certifies that he has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this Bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the Jail.

PLEASE INDICATE THE TYPE OF BUSINESS:

\_\_\_\_\_ Individual Trading in Own Name

\_\_\_\_\_ Partnership

\_\_\_\_\_ Individual Trading Under Trade Name  
(Individual and Trade Name must be listed below  
As "legal name")

\_\_\_\_\_ Corporation

CORPORATE SEAL:

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Please give the corporate identification number from the State Corporation Commission, or a statement why such number is not required.

FULL LEGAL NAME OF BIDDER \_\_\_\_\_

FED. ID NO. \_\_\_\_\_

Remittance Address (If Different):

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_

DATE: \_\_\_\_\_

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My signature certifies that this firm (or individual) 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 Meherrin River Regional Jail, 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 person that could be considered as a conflict of interest or a potential conflict of interest to the Meherrin River Regional Jail, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Jail.

SIGNATURE: \_\_\_\_\_  
(Person signing must be authorized to  
bind the Bidder in contractual matters)

TITLE: \_\_\_\_\_  
(Applicable for Partnership/Corporation)

NAME: \_\_\_\_\_  
Typed or Printed Name

**APPENDIX A**

**SAMPLE CONTRACT**

**ITB No. 02-FY2017**

**TITLE: HOUSEKEEPING SUPPLIES**

THIS CONTRACT is entered into \_\_\_\_\_, 2017, by MEHERRIN RIVER REGIONAL JAIL, BRUNSWICK COUNTY, VIRGINIA ("the Jail"), and \_\_\_\_\_, ("the Contractor").

The parties agree that in consideration of the attached fee schedule, the Contractor will perform all services and deliver all goods in accordance with the requirements described in Invitation to Bid No. 02-FY2017, dated March 17, 2017.

Contract documents, in addition to this CONTRACT and the General Terms and Conditions and other requirements of the Invitation to Bid and the above referenced Invitation to Bid No. 02-FY2017, are the Certificate of Insurance and the bid documents of the Contractor, dated \_\_\_\_\_, 2017.

Goods, services, labor and materials shall be provided in accordance with the contract documents. This CONTRACT is the complete agreement between the parties and may not be altered except by written memorandum signed by the parties.

Neither this Contract nor the rights, privileges and obligations of or assigned by the Contractor hereunder shall be subcontracted, assigned or transferred directly or indirectly, without prior written approval of the Jail, and every such assignment or transfer without written approval shall be void.

The Jail agrees to make payment to the Contractor for goods and services provided, as follows:

\_\_\_\_\_.

The signatures and seals of the parties are set out below in acknowledgment of this agreement.

**MEHERRIN RIVER REGIONAL JAIL**

By: \_\_\_\_\_ (SEAL)  
Superintendent

**NAME OF FIRM**

By: \_\_\_\_\_ (SEAL)  
Signature  
(President or vice-president must sign or evidence of Authority must be provided.)

CORPORATE SEAL:

ATTEST:

By: \_\_\_\_\_  
(Secretary or Treasurer)

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by

\_\_\_\_\_ on behalf of \_\_\_\_\_.

My commission expires: \_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public

Notary Commission Number: \_\_\_\_\_

## APPENDIX - B

### INSURANCE REQUIREMENTS

The following sections contain the general requirements of Meherrin River Regional Jail, ("Jail" or "OWNER"), related to insurance coverage for those contracting with the Jail. The CONTRACTOR (and its subcontractors, if required herein) shall provide at least the insurance coverage and amounts specified in the "Insurance Checklist" found at the end of these requirements, plus any additional coverages and greater amounts as may be required by law or required elsewhere in this solicitation.

