



REQUEST FOR PROPOSALS TITLE PAGE

Meherrin River Regional Jail Authority Request for Proposals No. 02-FY2019

Proposal Title: *Propane (Liquefied Petroleum Gas)*

The Meherrin River Regional Jail Authority, the ("Jail") is issuing this Request for Proposals No. 02-FY2019, issued January 16, 2019. Direct requests for information to: Jennifer Derrenbacher, Finance Director; Phone: 434-949-6820; Fax: 434-949-0180; email: jderrenbacher@mrrj.org. **Sealed proposals will be accepted until 2:00 p.m., February 1, 2019.** Proposals received after the stated due date and time shall not be considered. **In compliance with VA Code Section 2.2-4343.1, the Jail Authority does not discriminate against faith-based organizations.**

There will be an **optional pre-proposal meeting held January 22, 2019 at 10:00 A.M.**

Written questions will be accepted at the pre-proposal meeting and accepted until January 28, 2019. All questions/requests for information shall be submitted in writing, addressed to: Meherrin River Regional Jail, Jennifer Derrenbacher, ATTN: RFP No. 02-FY2019, P.O. Box 10, Alberta, VA 23821 and to be assured consideration, must be received by 2:00 p.m., January 28, 2019. Questions may be faxed to 434-949-0180 or sent by email to jderrenbacher@mrrj.org. Changes to this Request for Proposals will be made only by written addendum issued by Meherrin River Regional Jail.

Submit Proposals: **BY MAIL TO:**

Meherrin River Regional Jail, Shelley Slaughter, P.O. Box 10, Alberta, VA 23821

BY HAND DELIVERY OR EXPRESS CARRIER TO:

Meherrin River Regional Jail, Shelley Slaughter, 9000 Boydton Plank Road, Alberta, VA 23821

An original, marked "Original," and four (4) copies, marked "Copy," of the full unredacted proposal shall be submitted in printed format. In addition, one (1) electronic copy in its entirety and one (1) redacted electronic copy shall be provided via email to jderrenbacher@mrrj.org. Proposal number and closing date must be printed on the outside of the sealed envelope.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

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 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 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.

INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE

THIS PROPOSAL RESPONSE IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address: _____

Remittance Address (If Different): _____

Fed ID or Soc. Sec. No. _____

Date: _____

Phone: () _____

Fax: () _____

Signature: _____

(Person signing must be authorized to bind the offeror in contractual matters)

Title: _____

(Applicable to Partnership/Corporation)

Typed/Printed Name: _____

A Vendor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Any business entity described in this subsection that enters into a contract with a public body pursuant to Virginia Code § 2.2-4311.2 shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

Bidders or Offerors possessing an identification number issued to it by the State Corporation Commission shall provide the identification number below.

Virginia State Corporation Commission Number: _____

OR

Check here ___ if authorization is not required, and explanation is included.

Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

INDICATE THE TYPE OF BUSINESS:

_____ Individual Trading in Own Name
_____ Individual Trading Under Trade Name
(Individual and Trade Name must be listed below as "legal name")

_____ Partnership
_____ Corporation

CORPORATE SEAL:

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1. General Information

1.1 PURPOSE:

To establish a contract to install, replace and furnish equipment, materials, supplies, and/or services for propane (liquefied petroleum gas) to the Jail on an “as needed” basis to both facilities of Meherrin River Regional Jail.

7.13 RFP Definitions:

A. For the purpose of clarity, terms are defined as follows for this document:

1.3.1 MRRJ or Jail: Meherrin River Regional Jail

1.3.2 Alberta Facility: The main facility at 9000 Boydton Plank Road, Alberta, VA 23821.

1.3.3 Mecklenburg Facility: The satellite jail facility at 600 Prison Road, Boydton, VA 23917.

1.3.4 Offeror: A vendor responding to this RFP

1.3.5 Vendor: The vendor awarded this RFP and who will have full responsibility of the project through completion.

1.3.6 Subcontractor: A person, company, or entity working under the direction of the Vendor

1.4 The Jail seeks the most cost effective and quality oriented solution to meeting the service requirements; therefore, Offerors are encouraged to be creative and resourceful in proposing their most cost effective and efficient programs.

