

RIVERSIDE REGIONAL JAIL AUTHORITY

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

INVITATION FOR BIDS (IFB)

SEALED

Issue Date: April 27, 2022

IFB #RRJ-111-22

Title: Chiller Overhaul

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

Closing Date and Time: May 26, 10:00 A.M.

Issuing Authority:

Riverside Regional Jail Authority
Purchasing Department
Attention: Trinika A. Lewis-Jones, Purchasing Manager
500 FOLAR Trail
North Prince George, VA 23860

Receipt of Bids:

Sealed bids will be received until May 26, 2022 at 10:00 A.M., for furnishing the goods/services described herein.

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

Information:

All inquiries for contractual information should be directed to:
Trinika A. Lewis-Jones, Purchasing Manager, at (804) 524-6600 ext 6030

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation for Bid provision must be submitted in writing no later than 10:00 a.m., EST, May 16, 2022, to the Riverside Regional Jail Authority Purchasing Manager listed below and clearly marked "Questions for Chiller Overhaul for Riverside Regional Jail Authority". Questions may be sent via email to: Trinika Lewis-Jones, Purchasing Manager, at tjones@rrjva.org.

Mandatory Pre-Bid Conference: Monday, May 9, 2022, 10:00 A.M.

A tour of pertinent parts of the facility will be provided at the time of the pre-bid conference. Contractor interested in attending the pre-bid conference must complete and pass the Authority's background check. The background check form is attached to the IFB and must be complete and returned to the Authority no later than Monday May 2, 2022, 10:00A.M.

Terms and Conditions: ALL enclosed Specification, General, and Special Terms and Conditions shall apply to this Invitation for Bids. Bidders are reminded to read and comply with all requirements of this solicitation.

My signature certifies that the accompanying bids are 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, Chapter 12, Article 1.1 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.

In compliance with this Invitation for Bids and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services at the prices(s) indicated on *Pages 4-5*.

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: _____

Telephone: () _____ Date: _____

Fax No : () _____

FEI/FIN No.: _____

Minority/Female owned: Yes No

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Chiller Overhall**

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NOTE: This Public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 11-35.1 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.

- I. **PURPOSE:** The purpose and intent of this Invitation for Bids (IFB) is to solicit sealed bids to establish a contract with one (1) qualified contractor for Chiller Overhaul at Riverside Regional Jail Authority hereby otherwise referred to as RRJA. The contractor shall address the following major components;
- a. **Gaskets and seals** – Both internal and external elastomer seals give up elasticity and harden with time. The rate of deterioration depends on length of service, temperature, and operating conditions. Gasket and seal wear ultimately results in chiller efficiency loss, refrigerant loss and loss of lubrication capability.
 - b. **Bearings** - Individual unit operating conditions and certain site conditions can influence bearing permanence. These factors can result in bearing damage and compressor failure.
 - c. **Compressor Motors** - Over time compressor motors can develop flaws in the rotor and stator assemblies. These flaws, if left uncorrected, can result in compressor motor failure.

II. **BACKGROUND INFORMATION:** 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 Riverside Regional Jail Authority consists of a Pre-Release/Work-Release Center and a Main Jail. The Pre-Release/Work-Release facility can house approximately 60 inmates and could be expanded to house approximately 240 inmates. The Main Jail houses up to 800 inmates and could be expanded to house approximately 1,368 inmates.

III. **SCOPE OF WORK:** The contractor shall remove and dispose of any used parts from chiller over hall. The Contractor shall provide all necessary personnel, equipment and rigging needed to deliver and set new system in place on the site as specified by the RRJA Maintenance Supervisor.

A. **Responsibility of the Bidder:**

The bidder shall make a careful examination of the project site, shall familiarize himself with the existing conditions, and shall satisfy himself as to the quantity and quality of materials and workmanship required for the Work. He shall carefully and thoroughly examine the Contract Documents before submitting a Bid.

B. **Service Requirements:**

The Contractor shall provide all labor, tools, equipment, and all incidentals required and/or implied for the complete and satisfactory performance of upgrade the existing chiller. This is considered to be a full service maintenance contract to include all repairs needed to ensure that the chiller is in safe operating condition. Contract must complete chiller overhaul using OEM Trane parts.

C. **Qualifications:**

The importance of maintaining this equipment in line with its original design and upgraded performance and in proper and safe operating condition requires the service to be performed by an experienced and competent Contractor who has satisfactorily maintained equipment for this type and to the degree included in these specifications.