#### **1.0 General Insurance Requirements**

- 1.1 The CONTRACTOR shall not commence Work until the CONTRACTOR has obtained, at the CONTRACTOR's own expense, all of the insurance required hereunder and such insurance has been approved by the Jail; nor shall the CONTRACTOR allow any Subcontractor to commence Work on any subcontract until all insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Approval of insurance required of the CONTRACTOR will be granted only after submission to the Jail of original certificates of insurance signed by authorized representatives of the insurers or, at the Jail's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and for five years after Final Payment for the Work by the Jail. Original certificates of insurance signed and submitted by authorized representatives of the insurers or, at the Jail's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Jail throughout the term of the Contract and for five years after Final Payment for the Work by the Jail.
- 1.3 The CONTRACTOR shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers compensation and employer's liability insurance, and umbrella excess or excess liability insurance to the same extent required of the CONTRACTOR unless any such requirement is expressly waived or amended by the Jail in writing. Immediately upon request, the CONTRACTOR shall have Subcontractors' original certificates of insurance signed and submitted to the Jail by authorized representatives of the insurers.
- 1.4 All insurance policies required hereunder should be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until 30 days prior written notice has been given to the Jail. The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" should be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Jail shall be construed as relieving or excusing the CONTRACTOR or the CONTRACTOR's Surety from any liability or obligation imposed upon either or both of them by the provisions of the Contract.
- 1.6 If the CONTRACTOR does not meet the insurance requirements in this solicitation, the CONTRACTOR shall forward a written request to the Jail for a waiver of the insurance requirement(s) not met (accompanied by a statement from the CONTRACTOR'S insurance agent, broker, or insurer, stating the specific requirements not met), or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Jail denies the request, the CONTRACTOR must comply with the insurance requirements in the solicitation, or the Jail may award a contract to the next lowest responsive and responsible bidder whose insurance is acceptable to the Jail.
- 1.7 All required insurance coverages must be underwritten by insurers legally allowed to do business in the Commonwealth of Virginia and acceptable to the OWNER. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless OWNER grants specific approval for an exception.

- 1.8 Any deductibles or retentions in excess of \$5,000 shall be disclosed on the original Certificate of Insurance or by attachment thereto, and are subject to Jail's approval. Any deductible or retention amounts elected by the CONTRACTOR or imposed by the CONTRACTOR's insurer(s) shall be the sole responsibility of the CONTRACTOR.
- 1.9 If the Jail is damaged by the failure or neglect of the CONTRACTOR to purchase and maintain insurance as described and required herein, without so notifying the Jail, then the CONTRACTOR shall bear all reasonable costs properly attributable thereto.
- 1.10 Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the Jail shall have the absolute right to terminate the Contract without any further obligation to the CONTRACTOR, and the CONTRACTOR shall be liable to the Jail for the entire additional cost of procuring performance and the cost of performing the uncompleted portion of the Contract at the time of termination.

## **2.0 CONTRACTOR's Liability Insurance**

- 2.1 The CONTRACTOR shall purchase and maintain the following insurance coverages and limits.
  - 2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use.
  - 2.1.2 Business auto liability insurance or its equivalent\*

\* If the CONTRACTOR is subject to Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration and Interstate Commerce Commission in connection with the Work to be performed under the Contract, the CONTRACTOR will obtain the MCS 90 endorsement to its automobile liability coverage.
  - 2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employer's liability insurance or its equivalent.
  - 2.1.4 Umbrella excess liability or excess liability insurance or its equivalent including coverage for Commercial General Liability, Business Auto Liability; and Employers Liability.
  - 2.1.5 The Meherrin River Regional Jail shall be named as additional insured on the CONTRACTOR's commercial general liability insurance and umbrella excess or excess liability insurance policies.
- 2.2 If any liability insurance purchased by the CONTRACTOR has been issued on a "claims made" basis, the CONTRACTOR shall comply with the following additional conditions:
  - 2.2.1 The CONTRACTOR shall agree to have original certificates of insurance signed and provided by authorized representatives of the insurers provided to the Jail for a period of five years after Final Payment for the Work by the Jail. Such certificates shall evidence a retroactive date no later than the beginning of the Work under the Contract; or
  - 2.2.2 The CONTRACTOR shall purchase an extended (minimum five years) reporting period endorsement for each such "claims made" policy in force as of the date of Final Payment for the Work by the Jail and original certificates of insurance signed and provided by authorized representatives of the insurers shall be provided to evidence the purchase of this extended reporting period endorsement. Such certificate shall evidence a retroactive date no later than the beginning of the Work under the Contract.