1.5 The Offerors shall be subject to all applicable local, Federal and state licensing and certification requirements. This shall be accomplished at the Vendor’s expense, with no expense to the Jail. The Vendor shall comply with all applicable local, Federal and state laws, rules, and regulations.

1.6 Terms of Engagement

The initial term of this contract shall be for three (3) years from the date of the contract, with the option to renew for two (2) additional one year periods, upon mutual consent of the parties of the contract. Prices submitted by the Offeror shall remain firm for the initial term of the contract. 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. The Vendor shall provide the MRRJ Finance Department written notice of its intention to terminate the contract, or not to renew the contract, at least 60 days prior to the proposed termination or renewal date of the Contract. This 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 Vendor as provided in the Notification paragraph below. The notice of termination shall state to the extent to which performance shall be terminated. The Vendor shall be paid for all goods delivered and services successfully completed prior to the termination date. If funds are not appropriated for this contract for any fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds are 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 the cancellation of termination charges.

1.7 Inquiries

Prospective vendors may make written, fax, or email inquiries concerning this RFP to obtain clarification of requirements. Email is preferred method of communication for this process. No inquiries will be accepted after the date and time specified in Section 1.8.1 of this RFP. Questions shall be submitted to:

Jennifer Derrenbacher, Finance Director
Meherrin River Regional Jail
P.O. Box 10
Alberta, VA 23821
OFFICE: (434) 949-6820
FAX: (434) 949-0180
EMAIL: jderrenbacher@mrrj.org

1.8 Project Schedule

1.8.1 Dates

The following dates have been identified as target dates associated with this solicitation:

1.8.1.1 RFP Issue:	January 16, 2019
1.8.1.2 Optional Pre-proposal Meeting:	January 22, 2019 at 10:00 a.m.
1.8.1.3 RFP Questions Deadline:	January 28, 2019 until 2:00 p.m.
1.8.1.4 Proposals Due from Vendors:	February 1, 2019 until 2:00 p.m.
1.8.1.5 Discussion with Selected Offerors:	February 11, 2019

1.9 Deadline for Vendor Questions

The deadline for vendor questions relating to this RFP is stated in Section 1.8.1 above. This will allow for adequate time to respond and disseminate questions and responses to the vendors of record.

2. **STATEMENT OF NEEDS**

2.1 The Jail requires a firm with an expertise to furnish and install equipment, materials, supplies, and/or services for propane (liquefied petroleum gas) at Meherrin River Regional Jail, Alberta Facility 9000 Boydton Plank Road, Alberta, VA and Mecklenburg Facility, 600 Prison Road, Boydton, VA.

2.2 REQUIREMENTS: The following requirements should be met by the Vendor.

A. It shall be the responsibility of the Contractor to maintain sufficient propane for satisfactory uninterrupted operation at each location. It shall also be the responsibility of the Contractor to install and cover the costs of propane tanks at both facilities of Meherrin River Regional Jail. Contractor shall deliver propane on a degree-day basis (unit used to determine the heating requirements of buildings) when the tank level reaches approximately one-fourth (1/4) capacity unless otherwise directed by the Jail.

B. All propane supplied under any resulting contract shall conform to specifications for “commercial propane” as defined in the Gas Processors Associations (G.P.A) LIQUIFIED PETROLEUM GAS SPECIFICATIONS AND GAS METHODS as issued by the Gas Processors Association, 1812 First Place, Tulsa Oklahoma 74103. All propane gas furnished under any resulting contract shall have an approximate B.T.U. content of 2500 B.T.U. per cubic foot, 91,600 B.T.U. per gallon, 21600 B.T.U. per pound. The following conversion factors will be used, if necessary:

- 4.23 Pounds per liquid gallon-Railroad freight rate is based on 4.7 lbs. per gallon @ 60 F.
- 8,547 cubic feet of vapor per pound @ 60 F.

- All propane furnished and delivered under any resulting contract shall contain an approved non-corrosive odorant such as “Ethyl-Mercaptan” or “Thiophene” per National Fire Protection Association (NFPA) Pamphlet No. 58, or latest edition.
- C. All Contractor-supplied meters used to measure quantity of gas consumed shall be first grade, accurate instruments. In the event the Jail is not satisfied with the operation of any meter, the Contractor shall replace the meter with an instrument which is approved by the Jail.
- D. In the event of emergency, each Contractor shall have available services to supply needs of the Jail, and be in a position to deliver whenever required. The Contractor shall provide the Jail with an emergency telephone number for calling nights, holidays and weekends.
- E. Application Safety Code and Law: All applicable local, state, and federal safety codes, rules, laws, etc. for the storage handling and transportation of L.P. Gas (propane) shall be fully applicable to any resulting contract. As a minimum requirement, NFPA Pamphlet N. 58, latest revision shall be fully applicable.