1. The personnel used by the Contractor for the performance of this work shall be experienced and trained in the maintenance and repair of this type of equipment, and shall be capable and qualified in performing the work. RRJA may make such investigations as they deem necessary to determine the ability of the bidder to perform the work. RRJA reserves the right to reject any bidder if the evidence submitted by, or investigation of, such bidder fails to satisfy RRJA that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. A qualified Mechanic shall be present during

the performance of any work under this contract. All mechanics shall be uniformed with a visible picture ID while on premises.

2. Maintenance helpers shall be capable of providing assistance and shall be equipped with all tools, equipment, safety equipment, and other incidentals necessary for the performance of the work. All helpers shall be uniformed with a visible picture ID while on premises.

D. Specifications:

1. Refrigerant removal and replacement per applicable law
2. Dismantling of the centrifugal compressor
3. Refrigerant Analysis
4. Inspection and verification of the inlet guide vane assembly, motor shaft, labyrinth seals, and the impellers compared to Trane specifications*.
5. Verification and adjustment of the controls and measuring devices*
6. Inspection of the overload controls, contactors, wiring, and other starter components*.
7. Cleaning and inspection of the lubrication system including the oil pump, regulator, filters, heating elements, and sump*
8. Cleaning and inspection of economizer and liquid line flanges (recommend repair as necessary*)
9. Installation of new Trane compressor motor bearings
10. Speed balance the rotor and impellers as one operating assembly prior to reassembly of the compressor
11. Reassembly of the centrifugal compressor, auxiliary vapor and liquid lines, and sight glasses with all new Trane gaskets
12. Selectable Options:
13. Replace oil pump and motor
14. Clean and verify purge
15. Perform vibration analysis as a base line at chiller start-up
16. Installation of OEM gaskets and terminal O-rings
17. Replace relief valve carbon disk and gaskets
18. Chiller evacuation and leak testing
19. Charge with refrigerant and adjust charge as necessary (any additional refrigerant required must be provided by the Owner. Owner's approval will be required if refrigerant cleaning or additional refrigerant is needed.)
20. Start-up and operation check by certified technician
21. Verification of operating parameters and adjustment of the chiller as per its original specifications
22. Factory parts and labor warranty – see Warranty section (below) for details
23. Any required additional repairs will be brought to RRJA's attention and quoted separately
24. The chiller Overhall shall include a one-year standard parts warranty and 90 days labor on all components replaced as part of the offering.
25. The existing chiller refrigerant will be re-used provided it meets standards. Refrigerant cleaning, reclaiming, and additional refrigerant are not included and will be billable in addition to this proposal.
26. Liquid and economizer line repairs, upon inspection, will be quoted in addition to this proposal.
27. ASHRAE Std. 15 requirements for refrigerant monitor and self-contained breathing apparatus are not included. Please request a separate proposal if the equipment room does not meet this requirement.
28. Disposal of waste oil shall be handled in accordance with EPA regulation
29. The existing insulation will be re-used when possible. New insulation, if necessary, will be quoted in addition to this proposal.
30. Upgrades to the motor starter and controls are not included in this proposal.
31. Labor is at normal working hours only, and excludes labor costs due to unusual equipment access. All crane costs are excluded.
32. Contractor shall provide 5 year warranty

E. Supervision and Construction Procedures:

The contractor shall supervise and direct the Work, using his best skill and attention. He shall not be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this contract.

F. Cleaning Up

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all of his waste, materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

G. Materials and Workmanship

The Contract Documents describe the character and features of the materials and workmanship required to perform the Work. The Contract Documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

RRJA reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as they may deem necessary to assure complete compliance with the requirements of the specifications. The Contractor shall offer full cooperation with personnel in making these tests.

H. Final Inspection

At the time of final inspection, the Contractor, if requested, shall provide a knowledgeable representative to assist in the inspection of the completed installation for conformance with specifications. Any deficiencies shall be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Contractor.

I. Standards

All the work shall be quality work performed in a professional manner according to the standards of the industry. The Contractor shall be responsible for the chiller under this contract in safe operating condition in accordance with the latest version of standards of the industry.

J. Guarantee

All work under this contract shall be guaranteed against defects resulting from the use of substandard materials, equipment, or workmanship for one year from the final acceptance by RRJA. Any work which has to be corrected due to the Contractor's Faulty workmanship, equipment, tools, or materials shall be done at no additional expense to RRJA. This guarantee is automatically voided when the subject piece of equipment or part is worked on or repaired, (not including inspections), by someone other than this Contractor before the end of the year. This guarantee on materials is not applicable when the materials are purchased by anyone other than this Contractor, but the guarantee on workmanship still stands. Material and parts required for the performance of repair work under this contract must be of equivalent material, strength and design as replaced materials or part, new, or top quality, and shall be manufactured by or recommended by the same manufacturer of the equipment being repaired or serviced.

