

**RIVERSIDE REGIONAL JAIL AUTHORITY**

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

**INVITATION FOR BIDS**

**SEALED**

**Issue Date: February 5, 2020**

**IFB #RRJ-108-20**

**Title: Refuse Services**

Riverside Regional Jail Authority (RRJA) is soliciting bids from qualified vendors to provide the goods/services described herein.

**Closing Date and Time: March 4, 2020, 11:00 AM**

**Issuing Authority:** Riverside Regional Jail Authority  
Purchasing Department  
Attention Michelle Jackson  
500 FOLAR Trail,  
North Prince George, VA 23860

**Period of Contract:** April 1, 2020 – March 31, 2021 with nine (1) successive one-year renewals.

**Receipt of Bids:** Sealed bids will be received until **March 4, 2020, 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 an 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-108-20, Refuse Services". 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 200 inmates. The Main Jail will initially house up to 1,400 inmates and could be expanded to house approximately 1,600 inmates.

The purpose and intent of this Invitation for Bids (IFB) is to solicit competitive sealed bids to establish a contract to collect and dispose of non-hazardous refuse with one qualified source at Riverside Regional Jail, located at 500 FOLAR Trail, North Prince George, VA 23860. Riverside Regional Jail Authority will be referred to as RRJA throughout this document.

## **III. SCOPE OF WORK:**

The successful Contractor shall provide all labor, equipment, supplies, and any incidentals necessary for the pickup and disposal of all non-hazardous refuse in accordance with regulations of the Commonwealth of Virginia Department of Environmental Quality, the Virginia Waste Management Board and the U.S. Environmental Protection Agency.

Equipment Requirements: The following equipment is required to fulfill the contract requirements.

- One (1) 34 cubic yard recyclable container
- One (1) 8 cubic yard front load container

All equipment provided shall be well maintained and kept so clean that offensive odors are minimized. Equipment shall be free of dents and chipped paint and be liquid tight. RRJA reserves the right to request that the Contractor replace any equipment it deems unsightly or unclean to the point of causing a nuisance to employees.

RRJA currently has a 34 cubic yard trash compactor located at the facility.

**A. REQUIRED SERVICES:**

The 34 cubic yard trash compactor shall be emptied on Tuesdays and the 34 cubic yard recyclable compactor shall be picked up once per month. The 8 cubic yard front load container shall be picked up at least twice per month. RRJA reserves the option to schedule pick-ups on a “will call” basis as necessary.

**Requirements of successful Contractor:**

To provide water-tight, rodent and fly resistant durable containers with tight fitting covers for the collection and storage of non-hazardous, non-construction garbage and refuse. Containers shall allow easy access to staff. The successful contractor shall ensure all containers are supported to prevent tipping or spilling and shall clean surrounding area of any garbage resulting from tipping, spills, emptying, and pulling.

The successful contractor shall take all precautions to prevent damage to roadway, concrete pads, driveways, fences, gates and any other RRJA property by their equipment when accessing, loading, and unloading containers. Upon award, successful contractor shall provide the names of the drivers that will be servicing RRJA along with certification/licensure and insurance coverage.

**Frequency of pick-ups may be changed to accommodate RRJA’s needs.**

The compactors will be located on the **inside perimeter** of the facility.

Provide a preventative maintenance and cleaning service plan for the trash compactor that RRJA owns. This preventative maintenance service plan shall include the service and repair of the charge box, internal area, and the compactor pad/area.

The successful contractor shall furnish additional containers or remove excess containers as deemed necessary by RRJA. Additional containers will be added at the same fee as noted in the pricing schedule. The agency shall not be charged for the removal of a container. The cost for additional containers brought on site or deduction for containers removed from site shall be effective the first of the following month.

All garbage and refuse collected shall be removed and disposed of in the nearest landfill that has been issued a landfill permit by the Virginia Department of Environmental Quality.

The successful contractor shall ensure containers are kept in good condition and thoroughly cleaned or replaced with clean containers once a month.

Ensure a ticket is left with RRJA personnel at the time of pick up and shall be signed and dated by Warehouse staff or Designee.