2.3 **Maintenance and Repairs:**

- A. On-site maintenance shall carry a two (2) hour response time following initial notification by the Jail and be available during the normal working hours of 8 A.M. and 5 P.M., Monday through Friday, excluding state holidays. All necessary repairs or corrections shall be completed within twenty-four (24) hours of the initial notification by the Jail to the extent possible.
- B. In the event of inclement weather, the Contractor has a two (2) hour response time following initial notification by the Jail. All necessary repairs or corrections shall be completed within twenty-four (24) hours after the weather event has ended during the normal working hours of 8 A.M. to 5 P.M., Monday through Friday, excluding state holidays.

2.4 **Metered Tank Truck Delivery and Invoices:**

- A. Where contractor supplied meters are used, the Contractor shall read or have read the meters on a monthly basis in the presence of an official of the Jail and bill the Jail on a monthly basis for the gas at each location. Each bill shall indicate, in addition to the agency name and address, the present and previous meter readings with dates, the quantity used, the price and extension as well as information herein.
- B. For those Contractors that use metered tank truck delivery instead of stationary meters, Contractor shall leave a signed delivery ticket signed with a responsible agency representative, showing the exact number, to the tenths of a gallon, of propane delivered. All meters on tank trucks shall be accurate instruments and shall be certified and calibrated in accordance with local and state law. All invoices rendered against metered tank truck delivery shall show the following minimum information:
- Jail name and location
 - Date of delivery
 - Number of gallons delivered
 - Contract unit price in price per gallon
 - Total (extended) amount

2.5 **Tanks and Equipment:**

- A. Service to the Jail shall not be interrupted more than two (2) hours during the transfer or replacement.

- B. All connection piping, etc. for directly connecting the tanks, meters and regulating equipment will be supplied by the Contractor.
- C. The successful Offeror shall make all arrangements for transfer or replacement of Contractor owned storage tanks, fencing and equipment where applicable at no cost to the Jail.
- D. The Contractor shall be responsible for any and all supporting equipment (tanks, gauges, valves etc.). Tanks provided shall be between 100 – 1000 gallons for truck delivery only at no cost to the Jail.
- E. The Contractor shall be responsible for hazardous material labeling on tanks according to OSHA and NFPA requirements and supply Material Safety Data Sheets at no cost to the Jail.

2.6 **Weekly Reports:**

Weekly reports shall be sent to each location with the following information:

- Delivery location
- Gallons delivered to location
- Posted Apex, North Carolina Pricing
- Differential; and Total (extended) amount

2.7 **Delivery & Minimum Order:**

- A. It is our desire that delivery will begin in July 2019 or sooner, and continue as ordered throughout the contract period. The Contractor shall service all tanks on an automatic basis, unless otherwise directed by the Jail.
- B. The transition to set up new accounts may take no longer than 30-60 days. The incumbent shall not change prices during the transition period.

2.8 **Number of Locations:**

- A. The number of locations at each facility served and the quantity of gas may be increased or decreased as the needs of Meherrin River Regional Jail dictates.
- B. The Contractor shall contact each facility to familiarize themselves with the exact services required. Failure to properly inspect job site(s) will not be considered as valid reason for failure to comply with the terms and conditions of the contract.

3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

3.1 **GENERAL INSTRUCTIONS**

- A. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to the RFP as follows:
 - 1. One (1) original and four (4) copies of each proposal, each prominently marked, must be received at the MRRJ office by the date specified in Section 1.8.1.4. The MRRJ Office address is:

Meherrin River Regional Jail
Attention: Shelley Slaughter
9000 Boydton Plank Road
PO Box 10
Alberta, VA 23821

- 2. In addition, one (1) electronic copy in its entirety and one (1) redacted electronic copy shall be provided via email to jderrenbacker@mrrj.org.