**INSURANCE CHECKLIST**  
**ITB No. 02-FY2017**

Items marked with an "X" are required.

<u>Coverage Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation* &	Statutory limits of the Commonwealth of Virginia
<input checked="" type="checkbox"/> 2. Employers' Liability*	\$100,000 accident, \$100,000 disease
*If required by statute	\$500,000 policy limit disease
<input type="checkbox"/> 3. USL&H Endorsement	Statutory
<input checked="" type="checkbox"/> 4. General Liability	\$ <u>1,000,000</u> Combined single limit for BI & PD each occurrence
<input type="checkbox"/> 5. General aggregate applies per project (CGL)	\$ <u>0</u>
<input checked="" type="checkbox"/> 6. Premises/Operations	
<input checked="" type="checkbox"/> 7. Independent Contractors	
<input checked="" type="checkbox"/> 8. Products and Completed Operations	\$ <u>1,000,000</u> aggregate
<input checked="" type="checkbox"/> 9. Contractual Liability	
<input checked="" type="checkbox"/> 10. Personal Injury Liability	\$ <u>1,000,000</u> each offense and aggregate
<input checked="" type="checkbox"/> 11. XCU Coverages	
<input checked="" type="checkbox"/> 12. Automobile Liability	\$ <u>1,000,000</u> BI & PD, each accident
<input checked="" type="checkbox"/> 13. Owned, Hired & Non-owned	
<input checked="" type="checkbox"/> 14. Motor Carrier Act End. (Only if required by law)	
<input checked="" type="checkbox"/> 15. Umbrella Liability	\$ <u>1,000,000</u> per occurrence
<input checked="" type="checkbox"/> 16. The Certificate holder shall be Meherrin River Regional Jail, Attn: Finance Department, P. O. Box 10, Alberta, Virginia 23821, unless stated otherwise in the solicitation.	
<input type="checkbox"/> 17. Other insurance indicated below.	

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## APPENDIX - C

### ADDITIONAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS

#### 1. APPLICABILITY

These ADDITIONAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all bidders or Bidders and are incorporated by reference in all contracts resulting from any written Request for Quotes, Invitation to Bid or Request for Proposals issued, collectively the ("Request"), to which they are attached. Use of the term "bid" in these General Terms, Conditions and Instructions to Bidders is not intended to be restricted to an Invitation to Bid and shall also affect written Request for Quotes, Invitation to Bid or Request for Proposals. In the event there is a conflict between any of these Additional Terms, Conditions, and Instructions to Bidders and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

#### 2. INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor and nothing contained in the CONTRACT shall constitute or designate the Contractor or any of its agents or employees as employees of the MEHERRIN RIVER REGIONAL JAIL.

#### 3. EXAMINATION OF BID DOCUMENTS

3.1 Bidders shall thoroughly examine the bid documents. The Bidder's failure or omission to examine any document shall not relieve the Bidder from any obligations with respect to its bid or to the resultant contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

3.2 If a Bidder knows, or should have known, that an ambiguity, discrepancy, error, omission, or conflicting statement exists in the Bid Documents, the Bidder has an obligation to seek clarification, interpretation, or instructions from the Finance Director prior to submitting a bid. Any and all such clarifications, interpretations, or supplemental instructions will be in the form of written addendum to the Request which, if issued, will be sent to prospective Bidders prior to the date fixed for the opening of bids. The Jail will not be responsible for any clarifications, interpretations, or instructions except those made by written addendum. Should the Bidder fail to seek such a clarification prior to submission of a bid, the Bidder thereby waives, and agrees to indemnify and hold the Jail harmless from any claim, suit or cause of action arising out of or related to such ambiguity, discrepancy, error, omission or conflicting statement which the Bidder knew or should have known existed at the time the bid was submitted.

3.3 Failure of a Bidder to receive any addendum shall not relieve the Bidder from the requirements of the bid, including all addenda issued. All addenda so issued shall become part of the bid documents. Each Bidder shall be responsible for determining prior to submitting a bid that all addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda in the bid.

