

RIVERSIDE REGIONAL JAIL AUTHORITY

P. O. Box 1041, 500 FOLAR Trail
North Prince George, VA 23860
Purchasing Department
(804) 524-6600 ext. 6030

INVITATION FOR BIDS

SEALED

Issue Date: September 28, 2018

IFB #RRJ-105-19

Title: Correctional Mattress

Riverside Regional Jail Authority (RRJA) on the behalf of the Procurement Professional of Virginia Regional Jails (PPVRJ) is soliciting bids from qualified vendors to provide the goods/services described herein.

Closing Date and Time: October 12, 2018, 11:00 AM

Issuing Authority: Riverside Regional Jail Authority
Purchasing Department
Attention Michelle Jackson
P. O. Box 1041
500 FOLAR Trail,
North Prince George, VA 23860

Period of Contract: November 1, 2018 – October 31, 2019 with four (4) successive one-year renewals.

Receipt of Bids: Sealed bids will be received until **October 12, 2018, 11:00 AM**, for furnishing the goods/services described herein.

If bids are mailed or Hand Carried send directly to issuing authority above. Sealed bids will not be accepted via Fax machine.

This Public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 11.35.1 or against a offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

All inquiries for contractual information should be directed to:
Michelle Jackson, Purchasing Manager (804) 524-6600 ext. 6030, FAX: (804) 524-6659.

BID REQUIREMENTS AND NON-COLLUSION STATEMENT

Terms and Conditions: ALL enclosed General and Special Terms and Conditions shall apply to this Request for Bid. Offerors are reminded to read and comply with all requirements of this solicitation.

My signature certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

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

Name of Firm or Individual: _____

Address: _____

Signature: _____

Name (type/print): _____

Title: _____

Date: _____

Telephone: () _____ Fax #: () _____

Email address: _____

Federal ID #: _____

VA State Corporation Commission ID #: _____

Minority/Female []yes [] no

I. IFB REQUIREMENTS AND INFORMATION

BIDS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. BIDS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Bids must be received in the Office of the Purchasing Manager, Riverside Regional Jail Authority, 500 FOLAR Trail, North Prince George, Virginia 23860 by the date and time of bid closing indicated above. NO late Bids will be accepted. Bids received in the RRJ Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. RRJA is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the facility mail system. It is the sole responsibility of the bidder to ensure that its bid reaches the RRJ purchasing department by the designated date and hour. Bid receipts and openings or the receipt of Bids scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next regular business day. NO faxed Bids will be accepted.

Bids must meet all specifications, terms and conditions of this Invitation for Bid (IFB). Bidders need to submit their Federal Identification Number in the bid, as well as the identification number issued to you by the Virginia State Corporation Commission, or a statement as to why such number is not required.

The bidder's bid MUST be manually signed in ink and returned by the bid closing date and time along with any other requirements as specified in the IFB in order to be considered for an award.

Bids must be in a sealed envelope and marked "IFB #RRJ-105-19, "Correctional Mattress". A bid may not be altered after opening.

The contractor will be responsible for all requirements and successful performance of this contract.

II. PURPOSE

BACKGROUND INFORMATION AND INTENT: Riverside Regional Jail Authority is a direct supervision jail made up of seven localities; the counties of Charles City, Chesterfield, Prince George, and Surry and the cities of Colonial Heights, Hopewell, and Petersburg. The RRJA consists of a Pre-Release/Work-Release Center and a Main Jail. The Pre-Release/Work-Release facility can house approximately 240 inmates. The Main Jail will initially house up to 1,400 inmates and could be expanded to house approximately 1,800 inmates.

RRJA is handling this solicitation on the behalf of the Procurement Professional of Virginia Regional Jails (PPVRJ). Hereafter the terms "RRJA" and "PPVRJ" are used interchangeably.

The various regional jails in the Commonwealth of Virginia often purchase common items required for the operation of their facilities. Realizing that there are often discounts for quantity purchases PPVRJ agreed to coordinate one solicitation that members may use.

Once the award is made, the successful vendor will honor orders, at the specified prices, from any PPVRJ member, city, county or state agency, or any other municipality or political subdivision that chooses to participate.