3. The envelope or container must be clearly marked on the outside with “RFP No. 02-FY2019 – Propane (Liquefied Petroleum Gas)”. It is the responsibility of the vendor to ensure that the proposal is received in the MRRJ office on or before the deadline and stamped accordingly. Vendors mailing proposals shall allow ample time for mail delivery to ensure timely receipt of the proposals. Email and facsimile proposals will not be accepted. PROPOSALS RECEIVED AFTER THE ABOVE CUT-OFF DATE AND TIME WILL NOT BE CONSIDERED.

Proposals received after the submission deadline shall be returned unopened and will not be considered. The Jail is not responsible for delivery delays and the clock at the Jail Finance Department shall indicate the official time of receipt. Facsimile or electronically mailed proposals are not acceptable and will be rejected. Each proposal shall be signed, or include a cover letter signed, by an authorized company representative who has authority to bind the company.

Any alterations, interlineation or erasure of the proposal must be initialed by the signer of the proposal, guaranteeing authenticity.

A proposal, including all prices, may not be withdrawn, modified or canceled by the vendor for a period of sixty (60) days following the proposal deadline and the vendor so agrees upon submittal of the proposal. Once selected, the vendor agrees to extend submitted prices, if needed, during the contract negotiation period.

3.1 Addenda

Any necessary additions or corrections to this RFP, including vendor questions and facility responses, will be made by written addenda and issued to all vendors of record. Addenda become part of the RFP.

3.2 Disclaimer

All information in this RFP is based on the best data available. MRRJ, however, does not warrant the accuracy of this information or the underlying data. Each vendor bears the responsibility for making its own assessment of the information and asking questions according to the procedures outlined above.

3.3 Incurred Expenses

The vendor shall be responsible for all costs associated with responding to the RFP, including proposal preparation and submission as well as travel costs incurred in connection with presentation or other pre-award procedures.

3.4 The firm must provide a State Corporation Commission Registration Number with their proposal, or indicate why one is not required.

4. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Finance Department requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Jail. However, mandatory requirements, requirements required by law or regulation are such that they cannot be waived are not subject to negotiation.
5. Proposals should be straightforward, concise and satisfy the requirements of the RFP. Emphasis should be placed on clarity of content and completeness.

6. Ownership of all data, materials and documentation originated and prepared for the Jail pursuant to the RFP shall belong exclusively to the Jail and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other material is submitted. This notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
7. Offerors may be required to give an oral presentation of their proposal to the Jail. This will afford the offeror an opportunity to clarify and/or elaborate on their specific proposal. Oral presentations are an option of the Jail and may or may not be conducted.
8. Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the Jail.
9. The Jail may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Finance Director and a Contract Addendum and/or Purchase Change Order issued by the Finance Department to change the contract.

10. Proposal Pricing

See Attachment A – Pricing Schedule for information regarding pricing instructions. Offeror shall completely fill out Attachment A – Pricing Schedule and return with proposal. Failure to provide pricing for items listed will result in offeror being deemed non-responsive. “No bid” for any of the items listed shall not be accepted.

The Jail reserves the right to reject any and all proposals as a whole or in part.

3.2 **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that the Jail may evaluate the Vendor’s capabilities to provide the required services. Offerors are required to submit the following:

1. The Vendor shall identify a single point-of-contact for vendor information concerning its response.
2. The Vendor shall submit one (1) original proposal along with four (4) copies of the original proposal. In addition, one (1) electronic copy in its entirety and one (1) redacted electronic copy shall be provided via email to jderrenbacker@mrrj.org.
3. The proposals shall have each section divided and appropriately labeled. The format and sections of the proposal shall conform to the structure outlined below. A tab identifying the section number shall separate each section of the proposal response. While additional data may be presented as ‘Section 9’, the following subjects must be included. The format of the proposal package shall be:

Table of Contents

Title Sheet – Request for Proposals Title Pages, pages 1 and 2 of this RFP

Section 1 – Description of Firm

Section 2 – Experience of Firm
Section 3 – Termination History
Section 4 – Leadership of Firm
Section 5 – References
Section 6 – Indemnification and Hold Harmless Clause/Insurance and Certificate Requirements
Section 7 – Insurance Documentation
Section 8 – Attachment A – Pricing Schedule of this RFP