#### 4. SIGNED BID CONSIDERED AN OFFER

A signed bid shall be considered an offer on the part of the Bidder and shall be deemed accepted upon award by the Jail, unless withdrawn under the provisions herein. Should any Bidder receiving an award default or fail to deliver the products or services ordered by the time specified, the Jail may terminate the purchase order and/or contract, and after oral or written notice to the Bidder, may procure the products and/or services from other sources and hold the defaulting Bidder liable for any resulting additional cost.

#### 5. FAILURE TO BID

If not bidding, complete and return the signature page of the Request or a letter stating the reason for not bidding. Failure to respond may result in removal from the bidders list for the commodity(s) being bid.

#### 6. REJECTION AND AWARD OF BIDS

The Meherrin River Regional Jail reserves the right to accept or reject any or all bids or parts of bids, to waive informalities and to request rebids. Bids having exceptions to the specifications and/or terms and conditions included in the request may be considered, but preference may be given to bids with no exceptions taken. Modifications of or additions to any portion of a bid, which affects quality, quantity, price or delivery, shall be cause to reject the bid as non-responsive. Modifications which do not affect quality, quantity, price, or delivery will be dealt with by the Jail on a case by case basis and the Jail, in its sole discretion, may reject such bids as non-responsive, waive the modifications as informality, or require the bidder to withdraw the non-responsive language as a condition of being a responsive bidder. The Jail reserves the right to award the contract for any or all items bid on a lump sum basis, individual item basis or such combination as shall best serve its interests, including award to multiple Contractors, unless otherwise specified by the Jail. A Notice of Contract Award for this solicitation shall be posted on a bulletin board inside the Jail construction trailer for a period of at least 10 calendar days. If a responsive bid from the lowest responsible bidder exceeds available funds, the Meherrin River Regional Jail may negotiate with the lowest responsible bidder to obtain a contract price within available funds. Such negotiation may include but is not necessarily limited to adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. The apparent lowest responsive and responsible bidder shall be notified in writing that the bid exceeds available funds and the Meherrin River Regional Jail wishes to negotiate. If the Jail and the Bidder are unable to successfully negotiate the scope of work and/or bid price so

the price is within available funds, all bids shall be rejected. The Jail reserves the right to increase or decrease quantities at the quoted unit price.

7. **BID BOND**

When specifically required in the Request, each bid, if the total bid price, including any add alternates and excluding any deduct alternates, exceeds \$25,000, shall be accompanied by a Bid Bond or Certified Check or Cashier's Check payable to Meherrin River Regional Jail, in an amount equal to five percent of the total bid price including any add alternates and excluding any deduct alternates, unless otherwise specified. All Sureties must be licensed to transact business in the Commonwealth of Virginia and be acceptable to the Jail. Documents evidencing current authority of attorney-in-fact of surety must be attached to the bonds. In the event of default by the bidder, the deposit may be forfeited as liquidated damages to the Jail.

8. **PREPARATION, SUBMISSION AND RECEIPT OF BIDS**

8.1 Bids must be submitted to the address stated in the Request. Bids shall be submitted in the prescribed format and on the forms furnished, if any, or copies thereof, and shall be signed in ink. Original signatures are required on bids unless facsimile/electronic submission is allowed. Bids shall be enclosed in an envelope, and shall be sealed and clearly labeled with the bid number and project name so as to indicate the work covered by the Request so as to guard against opening prior to the time set therefore. Bidders shall designate on the exterior of the outermost envelope the bid number and date and time of opening of the bid. Erasures or other changes must be explained and initialed by the Bidder. Bids containing any conditions, omissions, failure to bid all items, unexplained erasures or alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the Jail as being non-responsive.

8.2 Each bid must give the full legal name and business address of the Bidder. Bids must be signed by a person authorized to bind the bidder in contractual matters. The name and title of the person signing the bid shall also be typed or printed as indicated on the bid form.

