



INVITATION TO BID

Meherrin River Regional Jail

Finance Department

Invitation No. ITB 03-FY2023

Due by 2:00 p.m. local time prevailing, March 28, 2023

Title: Inmate Supplies

Date: February 28, 2023

Sealed bids, subject to the specifications and conditions contained herein, for the provision of a term contract to provide inmate supplies on an "as needed" basis to the Meherrin River Regional Jail will be received electronically in eVA on the date and prior to the time stated above. Bids will be publicly posted, following the bid closing.

Your bid must be submitted on the enclosed BID FORM (Pages 5 through 11) or a copy thereof. The BID FORM must be attached to your electronic submission in eVA. 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 will not be considered.

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 only issued by the Meherrin River Regional Jail Finance Department. Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge receipt and inclusion of all Addenda in his bid. All questions/requests for information shall be submitted in writing, addressed to Jennifer Derrenbacher, Finance Director, and to be assured consideration, must be received by 10:00 a.m., March 7, 2023. Questions may be sent by email to jderrenbacher@mrrj.org or faxed to (434) 949-0180.

SUBMISSION OF BIDS

Bids must be submitted electronically in [eVA - Virginia's eProcurement Marketplace](#) prior to the time, and on the date stated above.

Hard copy or e-mailed bids, proposals, quotes, and/or late submissions will not be accepted.

REFERENCES

The Contractor shall provide references from at least three companies, preferably regional jail facilities, 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 inmate 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 the lowest responsive and responsible bidder. 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 may result in that bid being deemed non-responsive, and it will not be considered.*** Preference will be given to bids containing a price for all items listed in the Invitation to Bid. However, the Jail may choose to award on a per item basis to multiple vendors.

SPECIFICATIONS

1. Blankets, Fire Retardant (Meets ASTM D 4151-92 flammability requirements), 66" x 90"- minimum; color, gray w/blue striping; poly/acrylic/cotton blend and stitched on all four sides; machine washable in cold water and tumble dry at low temperature.
2. Flat Sheets, 54" x 90" - minimum; color - white; cotton/poly blend; hemmed sides; thread count, minimum 130 or better.
3. Towels, 20" x 40" - minimum; color - brown; first quality, 100% cotton terry; shipped machine compressed.
4. Washcloths, 12" x 12"; color - brown; first quality, 100% cotton terry; shipped machine compressed.
5. Laundry Nets – 100% Polyester Netting with open mesh weave; sewn-in drawstring with spring-loaded white slip-lock closure; sewn-on, cloth ID tag; size - 24" x 30" - minimum; color - white.
6. Toothbrush, color - ivory; handle not to exceed 3 ¼ inch in length; nylon bristle; individually sealed in clear bag.
7. Toothpaste, clear formula and see-through plastic packaging; size 0.85 ounce; animal fat-free paste containing fluoride.
8. Disposable Razors, clear removable safety cap; stainless steel single blade.
9. Plastic Comb, color – black; 5" in length.
10. Bathing Soap, 3.0 ounces; wrapped anti-bacterial / deodorant; color, almond.
11. Shampoo, 4 ounces; clear formula and see-through plastic container.
12. 3-N-1 Wash, Shave, Soap, Shampoo Combo, 2.0 oz.
13. Antiperspirant, 0.5 ounce; stick.
14. Sanitary Napkins, individually wrapped; beltless; powder free with adhesive strips.
15. Hair Clipper, thumb lever adjusts taper and texture without changing blades; V5000 motor clipper; 4 oz. bottle WAHL hair clipper oil; #1 (1/8") attachment comb; instructions.
16. Poly Bags, 6" x 9" clear, re-closable.
17. Legal Pads, 5" x 8", color – yellow, ruled and perforated.
18. Flexible Pen, color – blue, 4" in length, clear soft vinyl sleeve.
19. Barracuda Storage Box, Large, 23"L x 11.5"H x 15.25"W, 2.0 cu. Ft., 8lbs., color – black; No seams or holes; stack and nest design; Individually numbered; Grooved side slots to allow for 4 separate sections; Flame retardant; Rounded edges and corners; Vertical radiused structural columns; Locking hasp on both sides; Constructed with high impact "no-break" polypropylene.
20. Barracuda Storage Lid, Universal, 23.5"L x 17.5"W x 1.5"H, 4lbs., color – black; No seams or holes; Molded in handles; Individually numbered; Locking hasp hole placement; Flame retardant; Full engagement edges on three sides; constructed with high impact "no-break" polypropylene.
21. Mesh Storage Bags, 16"D x 24"L x 12"H, color – royal blue
22. Bathing Soap, 0.5 ounces; wrapped anti-bacterial/deodorant; color, almond.
23. Wristbands – 1.25" wide, plastic fastener, high tension plastic
24. Laundry Net Replacement 50" knitted tie-cords; color, white.
25. Laundry Net Replacement Slip-Lock Clips; color, white.
26. Fingernail Clippers 2" L, Metal, No File.
27. Toenail Clippers 3 ¼" L, Metal, No File.
28. Armless Stackable Chair, Durable one piece, injection molded design for increased strength; Passes 1500 lb static load test; Flame retardant constructed with high impact "no break" polypropylene stackable, low back design; color, slate blue.
29. Monopoly – English
30. Scrabble – English
31. Trouble – English
32. Risk – English
33. Sorry – English
34. Yahtzee
35. Dominoes
36. Checkers
37. Chess
38. Basketballs – Clarino synthetic leather
39. Replacement Basketball Net – Braided polyethylene for unequalled durability. Outdoor Use.
40. Universal Replacement Needles