4. Vendors shall address, in written form, each numbered section and sub-section of this RFP. If the Vendor takes exception to a specific section, it shall fully describe the exception thereto.
5. Section 5 – References: The Vendor shall supply a minimum of five (5) references for whom similar propane services have been performed.
6. Proposals shall be organized in the exact order in which requirements are presented in the RFP and must be page numbered.
7. The response must be complete and comprehensive, but with a corresponding emphasis on being concise and clear.
8. Elaborate bindings or literature are not necessary, but all documents must be clear and legible. Poor quality copies of materials will be rejected.
9. Vendors shall complete Request for Proposals Title Pages 1, 2 and Attachment A of this RFP.
10. Description of the firm: provide the name, a brief history, and description of the corporation. Include:
 - a. The corporation's most recent annual report
 - b. Indicate the size of the firm
 - c. Number of employees employed by the corporation
 - d. Annualized dollars of payroll
 - e. Number of years in business
11. Experience of Firm: Provide a summary of the firm's experience. Specify experience in providing propane services. Describe experience with similar size and type Jail Contracts and highlight evidence of achievement in this area. Specify experience relating to Regional Correctional Facilities in the State of Virginia. Provide any additional information that would distinguish your firm in its service to Jails. Include in your discussion:
 - a. A list of present clients including a contact person and telephone number for each.
 - b. Date of Original Contract and Expiration date for each account.
 - c. Number of Renewals, if applicable.
 - d. Type and Size of facility for each account.
 - e. Yearly Dollar Amount of Contract for each account.
12. Termination History: List all contracts lost or not renewed for a five (5) year period. Please provide a narrative describing reasons for contracts that have not been renewed. Vendor must specifically identify any contracts from which they have asked to be relieved or any contracts that have been cancelled.
13. Leadership of Firm: Discuss the leadership of your organization and highlight accomplishments of the individuals that will be directly involved with this project.

- a. Identify your firm’s professional staff members who shall be involved in the project, the experience each possesses, and the location of the office from which they shall work.
 - b. Resumes or biography of staff members who may be involved in the Jail engagement must be included in this section.
 - c. Companies should include the resume of the regional manager who shall be working with the Jail.
 - d. Indicate where the regional manager is based geographically and what other contractual responsibilities this person is accountable for.
 - e. Indicate the anticipated frequency of on-site visits to Meherrin River Regional Jail by the regional manager.
14. Include other relevant information the Vendor deems necessary to describe its qualifications.
15. Identification of all materials and services expected from the Jail in addition to general assistance.
16. References: A list of current and past customers to whom the vendor is or has performed similar services shall be provided including names of the organization, addresses, contact persons and telephone numbers. Provide at least five (5) business references from similar projects including who the contract was with, a contact name, addresses and telephone numbers. Business references shall be suppliers that shall attest to the Company’s ability to provide contracted services and pay invoices in a timely manner. Other pertinent references may be given at the vendor’s discretion.
17. Indemnification and Hold Harmless Clause/Insurance and Certificate Requirements:

Requirements for Services

Indemnification and Hold Harmless Clause

The successful vendor must agree to the following language in the contract clause acceptable to the Meherrin River Regional Jail:

“The Vendor agrees to defend and indemnify the Meherrin River Regional Jail, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Vendor, or its subcontractor, under this contract”

The Vendor by agreeing to defend the Meherrin River Regional Jail as set forth above, agrees that if the Meherrin River Regional Jail receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this Vendor agrees to pay all attorney fees and expenses; the selection of such attorney to represent Meherrin River Regional Jail shall be the sole and exclusive determination of Meherrin River Regional Jail.

The Vendor further understands that Meherrin River Regional Jail cannot agree to indemnify the Vendor.

- 4. INSURANCE REQUIREMENTS:** By signing and submitting a proposal under this solicitation, the offeror certifies that is awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

5. EVALUATION AND AWARD

- 5.1 **EVALUATION CRITERIA:** This is a contract for propane services as defined by the Virginia Public Procurement Act (VPPA). The Jail reserves the right to reject any and all proposals as a whole or in part. Proposals shall be evaluated by Meherrin River Regional Jail using the following criteria:

Description	Weight
Offeror - Qualifications and experience - Services proposed	30
Methodology - Proposed methodology - Availability of support services - Proposed schedule	10
Cost - Cost of propane (liquefied petroleum gas)	60
TOTAL	100

- 5.2 **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors listed in Section 5.1, including cost. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

6. GENERAL TERMS AND CONDITIONS:

6.1 ACCEPTANCE OF GOODS/SERVICES:

Goods/services delivered shall remain the property of the offeror 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 Contract upon written notice to the offeror and return products to offeror at the offeror's expense.