However, no agency or governmental entity is required to participate and may conduct separate procurements for items contained in this solicitation. Additionally, PPVRJ does not guarantee any orders will be placed and assures no responsibility, financial or otherwise, for purchases made under this contract. The intent of this solicitation is to provide various correctional mattresses for use by members of the PPVRJ.

III. SPECIFICATIONS:

Correctional Mattress

- Size: 4" x 25" x 75"
4" x 30" x 75"
- Materials: Dimensional stability warranty against cracking
Flame retardant
Odor resistant
Anti fungal
Antimicrobial
Bacteriostatic
Virus barrier
Moisture vapor permeable
Washable
Abrasion resistant
Hypoallergenic and Latex free cover
- Construction: 100% densified polyester core fiber minimum of 11ozs per square foot of density
5" core compressed to 4"
100% RFT sealed seams no stitching
Breathable in and out vent which must resist water, oil, urine, blood, head lice etc.
Valve must be sealed in to the mattress
Integrated pillow construction
Seam strength in excess of 33 lbs per inch
Core must be full length of the mattress, including head rest area
Core must contain no hazardous chemical by products
Complete mattress to contain no manufacturing by product such as polypropylene film, silk film, or other foreign material detrimental to a secure area.

Mattress must meet or exceed the following requirements

- California technical bulletin 117
- California technical bulletin 121
- California technical bulletin 129
- California technical bulletin 133
- California technical bulletin 603
- 16 CFR 1632.4
- 16 CFR 1633
- 191 5134
- DS#7566

Must pass rotator test of 100,000 cycles with minimum loss of density and no cover damage.

IV. PRICE: Provide fixed price for the following categories:

Green Cover		PRICE EACH							
Size	0 - 250	251 - 500	501 - 750	751 - 1000	1001 - 1250	1251 - 1500	1501 - 1750	1751 - 2000	2001+
4" x 25" x 75"	\$	\$	\$	\$	\$	\$	\$	\$	\$
4" x 30" x 75"	\$	\$	\$	\$	\$	\$	\$	\$	\$

Green Cover w integrated pillow		PRICE EACH							
Size	0 - 250	251 - 500	501 - 750	751 - 1000	1001 - 1250	1251 - 1500	1501 - 1750	1751 - 2000	2001+
4" x 25" x 75"	\$	\$	\$	\$	\$	\$	\$	\$	\$
4" x 30" x 75"	\$	\$	\$	\$	\$	\$	\$	\$	\$

Clear Cover		PRICE EACH							
Size	0 - 250	251 - 500	501 - 750	751 - 1000	1001 - 1250	1251 - 1500	1501 - 1750	1751 - 2000	2001+
4" x 25" x 75"	\$	\$	\$	\$	\$	\$	\$	\$	\$
4" x 30" x 75"	\$	\$	\$	\$	\$	\$	\$	\$	\$

Clear Cover with integrated pillow		PRICE EACH							
Size	0 - 250	251 - 500	501 - 750	751 - 1000	1001 - 1250	1251 - 1500	1501 - 1750	1751 - 2000	2001+
4" x 25" x 75"	\$	\$	\$	\$	\$	\$	\$	\$	\$
4" x 30" x 75"	\$	\$	\$	\$	\$	\$	\$	\$	\$

Blue or Black Cover		PRICE EACH							
Size	0 - 250	251 - 500	501 - 750	751 - 1000	1001 - 1250	1251 - 1500	1501 - 1750	1751 - 2000	2001+
4" x 25" x 75"	\$	\$	\$	\$	\$	\$	\$	\$	\$
4" x 30" x 75"	\$	\$	\$	\$	\$	\$	\$	\$	\$

Blue or Black Cover with integrated pillow		PRICE EACH							
Size	0 - 250	251 - 500	501 - 750	751 - 1000	1001 - 1250	1251 - 1500	1501 - 1750	1751 - 2000	2001+
4" x 25" x 75"	\$	\$	\$	\$	\$	\$	\$	\$	\$
4" x 30" x 75"	\$	\$	\$	\$	\$	\$	\$	\$	\$

V. GENERAL TERMS AND CONDITIONS:

A. **ADDITIONAL INFORMATION:** RRJA reserves the right to ask any Bidder or Offeror to submit information missing from its bid or offer, to clarify the bid or offer, and to submit additional information which RRJA deems desirable, and does not affect quality, quantity, price or delivery.