8.3 Bids must be received prior to the date and time of opening specified in the Request. Late bids will not be considered. Facsimile or other electronic transmission of bids will not be considered unless otherwise specified in the Request.

8.4 No Jail official or employee shall be responsible for the improper opening of a bid which is not properly identified on the envelope, or for any bid improperly submitted, as specified in the Request. Bids for separate Requests shall not be combined on the same form or submitted in the same envelope. Any such bids may be rejected as nonresponsive.

8.5 Each BID FORM shall include specific acknowledgment of receipt of all addenda issued during the bidding process. Failure to acknowledge addenda may result in the bid being rejected as non-responsive.

9. **SPECIFICATIONS**

9.1 If goods/services bid are in substantial compliance with the bid requirements, the Jail, in its sole discretion, may waive informalities and award a contract if non-compliance will not affect the price, quality, and quantity or delivery schedule of the goods, services or construction being procured.

9.2 The Bidder shall indicate in the Request any exceptions from the bid specifications and terms and conditions. If exceptions are not stated, it will be assumed that the goods and/or services fully comply with the bid specifications and terms and conditions and the Bidder will be required to deliver the product or service meeting the bid specifications under the terms and conditions specified.

9.3 All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unused), unless otherwise specified. The items bid shall be the latest model, of the best quality, and highest grade workmanship.

9.4 Any ancillary items or parts of any equipment listed in the Request which are not fully described in the specification and which are necessary for the completion and use of the items or equipment and its appurtenances shall be considered a part of such equipment although not directly specified in the Request.

10. **SUBSTITUTION OF MATERIALS OR SERVICES**

10.1 In the specifications, where any item of equipment or material is specified by proprietary name, trade name, and/or name of one or more manufacturers, with the addition of such expressions as "no substitutes," it is to be understood that those items are so specified for reasons of standardization in maintenance and operation, or for reasons of obtaining desirable features best suited to the requirements of the Jail and no other brand shall be considered.

10.2 In the specifications, where any item of equipment or material is specified by proprietary name, trade name, and/or name of one or more manufacturers, without the addition of such expressions as "no substitutes," it is understood that equal-quality equipment or products of either a manufacturer named or of a manufacturer not named, which meet the requirements of the Specifications, is intended, subject to the approval of the Jail as to the equality thereof, and it is distinctly understood: (1) that the Jail is to use its own judgment in determining whether or not any item of equipment or material proposed is equal in quality to that specified; (2)

that the decision of the Jail on all such questions of equality shall be final; and (3) that, in the event of any adverse decision by the Jail, no claim of any sort shall be made or allowed against the Jail.

- 10.3 If bidding a brand other than that specified, it is the bidders responsibility to substantiate that the goods and/or services meet the specifications. To ensure that sufficient information is available, the Bidder shall furnish (and should submit as part of his bid) descriptive material (e.g., catalog cuts, drawings, specifications, etc.) necessary to substantiate that the products or services offered meet the requirements of the bid.

11. **PRICING AND QUANTITIES**

- 11.1 By submitting a bid, the Bidder warrants that the prices bid will be firm for acceptance for a period of 60 days from the date of the bid opening unless otherwise stated by the Jail.
- 11.2 Unless otherwise specified by the Jail, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award. Prices should be stated in the units of quantity specified in the BID FORM. In the case of an error in extension of prices in the bid, the unit prices shall govern.
- 11.3 When a bid is sought seeking a source of supply for a requirements contract for goods or services, the quantities or usage shown are estimates only. No guarantee is given or implied by the Jail as to the total amount that may or may not be purchased from any resulting contract. These quantities are for bidder's information only, but may be used for bid evaluation.

12. **MODIFICATION OF BIDS**

Bidders may modify their bids prior to the date and time specified for the bid opening. Telegraphic or facsimile modification of bids shall not be accepted unless the Request allowed such submission. Any modification must be so worded by the Bidder so as not to reveal the original amount of the bid.