6.2 ADDITIONAL SERVICES:

The Jail may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

6.3 COMPLIANCE WITH ALL REQUIREMENTS:

The offeror shall comply with all applicable Federal, State and Local laws and regulations. The offeror shall give notice as required and comply with all laws, ordinances, rules, regulations, and lawful orders of any entity having authority over the performance of the work.

6.4 CONTRACT CHANGES:

Any changes to the Contract must be approved through issuance of a written contract addendum or change order. The Jail will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

6.5 CONTRACT TERMINATION:

6.5.1 Unless specified otherwise, 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 offeror or as provided in the Notification paragraph below. The notice of termination shall state the extent to which performance shall be terminated. The offeror shall be paid for all goods delivered or services successfully completed prior to the termination date.

6.5.2 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.

6.6 CONTRACTUAL CLAIMS:

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the offeror's intention to file such claim shall have been given at the time of occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the Superintendent, Meherrin River Regional Jail, 9000 Boydton Plank Road, 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 Superintendent shall render a decision on the claim and shall notify the offeror within thirty (30) days of receipt of the claim. The offeror may appeal the decision of the Chairman of the Meherrin River Regional Jail Authority by providing written notice to the Meherrin River Regional Authority, within fifteen (15) days of the receipt of the claim. The Authority Board shall render a decision on the claim within sixty (60) days of the date of receipt of the appeal notice and such decision shall be final unless the offeror appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the offeror shall be delivered to the Jail no later than thirty (30) days following the conclusion of the work or delivery of the goods.

- 6.7 DAMAGE TO PROPERTY:
The offeror shall be responsible for damages to property caused directly or indirectly by its actions or omissions in performing its work under the Contract. The offeror shall repair to properly working order or replace, to the Jail's satisfaction, any property damage directly or indirectly by its actions or omissions.
- 6.8 EMPLOYMENT OF ILLEGAL ALIENS:
The selected firm does not, and shall not during the performance of this contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act 1986.
- 6.9 ETHICS IN PUBLIC CONTRACTING:
- 6.9.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4370, 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.
- 6.9.2 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.
- 6.10 EXTENSION OF CONTRACT TERM:
The Meherrin River Regional 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.
- 6.11 FAITH-BASED ORGANIZATIONS:
In compliance with VA Code Section 2.2-4343.1, the Meherrin River Regional Jail does not discriminate against faith-based organizations.
- 6.12 FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:
- 6.12.1 In accordance with Virginia Code § 2.2-4311.2, a Vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- 6.12.2 Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- 6.12.3 Any bidder or offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by Meherrin River Regional Jail Authority.
- 6.12.4 Any business entity that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

6.12.5 The Jail may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.13 INDEMNIFICATION:

To the fullest extent permitted by law, the offeror, for itself, heirs, representatives, successors and assignees agrees to 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 offeror's performance (or nonperformance) of the agreement terms or its obligations under any resultant agreement.

6.14 INDEPENDENT VENDOR: The offeror is an independent Vendor and nothing contained in the Contract shall constitute or designate the offeror or any of its agents or employees as employees of the Jail.

6.15 LEGAL PROCEEDINGS:

Any resulting Agreement shall be governed by the laws of the Commonwealth of Virginia. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Brunswick County, Virginia General District Court or the Brunswick County, Virginia Circuit Court.

6.16 LICENSES AND PERMITS:

The offeror 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, including software license or other intellectual property permissions, unless otherwise specified by the Jail.

6.17 NONDISCRIMINATION AND DRUG-FREE WORKPLACE:

The offeror agrees as follows:

6.17.1 The offeror 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 offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

6.17.4 The offeror agrees to (i) provide a drug-free workplace for the offeror'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 offeror'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 offeror that the offeror maintains a drug-free workplace. 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 an offeror 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.

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

6.18 NOTIFICATION:

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the offeror 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 Meherrin River Regional Jail, Superintendent, P.O. Box 10, Alberta, Virginia 23821. The offeror 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 (5) calendar days after the date of mailing.