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.**
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 Account 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 PRICING

Bid pricing shall be inclusive of all sizes, except as specified in the BID FORM.

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

INMATE SUPPLIES

**INVITATION TO BID NO. 03-FY2023
DUE PRIOR TO 2:00 P.M., March 28, 2023**

SUBMIT PAGES 5 - 11 AS YOUR BID RESPONSE

THE JAIL RESERVES THE RIGHT TO CONTRACT WITH FIRMS NOT PARTY TO THIS CONTRACT FOR SIMILAR GOOD/SERVICES, IF IT DETERMINES THIS TO BE IN ITS BEST INTEREST.

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.

The Bidder proposes and agrees, if this bid is accepted within 90 days after the bid opening date, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the point(s) specified and as scheduled. The Bidder is required to note any and all exceptions to the bid requirements on the BID FORM or by an attachment to the BID FORM.

PLEASE PLACE YOUR BID PRICES AS INDICATED BELOW:

PRICING:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>X</u>	<u>UNIT PRICE</u>	<u>=</u>	<u>EXTENDED PRICE</u>
1.	Blankets – fire retardant, as described in the specifications	100 EA		\$ _____		\$ _____
	Bidding On – Manufacturer: _____					
	Catalog # _____					
2.	Flat Sheets – as described in the specifications	800 EA		\$ _____		\$ _____
	Bidding On – Manufacturer: _____					
	Catalog # _____					
3.	Towels – as described in the specifications	400 EA		\$ _____		\$ _____
	Bidding On – Manufacturer: _____					
	Catalog # _____					
4.	Washcloths – as described in the specifications	400 EA		\$ _____		\$ _____
	Bidding On – Manufacturer: _____					
	Catalog # _____					

13. Antiperspirant, 0.5 oz, Stick 10,000 EA \$ _____ \$ _____

Bidding On – Manufacturer: _____

Catalog # _____

14. Sanitary Napkins – as described in specifications 9,000 EA \$ _____ \$ _____

Bidding On – Manufacturer: _____

Catalog # _____

15. Hair Clippers – as described in specifications 12 EA \$ _____ \$ _____

Bidding On – Manufacturer: _____

Catalog # _____

16. Poly Bags – as described in specifications 10,000 EA \$ _____ \$ _____

Bidding On – Manufacturer: _____

Catalog # _____

17. Legal Pads – as described in specifications 6,000 EA \$ _____ \$ _____

Bidding On – Manufacturer: _____

Catalog # _____

18. Flexible Pens – as described in specifications 6,000 EA \$ _____ \$ _____

Bidding On – Manufacturer: _____

Catalog # _____

19. Barracuda Storage Box – as described in specifications 50 EA \$ _____ \$ _____

Bidding On – Manufacturer: _____

Catalog # _____

20. Barracuda Storage Lid– as described in specifications 50 EA \$ _____ \$ _____

Bidding On – Manufacturer: _____

Catalog # _____

21. Mesh Storage Bags – as described in specifications 500 EA \$ _____ \$ _____
- Bidding On – Manufacturer: _____
- Catalog # _____
22. Bathing Soap, Anti-bacterial / Deodorant, 0.5 ounces 1,000 EA \$ _____ \$ _____
- Bidding On – Manufacturer: _____
- Catalog # _____
23. Wristbands – as described in specifications 1,500 EA \$ _____ \$ _____
- Bidding On – Manufacturer: _____
- Catalog # _____
24. Laundry Net Replacement Tie Cords 100 EA \$ _____ \$ _____
- Bidding On – Manufacturer: _____
- Catalog # _____
25. Laundry Net Replacement Slip-Lock Clips 100 EA \$ _____ \$ _____
- Bidding On – Manufacturer: _____
- Catalog # _____
26. Fingernail Clippers 100 EA \$ _____ \$ _____
- Bidding On – Manufacturer: _____
- Catalog # _____
27. Toenail Clippers 100 EA \$ _____ \$ _____
- Bidding On – Manufacturer: _____
- Catalog # _____
28. Armless Stackable Chairs 12 EA \$ _____ \$ _____
- Bidding On – Manufacturer: _____
- Catalog # _____
29. Monopoly 24 EA \$ _____ \$ _____
- Bidding On – Manufacturer: _____
- Catalog # _____

40. Replacement Needles 12 EA \$ _____ \$ _____

Bidding On – Manufacturer: _____

Catalog # _____

GRAND TOTAL \$ _____

* The Meherrin River Regional Jail reserves the right to increase or decrease quantities at the bid prices.