IV. INSTRUCTIONS TO BIDDERS/GENERAL TERMS AND CONDITIONS:

A. INSTRUCTIONS TO BIDDERS:

1. **RESPONSE:** A “NO BID” response is not required.
2. **FACSIMILE BID:** Telegraphic or facsimile bids WILL NOT be accepted on SEALED BIDS. Facsimile bids will be accepted on UNSEALED BIDS OR FAX BACK QUOTES ONLY. Fax number is (804) 524-6659.
3. **PRICE CHANGES:** Bids with price changes that have not been initialed will be rejected.
4. **PRICING:** In case of error in extension of prices, the unit price will govern.
5. **AWARD RESULTS:** Award results will be posted for public inspection in a designated public area at Riverside Regional Jail Authority located at 500 FOLAR Trail, North Prince George, Virginia 23860. Award results will be furnished if a SELF-ADDRESSED STAMPED ENVELOPE is supplied with bid.
6. **ABBREVIATIONS:** Riverside Regional Jail may be referred to as RRJA in the following General Terms and Conditions.

B. GENERAL TERMS AND CONDITIONS:

1. **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.
2. **ANTIDISCRIMINATION:** By submitting their bids or proposals, all Bidders or Offerors certify to Riverside Regional Jail Authority that they will conform to the provisions of the Federal Civil Rights Act of 1964, 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 Section 11.51 of the Virginia Public Procurement Act which provides that in every contract over \$10,000 the provisions in A. and B. below apply:
 - a. During the performance of this contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex or national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. 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. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia §11-35.1* 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. The Contractor will include the provisions of A and B. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

3. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Riverside Regional Jail Authority all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States, relating to the particular goods purchased or acquired by Riverside Regional Jail Authority under the said contract.
4. **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.
5. **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.
6. **AVAILABILITY OF FUNDS:** By signing this bid or proposal 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.
7. **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.
8. **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.
9. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any one of the following ways:
 - a. 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:

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.

b. 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.

- 10. 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 agent 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.
- 11. 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 Director of Administrative Services at Riverside Regional Jail Authority who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the Director of Administrative Services 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.
- 12. 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.
- 13. 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.
- 14. DELIVERY POINT:** Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.
- 15. ETHICS IN PUBLIC CONTRACTING:** By submitting their bids or proposals, Bidders or Offerors certify their bids or proposals 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.
- 16. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By signing their bids or proposals, 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.
- 17. 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).

- 18. MANDATORY USE OF RIVERSIDE REGIONAL JAIL AUTHORITY FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid on the official Riverside Regional Jail Authority 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, Riverside Regional Jail Authority 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 proposal on the official Riverside Regional Jail Authority form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however RRJA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 19. MSDS:** Prior to award of this contract, if applicable, the successful Bidder or Offeror shall provide to this office, within 10 calendar days of the verbal or written request, copies of Material Safety Data Sheets (MSDS) for each hazardous chemical/compound offered. Failure to provide such MSDS within the required time frame will be cause for declaring such bid as non-responsive.
- 20. 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.
- 21. PAYMENT TO SUB-CONTRACTORS:**
- a. 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, in writing, of the Contractor's intention to withhold payment and their reason.
 - b. 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 RRJA, except for amounts withheld as stated in B. 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.
- 22. 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.
- 23. 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 Director of Administrative Services 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.

- 24. QUALIFICATIONS OF BIDDERS OR OFFERORS:** Riverside Regional Jail Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the service/furnish the goods stated in the contract. The Bidder or Offeror shall furnish to RRJA all such information and data for this purpose as may be requested. RRJA reserves the right to inspect Bidder's or Offeror's physical plant prior to award to satisfy questions regarding the Bidder's or Offeror's capabilities. Riverside Regional Jail further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy RRJA that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- 25. 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.
- 26. SPECIAL DISCOUNTS:**
- a. 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.
 - b. 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.
- 27. SPECIFICATIONS:** The goods/services shall strictly conform to all specifications, plans, requirements, etc., unless otherwise stated herein.
- 28. TAXES:** Sales to Riverside Regional Jail Authority 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**.
- 29. TESTING AND INSPECTION:** Riverside Regional Jail Authority reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.
- 30. TRANSPORTATION AND PACKAGING:** By submitting their bids or proposals, 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.
- 31. 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/proposal that the product offered is an “equal” product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