State observed holidays are as follows: New Year’s, Martin Luther King, President’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Columbus Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day. State observed holidays and inclement weather days that may interfere with scheduled pickups will result in pick-ups being made on the successful bidders’ next business day.

**B. RECYCLING**

RRJA will be a single stream recycler and all items will be deposited into one container (One 34 cubic yard)

All items removed shall be recycled and sent to a Materials Recovery Facility or be a certified Materials Recovery Facility. The contractor’s copy of the MRF Certificate shall be attached to the IFB response.

Items to be recycled as comingled include:

- Cardboard
- Aluminum Cans

- Aluminum Foil
- Plastic #1 and #2
- Tin/Steel Cans
- Paper – included but not limited to: office, printer, mixed, envelopes, newspaper, books, magazines, phone books and directories.
- Paper – shredded – shall be placed in a clear bag & tied off by Facility
- Pressboard – non corrugated cardboard – (cereal and shoe boxes)

Container pulls may be adjusted to ensure a minimum of ¾ full.

Contractor will invoice monthly for any fees and show revenues received for recycled material including a report of weight tickets per haul for that billing month. **Any revenues are to be used first to cover any fees (rentals / pulls) associated with the solicitation, remaining revenue shall be mailed to the facility’s Accounts Payable Office in the form of a check made payable to Riverside Regional Jail. If fees are more than revenues for any given month, the invoice (showing the breakdown of fees less revenues) and accompanying weight tickets are to be forwarded to Riverside Regional Jail Accounts Payable for processing.**

**IV. PRICING SCHEDULE:**

See Section III. Scope of Work for detailed information on the requested service.

| Description of Items:  | Qty | UOM  | Unit Price | Extended Price |
|--|-----|------|------------|----------------|
| Empty 34 yard self contained trash compactor (RRJ owned container) | 76  | TRIP | \$         | \$             |
| Disposal per ton rate  |     |      | \$         |                |
| Maintenance and Cleaning of 34 yard self contained trash compactor | 12  | MO   |            |                |
| Rental of 8 cubic yard open front container                        | 12  | MO   | \$         | \$             |
| Pickup/Haul Rate   | 26  | TRIP | \$         | \$             |
| Disposal per ton rate  |     |      | \$         |                |
| Rental of 34 yard stationary compactor for Single Stream Recycling | 12  | MO   | \$         | \$             |
| Pickup/Haul rate   | 12  | Trip | \$         | \$             |
| Disposal Per Ton rate  |     |      | \$         |                |
| Rebate Amount per Ton  |     |      | \$         |                |
| TOTAL ANNUAL FEE   |     |      |            | \$             |

DISPOAL FEE PER TON MUST BE AT THE RATE CHARGED BY SPSA. COPIES OF SPSA TONNAGE/WEIGHT TICKETS MUST ACCOMPANY THE INVOICE

**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 bid, all Bidders certify to RRJA that they will conform to the provisions of the Federal Civil Rights Act of 1967, as amended, as well as the Virginia Fair Employment Contracting 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 recipient's religion, religious belief, refusal to participate in a religious practice, or 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:

- 1. During the performance of this contract, the Contractor agrees as follows:
  - a) 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.
  - b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - c) 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.
  - d) Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - e) 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.
- 2. The contract will include the provision of 1. Above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- 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 Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. RRJA and the contactor are encouraged to resolve any issues in controversy arising from the award of the contract and any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia §2.2-43660). 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 non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 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 the Bidder 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 60 days written notice to the Contractor. In the event the initial contract period is more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. 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 terms, conditions, or scope of the contract. Any additional good or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor

shall, in writing promptly notify RRJA of the adjustment to be sought, and before proceeding to comply with the notice, shall await RRJA written decision affirming, modifying, or adjustment to compensation, 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:

- a) By mutual agreement between the parties in writing; or
- b) 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
- c) 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 has questions about the specifications or other bid documents, the prospective Bidder 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. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to RRJA and must be contained without interruption and that, upon contract expiration, a successor; either RRJA or another contractor may continue them. The Contractor agrees:
  - a) to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - b) to make all RRJA owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - c) that the Purchasing Manager shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor
2. The Contractor shall, upon written notice from the Purchasing Manager, furnish all phase-in/phase-out services for up to 90 days after this contract expired and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Purchasing Managers approval.