6.19 OWNERSHIP OF DOCUMENTS:

6.19.1 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 offeror 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 offeror.

6.19.2 Any documents or other material provided to the offeror by the Jail shall be returned to the Jail upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the offeror 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 for the final products and/or services unless otherwise requested by the Jail. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

6.20 PAYMENT FOR SERVICES:

Payments to the offeror shall be made within thirty (30) days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the Contract. Invoices shall be numbered. Backup documentation for each invoice shall be provided in detail satisfactory to the Jail. The offeror's records and documentation supporting such invoices shall be made available to the Jail upon reasonable request. The offeror agrees to retain all records, documents and support materials relevant to the Contract for a period of five (5) years following final payment.

6.21 PAYMENTS TO VENDORS:

In accordance with Virginia Code Section 2.2-4301, the offer agrees that:

6.21.1 Should any subcontractor be employed by the offeror for the provision of any goods or services under this Contract, the offeror agrees to the following:

1. The offeror shall, within seven (7) days after receipt of any payments from the Jail pursuant to this Contract, either:
 - a. 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
 - b. Notify the Jail, as applicable, 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 to the Jail shall be given to: Meherrin River Regional Jail Superintendent, P.O. Box 10, Alberta, VA 23821

2. The offeror shall pay interest to the subcontractor, at the rate of one (1) percent per month on all amounts owed to the subcontractor that remain unpaid after seven (7) days following receipt of payment from the Jail for goods or services provided under this Contract, except for amounts withheld under subparagraph immediately above.
3. The offeror 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.
4. The offeror's obligation to pay an interest charge to a subcontractor shall not be an obligation of the Jail.
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.

6.22 PRECEDENCE OF DOCUMENTS:

The precedence of documents shall be as follows: the Contract, The Request for Proposals and the offeror's response to the Request for Proposals.

6.23 REJECTION AND AWARD OF PROPOSALS: The Jail reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple offerors.

6.24 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:

6.24.1 In submitting its proposal response, the offeror 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 this Request.

6.24.2 Unless specified otherwise in the Contract, the offeror shall pay all royalty and license fees relating to the items covered by the contract.

6.24.3 In the event of any third party claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the offeror shall indemnify and hold harmless the Jail from any cost, expense, damage or loss incurred in any manner by the Jail on account of such alleged infringement.

6.25 SEVERABILITY:

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

6.26 SUBCONTRACTING AND ASSIGNMENT OF WORK:

6.26.1 The offeror shall not subcontract or assign the Contract, in whole or in part, other than that specifically stated in the Contract, without the express written consent of the Jail. A description of any work the offeror proposes to subcontract shall be submitted to the Jail for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the offeror and the offeror will be responsible to the Jail for all work performed by any subcontractor or special consultant.

6.26.2 The Jail will, during the term of the Agreement, have the right of reasonable rejection of staff or subcontractors assigned to the project by the offeror. If the Jail reasonably rejects staff or subcontractors, the offeror must provide replacement staff or subcontractors satisfactory to the

Jail in a timely manner and at no additional cost to the Jail. The day-to-day supervision and control of the offeror's employees shall be solely the responsibility of the offeror.

6.27 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 offeror shall pay all Jail, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the Jail and the offeror, as the taxes shall be an obligation of the offeror and not of the Jail, and the Jail shall be held harmless for same by the offeror. Exemption certification will be supplied upon request.

6.28 WARRANTIES:

Any goods or services furnished by the selected firm under the contract shall be covered by the most favorable warranties provided by the selected firm or any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to MRRJ. The selected firm agrees that if such warranties are in any respect breached, the selected firm will pay to MRRJ the full contract price agreed to by MRRJ for the supplies, materials, equipment or services furnished under the RFP.

7. SPECIAL TERMS AND CONDITIONS:

7.1 AUDIT: The offeror 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 (5) years after the effective date of final payment or contract termination. During this five (5) year term, the Jail, or its authorize representative, shall have unlimited access to, and the right to audit, the books, records and documents of the offeror during the offeror's normal working hours.

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

7.1.1 The offeror 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 offeror fail to ensure the Jail's rights under this section, the offeror 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.