V. **SPECIAL TERMS AND CONDITIONS:**

- A. **ADDITIONAL INFORMATION:** Riverside Regional Jail Authority 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 OF CONTRACT:** Riverside Regional Jail Authority reserves the right to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of RRJA. The awards will be made to the lowest responsive and responsible Bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. Riverside Regional Jail Authority also reserves the right to reject any or all bids, in whole or in part, to waive informalities, and to delete items prior to making the awards, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- C. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 45 days. At the end of the 45 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. **BID PRICES:** Bids shall be in the form of a firm unit price for each item during the contract period.
- E. **CLAIMS:** The Contractor hereby agrees to indemnify and hold harmless the 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, suites which result from errors, omissions, or negligent acts of the contractor, his/her subcontractor or his/her agents and employees.
- F. **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 subcontractor 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.

Insurance Coverage and Limits Required:

1. Workers' Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability.
4. Automobile Liability - \$500,000 - Combined single limit.

Certificates of Insurance: The contractor shall provide Riverside Regional Jail with a Certificate of Insurance evidencing the required coverage before commencing with the work. Riverside Regional Jail

must be named as an additional insured when requiring a Contractor to obtain General Liability coverage. Insurance certificates shall provide that Riverside Regional Jail be notified at least thirty (30) days prior to any chance, cancellation of the said insurance policy.

- G. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal 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 Agent: Trinika Lewis-Jones, Purchasing Manager

The envelope should be addressed as directed on Page 1 of the solicitation. If a bid/proposal 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 proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or bids/proposals should be placed in the envelope.

- H. 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.
- I. LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the issuing authority by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the issuing office, or the time recorded by an official from the issuing office. Bids/proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. Riverside Regional Jail Authority 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/offeror to ensure that its bid/proposal reached the issuing authority's office by the designated date and hour. Bid receipts and openings or the receipt of proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next regular business day.
- J. METHOD OF PAYMENT:** Contractor will be paid for the items referenced by this Invitation for Bids by a firm fixed price. After delivery and accepted by a Riverside Regional Jail Authority representative, the Contractor shall submit an itemized invoice to the authority's billing address. Payment will be issued (30) 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, location and the total amount due. Invoices shall be submitted to invoices@rrjva.org.
- K. 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: _____

VI. BID FORM:

To Riverside Regional Jail

For the chiller Overhaul

The undersigned bidder has carefully examined the site of work, General Terms and Conditions, Special Bid Conditions, Supplementary General Conditions, Technical Specifications, for the construction of the above name project. The contractor will provide all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials called for by said Specifications, in the manner prescribed.

The undersigned Bidder agrees to begin the work not later than (10) ten calendar days after the date specified in the Notice to Proceed and to prosecute the work in such manner as to complete it within the time limit as set forth above.

If the bid from the lowest responsible bidder exceeds available funds, RRJA may negotiate with the low bidder to obtain a contract price with available funds.

Total Bid \$ _____ ***

Addendum Information (If Applicable)

Receipt of the addendum listed below is acknowledged and the proposals incorporate all requirements of this addendum:

_____ Dated _____

_____ Dated _____

_____ Dated _____

Contractor's License

Indicate the license number and classification for which your company has been issued a contractors license by the Board of Contractors of the State of Virginia as defined in §54.1-1100 of the *Code of Virginia*.

License Number: _____ Class: _____

VII. Customer Reference Sheet

INQUIRY #**IFB-RRJ-111-22**

The following is to be completed by each bidder as specified in this solicitation.

Qualification or References: All references listed shall have considerable knowledge and experience with the Bidder quoted in this IFB.

References: Provide a listing of three (3) references that the Bidder has provided these goods/services within the last five (5) years.

Subcontractors: The contractor must provide references for all subcontractors that will be used to perform the work identified herein along with references for the Bidder. Please make copies of this attachment as needed to meet this requirement.

The following format should be used:

(1) Customer Name _____ Contact _____

Complete Address _____

Telephone Number _____ Fax _____

(2) Customer Name _____ Contact _____

Complete Address _____

Telephone Number _____ Fax _____

(3) Customer Name _____ Contact _____

Complete Address _____

Telephone Number _____ Fax _____

(4) Customer Name _____ Contact _____

Complete Address _____

Telephone Number _____ Fax _____

VIII. Equipment

Equipment	Qty	Manufacturer	Model Number	Serial Number	Area Served / Asset Tag
Centrifugal Chiller	1	Trane	CVHF058	L08E02494	