13. **WITHDRAWAL OF BID DUE TO ERROR (CONSTRUCTION)**

- 13.1 Upon proper request and identification, bids may be withdrawn at any time prior to the date and time for the bid opening.
- 13.2 The attention of all Bidders is directed to the Code of Virginia, Section 2.2-4330A(i) for the procedure to be followed on the withdrawal of bids due to error.
- 13.3 No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- 13.4 If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- 13.5 No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- 13.6 If the Jail denies the withdrawal of a bid under the provisions of this section the Bidder shall be notified in writing stating the reasons for the decision and award of the contract shall be made to the Bidder at the bid price, provided the Bidder is a responsible and responsive bidder.

14. **WITHDRAWAL OF BID DUE TO ERROR (OTHER THAN CONSTRUCTION)**

- 14.1 Upon proper request and identification, bids may be withdrawn at any time prior to the date and time set for the bid opening. If the Jail, denies the withdrawal of a bid, the Bidder shall be notified in writing stating the reasons for the decision. Award of the contract shall be made to the Bidder at the bid price, provided the Bidder is a responsible and responsive bidder
- 14.2 Bidders may request withdrawal of their bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein. The bidder shall give written notice to the Director of Finance, on behalf of the Jail, of a claim to withdraw the bid prior to the award of the contract or issuance of the purchase order. The cause and nature of the mistake shall be stated in the claim to withdraw.
- 14.3 A minor defect or variation, ("informality not affecting price, quantity, quality, delivery or contractual conditions"), in a bid or proposal that does not prejudice other bidders may, at the discretion of the Superintendent or designee, be waived or the bidder required correcting the informality.
- 14.4 If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- 14.5 No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work

agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

15. **SUBMISSION OF POST-BID INFORMATION**

Bidders being considered for award of a contract may be required to file a Contractor's Qualification Statement (AIA Document A305) and/or provide other such additional information as the Jail may request to assist it in determining the Contractor's qualifications to satisfy its obligations under the Request. Bidders requested to file such a statement or provide such additional information shall be given 48 hours to get the completed statement, or provide the requested information, to the Jail. The Jail shall determine whether such information permits the bidder to be considered as a responsible bidder in accordance with Section 2.2-4301 of the Code of Virginia. Factors which may be considered in arriving at this determination may include the financial stability and solvency of the Bidder; experience in completing work of a nature and scope similar to the work being bid; performance and/or workmanship on previous contracts; ability to provide quality and timely maintenance, service or parts; and life cycle cost of a product or service.

16. **CONTRACTOR REGISTRATION/COUNTY LICENSURE**

If required in order to perform the work in this Request, the Bidder certifies that the Bidder has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the bid documents, prior to submitting the bid, in accordance with Title 54.1, Chapter 11 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, Virginia Board for Contractors in granting the License or Certificate and classifications. If required for the work called for in the Request, the Contractor shall also obtain a License from the Brunswick County Commissioner of Revenue Office.

17. **REGISTRATION OF CORPORATIONS**

Foreign corporations transacting business in Virginia are required to have a certificate of authority from the State Corporation Commission prior to submitting a bid for any contract with the Jail.

18. **SAMPLES**

Evidence in the form of samples may be requested if the brand bid is other than that specified. When requested, samples must be furnished free of cost to the Jail, within seven days of written request, and will, if not used or destroyed in testing and upon request, be returned at the Bidder's expense within 30 days of bid award.

19. **SUBMISSION OF PROPRIETARY INFORMATION**

Trade secrets or proprietary information submitted by a Bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke these protections prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Bidders shall submit, in a separate section of the bid, any information considered by the Bidder to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Bidders may not declare the entire bid proprietary nor may they declare pricing to be proprietary.** References may be made within the body of the bid to proprietary information; however all information contained within the body of the bid not in the separate section labeled proprietary shall be public information.

20. **TERMINATION FOR CONVENIENCE**

Unless otherwise stated, any resultant contract may be terminated by the Jail, in whole or in part, whenever the Jail determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date. If funds are not appropriated for this contract for any Jail fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the Jail shall not be liable for future payments or for cancellation or termination charges.