7.2 CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Vendor assures that the information and data obtained as to personal facts and circumstances whether related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Jail's written consent and only in accordance with federal laws or the Code of Virginia. Contractors who utilize, access or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the Jail of any breach or suspected breach in security of such information. Vendors shall allow the Jail to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

7.3 CONTINUITY OF SERVICES:

A. The Contractor recognizes that the services under this contract are vital to the Jail and must be continued without interruption and that, upon contract expiration, a successor, either the Jail or another Contractor, may continue them. The Contractor agrees:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
2. To make all Jail owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
3. That the Jail shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

B. The Contractor shall, upon written notice from the Jail, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Jail's approval.

C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Jail in writing prior to commencement of said work.

7.4 INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Jail.

7.5 JAIL SECURITY RULES:

A. In consideration of the security responsibility of the Jail, the Jail Superintendent or designee reserves the right to observe the Contractor's operations and inspect assigned work areas. Moreover, the Contractor agrees to abide by any and all of the Jail's rules and regulations, procedures and general orders, as well as any directives by the Jail Superintendent regarding Contractor's performance under the Contract.

B. The Jail reserves the right, upon the showing of probable cause, to search the employees of the Contractor.

C. All Contractor employees shall comply with the Jail's written policy and procedures relating to Jail security. Any unusual occurrences shall be reported immediately by the Contractor's employees to the Jail Superintendent or designee. The Contractor shall review the Jail's "contraband" policies with employees to familiarize them with prohibited items.

D. The Contractor shall immediately bring to the attention of the Jail Superintendent or designee any employees with outstanding felony or misdemeanor warrants.

7.6 MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be kept on hand by the Contractor for each chemical and/or compound stored.

7.7 OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 10:00 AM on Tuesday, January 22, 2019 at the Meherrin River Regional Jail, 9000 Boydton Plank Road, Alberta, VA. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

7.8 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his

subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- 7.9 SUBCONTRACTS: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 7.10 WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Jail's satisfaction at the Contractor's expense.

Attachment A – Pricing Schedule

Service Location	Differential Markup Costs Bid (Do not include Price Base Apex)	Estimated Annual Usage (Unit of Measure = Gallons)	EXTENDED TOTAL PRICE
Alberta Facility		100,000	
Mecklenburg Facility		10,000	

Attachment A

A. PRICING SCHEDULE GUIDELINES:

- a. The Offeror shall submit pricing for the differential and extended total for each facility location.
- b. The Offeror must complete the “Differential Mark-Up Costs” and “Extended Total” columns in the Pricing Schedule for each facility location.
- c. The Offeror will submit Attachment A – Pricing Schedule with the proposal submission.
- d. Any proposal response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn by a written request from the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- e. Any and all supporting equipment (tanks, gauges, valves etc.) will be supplied at no cost to the participating accounts.

B. PRICE ADJUSTMENT:

- A. **Differential** – There will be **no adjustment** to the **differential** markup for the first three (3) years of this contract.

The differential cost will include truck and/or rail rates, overhead, profit and delivery cost incurred by the use of the Contractor’s delivery trucks to the Jail. No adjustment will be permitted in the Differential during the first three (3) year term of this contract.

- B. **Price Basis APEX** – The average weekly Apex North Carolina contract price posted each Friday. The price will be effective following Monday, (not Saturday). This will be the accepted cost basis for Propane. This cost factor may be adjusted weekly to reflect the average contract price as posted in the weekly BPN Propane Newsletter.
1. The Contractor shall provide the weekly posted Apex Price to the Contract Officer each week.
 2. The Contractor shall assign a point of contact for each location.
 3. The Contractor shall provide the weekly posted Apex Price to assign point of contact for each location on a weekly basis in an Excel Spreadsheet. Please refer to section 2.6 of this proposal.
- C. **Posted Cost** – The basis for the posted cost will be Apex, North Carolina and will remain the same unless there is a major disruption of this system. The Contractors will notify the Finance Department of the problem. The Finance Department will work with the Contractor to identify a temporary alternate posting location. Once the Apex, North Carolina system has been restored the Contractors will return to the Apex System.
- D. **Price Decreases** – All decreases in the posted or quoted cost must be passed on to the Jail on the same day that the decrease is announced as being effective by the applicable major producing gas company or by the BPN Propane Newsletter.
- E. **Invoicing** – The successful offerors will display price basis information on each invoice.