B. **ANTIDISCRIMINATION:** By submitting their bids or Bids, all Bidders or Offerors certify to RRJA that they will conform to the provisions of the Federal Civil Rights Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1E) In every contract over \$10,000 the provisions in a. and b. below apply:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex or national origin, or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonable necessary to the normal operation of the Contractor.
2. The Contract agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. 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.
4. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
5. The Contractor will include the provisions of a, b, and c. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia §2.2-4343.1D or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

C. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to RRJA all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States, relating to the particular goods purchased or acquired by RRJA under the said contract.

D. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Virginia Public Procurement Act and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable Federal, State and local laws and regulations.

E. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of Riverside Regional Jail Authority.

F. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

G. AVAILABILITY OF FUNDS: By signing this bid or bid the Bidder or Offeror agrees that RRJA shall be bound only to the extent of the funds available or which may hereafter become available for the purpose of any resultant contract.

H. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by RRJA, whichever is sooner. RRJA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

I. CANCELLATION OF CONTRACT: RRJA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

J. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. RRJA may order changes within the general scope of the contract at any time by written notice to Contractor. Changes within the scope of the contract include, but are not limited to things such as service to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give RRJA a credit for any savings. Said compensation shall be determined by one of the following methods:
 3. By mutual agreement between the parties in writing; or
 - (1) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to RRJA's right to audit the Contractor's records and/or to determine the correct number of units independently; or

(2) By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present RRJA with all vouchers and records of expenses incurred and savings realized. RRJA shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to RRJA within thirty (30) days from the date of receipt of the written order from RRJA. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim or dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by RRJA with the performance of the contract generally.

K. CLARIFICATION OF TERMS: If any prospective Bidder or Offeror has questions about the specifications or other bid documents, the prospective Bidder or Offeror should submit a written request to the purchasing official whose name appears on the face of the invitation, no later than five (5) days before the due date. Any revisions to the invitation will be made only by addendum issued by the purchasing agent.

L. CONTRACTUAL DISPUTES: Contractual claims arising after final payment shall be governed by Section 11-69A of the Code of Virginia. This claim shall be submitted to the Business Manager at RRJA who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the Business Manager who will make a decision in 10 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

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

N. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, RRJA reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

O. DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.

P. ETHICS IN PUBLIC CONTRACTING: By submitting their bids or Bids, Bidders or Offerors certify their bids or Bids are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Bidder or Offeror, supplier, manufacturer or subcontractor in connection with their bid, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

Q. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing their bids or Bids, the Bidders or Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

R. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if 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 bidder or 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 Commission.

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 Commonwealth 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. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.

S. INVOICES: Invoices for items ordered, delivered and accepted by RRJA shall be submitted by the Contractor directly to the payment address shown on the purchase orders or contracts. All invoices shall show the RRJA contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

T. MANDATORY USE OF RIVERSIDE REGIONAL JAIL AUTHORITY FORMS AND TERMS AND CONDITIONS: Failure to submit a bid on the official RRJA form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, RRJA reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive. As a precondition to its acceptance, RRJA may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions to a bid which do not affect quality, quantity, price or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties. Failure to submit a bid on the official RRJA form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid; however RRJA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid.

U. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or

offeror employs ex-offenders unless RRJA has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. PAYMENT TERMS: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This, however, shall not affect offers of discounts for prompt payment in less than 30 days. Prompt payment discounts for less than 30 days may be considered in the bid evaluation.

W. PAYMENT

1. To Prime Contractor:

a) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, RRJA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*)

2. To Subcontractors:

a) A contractor awarded a contract under this solicitation is hereby obligated:

b) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

c) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

d) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of RRJA.

e) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

X. PRECEDENCE OF TERMS: In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

Y. PROTEST OF AWARD: A Bidder or Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the Business Manager no later than ten (10) days after either the award or the decision to award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest, the Business Manager will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Bidder or Offeror institutes legal action as provided in the Code of Virginia.

Z. SPECIFICATIONS: The goods/services shall strictly conform to all specifications, plans, requirements, etc., unless otherwise stated herein.

AA. TAXES: Sales to RRJA are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The RRJA's excise tax exemption registration number is 54-1641109.