3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee not to exceed a pro rata portion of the fee under this contract. All phase-in/phase-out work fees must be approved by the Purchasing Manager in writing prior to commencement of said work.
- M. **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.
- N. **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.
- O. **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.
- P. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to provide a drug-free workplace for the contracts employees, 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; state in all solicitation or advertisements for employees paced by or on behalf of the contractor that the contractor maintains a drug-free workplace; and 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 purpose 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, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- Q. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid, Bidders certify their bids are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Bidder, 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.
- R. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable to all contracts over \$10,000: By entering into a written contract with RRJA, the contractor certifies that the Contractor does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- S. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder 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 further certifies that the contractor and any subcontractors will maintain this 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 RRJA of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
  2. **Employer's Liability -** \$100,000.
  3. **Commercial General Liability -** \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. **Automobile Liability -** \$1,000,000 per occurrence.
- T. **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).
- U. **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.
- V. **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 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.

W. PAYMENT TERMS: The contractor will be paid in accordance with the Prompt Payment Act of Virginia. A valid invoice shall be submitted to RRJA by the 10<sup>th</sup> of the month following the month of service with supporting weight tickets. In order to receive payment, all tickets shall be signed by the driver and staff who hand knowledge of services being provided that day. (Warehouse or Designee). Failure to submit timely invoices with proper supporting documentation will cause a delay in payment. 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.

X. 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) Within seven days of the contractor's receipt of payment from RRJA, a contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from RRJA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify RRJA and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

(3) 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.

3. 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.

Y. PRECEDENCE OF TERMS: The following General Terms and Conditions, applicable laws and courts, anti-discrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of RRJA form and terms and conditions, clarification of terms, payment shall apply in all instances. 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.

Z. 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.

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

BB. 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.

## **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: RRJA will make the award on a Grand Total basis 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. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, RRJA will publicly post such notice on RRJA's website [www.rrjva.org](http://www.rrjva.org) and DGS/DPS eVA VBO [www.eva.virginia.gov](http://www.eva.virginia.gov) for a minimum of 10 days.

- D. **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.
- E. **BID PRICE AND BID PRICE CURRENCY:** Bid shall be in the form of a firm unit price for each item during the contract period. Unless stated otherwise in the solicitation, bidders shall state bid price in US dollars
- F. **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** This procurement is being conducted by Riverside Regional Jail Authority in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, if agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Riverside Regional Jail Authority, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall RRJA, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Riverside Regional Jail Authority contract. Riverside Regional Jail Authority assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- 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. **FRATERNOIZATION PROHIBITION:** The Contractor's staff assigned to provide services to RRJA shall not interact with offenders in an unprofessional manner. Examples of unprofessional behavior include, but are not limited to, non-work-related visits between the offender and Contractor staff and engaging in romantic or sexual relationships with offenders.
- H. **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.

- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that may be utilized, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the act and omissions of his own employees.
- N. QUALIFICATIONS OF BIDDER: RRJA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to RRJA all such information and data for this purpose as may be requested. RRJA reserves the right to inspect the bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. RRJA further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy RRJA that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- O. 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.
- P. RENEWAL OF CONTRACT: This contract may be renewed by RRJA for four successive one year periods under this terms and conditions of the original contract except as stated in 1. and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of RRJA's intention to renew shall be given approximately 90 days prior to the expiration date of each contract.

1. If RRJA elects to exercise the option to renew the contract for an additional one-year period, the contract price for the additional one year shall not exceed the contract price of the original contract increased/decreased by more than the percentage increase/decrease of the Water and Sewer and Trash Collection Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, RRJA elects to exercise the option to renew the contract, the contract price for the subsequent renewal period shall not exceed the contract price of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Water and Sewer and Trash Collection Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- Q. 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.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of RRJA. In the event that the contractor desires to subcontract some part of the work specified herein, the contract shall furnish RRJA the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor and shall assure compliance with all requirements of the contract.
- S. 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: |
- T. 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.
- U. WORK SITE DAMAGES: Any damage to existing unities, equipment or furnished surfaces resulting from the performance of this contract shall be repaired to RRJA's satisfaction at the contractor's expense.