DELIVERY AFTER RECEIPT OF ORDER: _____ DAYS

PRODUCT MANUFACTURER: _____

MANUFACTURER’S LITERATURE ENCLOSED: _____ Yes _____ No

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: _____

a. 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 90 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
___ Individual Trading Under Trade Name
(Individual and Trade Name must be listed below as "legal name")
___ Partnership
___ Corporation

CORPORATE SEAL:

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 _____
FEDERAL ID # _____ Remittance Address (If Different) _____
ADDRESS _____
PHONE: () _____ FAX: () _____ DATE: _____

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: _____ TITLE: _____
(Person signing must be authorized to bind the Bidder in contractual matters) (Applicable for Partnership/Corporation)

NAME: _____
Typed or Printed Name

APPENDIX A

SAMPLE AGREEMENT

ITB No. 03-FY2023
Title: Inmate Supplies

THIS AGREEMENT is entered into this ____ day of _____, 2023 between the Meherrin River Regional Jail Authority (the “Authority”) and _____.

WHEREAS, the Authority has issued an Invitation to Bid for Inmate Supplies; and

WHEREAS, _____ has submitted a bid which the Authority has determined to accept.

NOW THEREFORE, for the consideration stated herein, it is agreed by the parties as follows:

1. Scope of Work

_____ agrees to provide the following scope of work to the Authority, as more fully set out in the Invitation to Bid, which are incorporated into this Agreement by reference: for the purchase of inmate supplies on an “as needed” basis.

2. Term of Contract

This agreement shall begin _____, 2023 and shall terminate _____, 2025, with the option to renew for three additional one year periods upon mutual consent of the parties to the contract, unless terminated earlier pursuant to Section 5 of this Agreement.

3. Payment

The Authority agrees to pay according to Exhibit A for the goods received under this Agreement as follows.

4. Conditions of Agreement

_____ agrees to the term and conditions contained in the Invitation to Bid, including but not limited to, insurance requirements and indemnification provisions.

5. Early Termination

The Authority may terminate this Agreement for convenience and without cause by providing _____ sixty days written notice of such termination.

6. Nondiscrimination

During the term of this Agreement, _____ 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 its normal operation. _____ agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. _____, in all solicitations or advertisements for employees placed by or on its behalf, will state that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. _____ will include the above provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon such subcontractor or vendor.

7. Payment of Subcontractors

_____ agrees, within seven days after receipt of amounts paid under this Agreement for work paid by a subcontractor, to either pay the subcontractor for the proportionate share of the total payment received by the contractor attributable to the work performed by the subcontractor, or notify the Authority and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. _____ shall pay interest to the

subcontractor on all amounts owed that remain unpaid after seven days following receipt of payment for work performed under this Agreement, except for amounts withheld as allowed above. Interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed to be an obligation of the Authority, and a cost reimbursement claim may not include any amount for reimbursement of such interest charge. _____ 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.

8. Federal Identification Number and State Corporation Number

_____’s federal identification number is _____ and its State Corporation Commission Registration number is _____.

9. Drug Free Workplace

During the performance of this Agreement, _____ agrees to (i) provide a drug-free workplace for its 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 workplace and specifying 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 its behalf that it maintains a drug-free workplace; and (iv) include the above provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. Contractual Disputes

Contractual claims, whether for money or other relief, shall be submitted in writing to the Authority no later than sixty days after final payment; however, written notice of the claim shall have been given to the Authority at the time of the occurrence or beginning of the work upon which the claim is based. The Authority shall consider the claim, and shall make a written decision as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless an appeal is filed within six months of the date of the final decision by instituting legal actions as provided in the Virginia Public Procurement Act.

11. Employment of Illegal Aliens

_____ does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

12. Venue for Causes of Action

The parties agree that any action related to this Agreement shall be brought in the courts of Brunswick County, Virginia.

13. Entire Agreement

This Agreement is the entire agreement of the parties.

WHEREFORE, the parties have signed this Agreement below by their duly authorized representatives.

MEHERRIN RIVER REGIONAL JAIL AUTHORITY

By: _____

NAME OF FIRM

By: _____

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 coverage 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. 03-FY2023

Items marked with an "X" are required.

Coverage Required

Limits (Figures Denote Minimums)

- | | | | |
|-------------------------------------|-----|---|--|
| <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. | |

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 Director of Finance 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 mail room and posted on our website at www.mrrj.org 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 electronically submitted in [eVA - Virginia's eProcurement Marketplace](#). 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. The BID FORM must be included as an attachment to your electronic submission in eVA. 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. Hard copy or e-mailed bids will not be considered.
- 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 substitutions," 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 90 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. Hard copy or e-mailed modification of bids shall not be accepted. 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 five (5) 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. Samples not received within the required time period may cause item(s) to be disqualified.

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 Boydton 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.