BB. TRANSPORTATION AND PACKAGING: By submitting their bids or Bids, all Bidders or Offerors certify and warrant that the price offered for F.O.B. destination includes only the actual freight rate cost at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number or the contract number, commodity description, and quantity.

VI. SPECIAL TERMS AND CONDITIONS:

A. **ADDITIONAL INFORMATION:** RRJA reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which RRJA deems desirable.

B. **AWARD:** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on unit price. Unit prices must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

C. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 120 days. At the end of the 120 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

D. **CLAIMS:** The Contractor hereby agrees to indemnify and hold harmless Riverside Regional Jail Authority, it's officers, agents, all employees and volunteers, from any and all claims for bodily injury, personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims, suits which result from errors, omissions, or negligent acts of the contractor, his/her subcontractor or his/her agents and employees.

E. **CONTRACT PARTICIPATION:** Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by only the members of the Procurement Professionals of Virginia Regional Jails (PPVRJ). Current PPVRJ institutions include: Albermarle/Charlottesville Regional Jail, Hampton Roads Regional Jail, Meherrin River Regional Jail, Northwestern Regional Adult Detention Center, Peumansend Creek Regional Jail, Piedmont Regional Jail, Rappahannock Regional Jail, Riverside Regional Jail Authority, Southwestern Virginia Regional Jail, Virginia Peninsula Regional Jail, Western Tidewater Regional Jail, and Western Virginia Regional Jail. In addition, the lead-issuing institution may allow local governments, school boards and other agencies serving local governments in their region access to this contract(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports to the lead issuing member for all PPVRJ members and public institutions accessing the Contract. Participating public bodies shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing member shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing member is not responsible for the acts or omissions of any PPVRJ member, or public body and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating public body from using other contracts or competitive processes as required by law.

F. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for RRJA's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

G. IDENTIFICATION OF BID/BID ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/bid should be returned in a separate envelope or package, sealed and identified as follows:

From:	Name of Bidder/Offeror	Due Date	Time
	Street or Box Number	IFB No.	
	City, State, Zip Code	IFB Title	
	Name of Purchasing Manager: Michelle Jackson		

The envelope should be addressed as directed on Page 1 of the solicitation. If a bid/bid not contained in the special envelope is mailed, the Bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or bid to be disqualified. Bids/Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or bids/Bids should be placed in the envelope.

H. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless RRJA, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

I. INDEPENDENT CONTRACTOR: During the performance of this contract the Contractor for all purposes shall be deemed to be an independent contractor and not an employee of the Riverside Regional Jail Authority.

J. METHOD OF PAYMENT: After deliveries are made and accepted by a RRJA representative, the Contractor shall submit an itemized invoice to an RRJA representative. Payment will be issued thirty days from receipt of a valid invoice. Invoices shall include the following information: contract or purchase order number, complete description of supplies/services provided, and the total amount due.

K. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, RRJA reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to RRJA whenever such low bid exceeds RRJA's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by RRJA for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. RRJA shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that RRJA wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

L. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost of materials. The Consumer's Price Index, Housing, Furniture and Bedding Products Category as a guide to determine increase or decrease. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing department. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to RRJA Purchasing Department.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing department. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase in general in scope and not applicable just to Riverside Regional Jail Authority; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing department will notify the using department and the Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The RRJ Purchasing Agent may cancel without liability to either party, any portion of the contract affected by the requested increase and any material, supplies, or services undelivered at the time of such cancellation.

The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing department.

M. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

N. RENEWAL OF CONTRACT: This contract may be renewed by RRJA upon written agreement of both parties for one successive one year periods, under the terms of the current contract, and at a reasonable time approximately 90 days prior to the expiration. (See PRICE ESCALATION/DE-ESCALATION CLAUSE)

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

P. TELEPHONE NUMBERS: List the names of your company's point of contact along with their telephone and facsimile numbers below:

Name of contact person:

Telephone Number:

Fax Number:

Q. RECYCLED PRODUCTS: RRJA encourages the use of products, which contain recycled materials. Please indicate as a percentage the amount and type of recycled materials contained in each of the products offered.

R. SPECIAL DISCOUNTS: During the contract period, if the Contractor offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to RRJA under this contract. The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the Contractor's customers generally.

S. TESTING AND INSPECTION: RRJA reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

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