21. **LICENSES, PERMITS AND FEES**

21.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work which are legally required prior to and during the work, unless otherwise specified by the Jail in the Request.

21.2 Included in the permits required in the paragraph immediately above, the Contractor shall apply for and be issued a local permit for any land disturbing activity, and shall provide a "responsible land disturber" for the project, as required by Brunswick County ordinance.

22. **COPYRIGHTS OR PATENT RIGHTS**

By submitting a bid, the Bidder certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of the Request. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save the Jail, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

23. **DELIVERY**

Time is of the essence for any orders placed as a result of this Request. The Jail reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified in the Request. All items shall be delivered F.O.B. destination, and delivery included in the bid price. Failure to do so may be cause for rejection of bid. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

24. **TAXES**

The Jail is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time bids are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the Jail and the Contractor, as the taxes shall be an obligation of the Contractor and not of the Jail, and the Jail shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

25. **ACCEPTANCE OF MATERIAL**

The goods/services delivered under this bid shall remain the property of the seller until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the Jail. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the Jail are found to be defective or not to conform to specifications, the Jail reserves the right to cancel the order upon written notice to the seller and return products to seller at the seller's expense.

26. **CHANGE ORDERS**

Any changes to an existing contract or purchase order must be approved in advance through issuance of a written change order by the Finance Department. The Jail will not assume responsibility for the cost of any changes made without issuance of a written change order.

27. **PAYMENT TERMS**

A minimum of 30 days after receipt of an approved invoice by the Jail shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of bids. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

28. **CONTRACTOR RESPONSIBILITY FOR DAMAGE TO PROPERTY**

The Contractor shall be responsible for damages to property caused by work performed under the CONTRACT or Purchase Order. The Contractor shall repair to proper working order or replace, to the Jail's satisfaction, any property damaged either directly or indirectly by its actions.

29. **PERFORMANCE AND PAYMENT BONDS**

29.1 The Jail may require a Performance and Payment Bond regardless of the contract amount by specifically stating so in the Request. In addition, when specifically stated in the Request that a Performance and Payment Bond is required, and the contract amount exceeds \$25,000, the successful bidder shall furnish a Performance Bond and a Payment Bond, AIA Document No. A312 as modified below. Bonds must be furnished prior to the performance of any work under the CONTRACT.

29.2 Bonds shall comply with the Code of Virginia and each shall be in an amount equal to 100 percent of the contract amount, unless otherwise specified in the bid documents. The Surety shall be a company authorized to transact business in the Commonwealth of Virginia. Documents evidencing current authority of attorney-in-fact of surety shall be attached to the bonds.

29.3 The following modification is required to the AIA Document A312 and the principal and surety should both sign the modified page to evidence agreement with the modification. Delete subparagraph 4.2.1 in its entirety and substitute: "Have furnished written notice to the Contractor and sent a copy or notice thereof to the owner within 180 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed."

30. **OWNERSHIP OF DOCUMENTS**

30.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of the Jail, become Jail property and shall be delivered to and remain the property of the Jail upon completion of the work or termination of the Contract. The Jail shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

30.2 Any art work provided to the Contractor by the Jail shall be returned to the Jail upon delivery of the final products and/or services. Any art work, negatives, proofs, etc. produced by the Contractor in order to supply the products or services contracted for shall become the property of the Jail and shall be sent to the Jail upon delivery of the final products and/or services unless otherwise requested by the Jail. Failure to deliver the art work, negatives, proofs, etc. shall be cause for withholding any payment due.

31. **COMPLIANCE WITH ALL REQUIREMENTS**

The Contractor shall comply with all applicable Federal, State and Local laws, codes and regulations. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the performance of the work.

32. **LEGAL PROCEEDINGS**

Any legal proceedings arising out of or related to this Request shall be filed by the parties in the Brunswick County General District Court or the Brunswick County Circuit Court.

33. **NON-DISCRIMINATION, EMPLOYMENT OF ILLEGAL ALIENS AND DRUG-FREE WORKPLACE**

If the resultant CONTRACT exceeds \$10,000, during the performance of the CONTRACT, the Contractor agrees as follows:

33.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

33.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

33.3 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.

33.4 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.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

33.5 The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

33.6 Contractor does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and control Act of 1986.

34. **CONTRACTUAL CLAIMS**

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the Meherrin River Regional Jail Superintendent, 9000 Boynton Plank Rd., Alberta, Virginia 23821; and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Meherrin River Regional Jail Superintendent shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the Meherrin River Regional Jail Authority by providing written notice to the Authority, within 15 days of the date of the decision. The Authority shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act and any other applicable requirements. Invoices for all services or goods provided by the Contractor shall be delivered to the Jail no later than 30 days following the conclusion of the work or delivery of the goods.

35. **PAYMENTS TO CONTRACTORS**

In accordance with Virginia Code Section 2.2-4354 the Contractor agrees that:

- 35.1 Should any subcontractor be employed by the Contractor for the provision of any goods or services under the resultant Contract, the Contractor agrees to the following:
  - 35.1.1 The Contractor shall, within seven days after receipt of any payments from the Jail pursuant to the resultant Contract, either:
    - 35.1.1.1 Pay the subcontractor for the proportionate share of the total payment received from the Jail attributable to the goods or services provided by the subcontractor; or
    - 35.1.1.2 Notify the Jail and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice shall be given to: Meherrin River Regional Jail Superintendent, P.O. Box 10, Alberta, Virginia 23821.
  - 35.1.2 The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the Jail for goods or services provided under the resultant Contract, except for amounts withheld under the subparagraph immediately preceding this subparagraph.
  - 35.1.3 The Contractor 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 with respect to each lower-tier subcontractor.
  - 35.1.4 The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the Jail.
  - 35.1.5 No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
- 35.2 The Contractor shall provide, in the space provided or directed in the Request, (i) its social security number if an individual, or (ii) its federal employer identification number if a proprietorship, partnership or corporation.

36. **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees save, defend, keep harmless and indemnify the Jail, and all of its officials, agents and employees (collectively, the "Jail") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

37. **ETHICS IN PUBLIC CONTRACTING**

- 37.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4377, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by this Jail. A copy of these provisions may be obtained from the Finance Director upon request.
- 37.2 The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

38. **NOTIFICATION**

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the Jail shall be given to the Meherrin River Regional Jail Superintendent, 9000 Boydton Plank Rd., Alberta, VA 23821. The Contractor agrees to notify the Jail immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

39. **EXTENSION OF CONTRACT TERM**

The Jail, at its discretion, may extend the final contract term or final contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

40. **AUDIT**

40.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five years after the effective date of final payment or contract termination. During this five year term, the Jail, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.

40.2 There shall be no fees or costs charged to the Jail by the Contractor for any such audit activities.

40.3 The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the Jail's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the Jail. Should the Contractor fail to ensure the Jail's rights under this section, the Contractor shall be liable to the Jail for all reasonable costs and expenses the Jail may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section?

41. **GUARANTEES & WARRANTIES**

41.1 The Contractor shall warranty his workmanship for a period of 90 days after completion of work and, either independently or through the manufacturer, shall warranty all materials supplied by the Contractor for a period of 1 year or the manufacturer's standard warranty period, whichever is longer. The warranty shall include all parts, labor, premise visits, mileage and all other expenses necessary to maintain the work for the warranty period.

41.2 If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

42. **USE OF INFORMATION AND DOCUMENTS**

The Jail and its officials, employees and agents will copy and use the response of the Bidder and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Following award, the Jail may be required to allow inspection and copying of documents, and may also use the Bidder's documents in connection with any resulting contracts with that Bidder. The Bidder is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Bidder has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Bidder agrees to indemnify defend and hold the Jail, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Bidder's response.

43. **ADDITIONAL TERMS, CONDITIONS AND INSTRUCTIONS BINDING**

These ADDITIONAL TERMS, CONDITIONS AND INSTRUCTIONS shall be binding on all bidders and are incorporated by reference in all contracts resulting from any Quote or Invitation to Bid issued to which attached.