

INVITATION FOR BID
BID # 000121
OFFICE FURNIURE
FOR THE
HAMPTON ROADS REGIONAL JAIL

Issue Date: June 19, 2012

Response Deadline: Friday, June 29, 2012
3:00 P.M. local time to the
Hampton Roads Regional Jail
2690 Elmhurst Lane
Portsmouth, VA 23701-2745
Attention: Administrative Coordinator
Deliver to Front Lobby only

Inquiries: All questions concerning this bid should be directed Deborah Hand, Administrative Coordinator, by phone at (757) 217-2610 or email at handdd@hr.rj.virginia.gov , or by fax at (757) 488-2200 no later than 5 working days prior to the closing date of the bid. Any written correspondence, other than the bid response, should be sent to the Hampton Roads Regional Jail at 2690 Elmhurst Lane, Portsmouth, VA 23701 to the attention of Deborah Hand. If you are unable to reach Mrs. Hand to ask a question, call (757) 488-7500 and ask for assistance.

If you receive a copy of this Invitation for Bid from a source other than the issuing office, eVA or Demandstar by Onvia, contact the Issuing office and provide your name, address, telephone number and the Bid Number. You will be added as a Bidder of record and will receive any addenda to this Bid. It is the responsibility of each offeror to check the eVA or Demandstar websites for any addendums that may be posted against this solicitation.

**INVITATION FOR BID:
TO INSTALL PROVIDE OFFICE FURNITURE TO HAMPTON ROADS REGIONAL JAIL**

Bid Issue Date: June 19, 2012

Issuer: Hampton Roads Regional Jail

Background:

The Hampton Roads Regional Jail (hereafter known as the Regional Jail) is located in Portsmouth, Virginia and is operated by the Hampton Roads Regional Jail Authority. The Regional Jail began operations in March 1998 and houses approximately 1,250 inmates. The facility is a modern two-story podular design building with inmate housing units on three of the four corners of the central support building. The building is approximately 380,000 square feet in size on a 38-acre site.

The facility was designed with a ramped loading dock. This area is located within the secure perimeter of The Regional Jail. Access is gained by authorized individuals through a large drive-through Security Gate.

Statement of Need:

1. **General Requirements:** Provide the Office Furniture equal or better than the Manufacturers and Models listed below to the Hampton Roads Regional Jail. Bidders offering a brand other than the specified brand will be considered, however the Regional Jail will, at its sole discretion, determine what an acceptable equal is. Bidders submitting bids for equipment other than what is specified must indicate in writing the Make and Model of the equipment being offered in the "Exceptions" section of the bid and include complete specifications.
2. **Equipment Specifications:**
 - a) 22 – Hon Model 7705 Task Stools with grade IV fabric in either black or blue, no arms
 - b) 5 – Hon Model 7702 Task Chairs with grade III vinyl in either black, blue or gray
 - c) 4 – Hon Model 7702 Task Chairs with grade III fabric in either black or blue
 - d) 9 – Hon # HW103 adjustable arms to fit the 7702 chairs
 - e) 19 – Hon 2-drawer File Cabinets Model 582LL, Putty
 - f) 13 – Hon Storage Cabinets Model 1842L, Putty
 - g) 2 – Safco Big and Tall Chairs Model 3491BL, Black
 - h) 2 – Safco # 3496BL adjustable arms to fit the 3491 chair
3. Indicate the quoted colors on the price sheet. Alternative products, colors or grades of fabric should be noted in the "Exceptions" section of this IFB.
4. Contractor is required to deliver the furniture to the Warehouse and assemble the furniture if required (i.e. Chair arms). The Regional Jail will be responsible for setting the furniture in place. The Regional Jail has a forklift available.
5. The determination of equal products will be made solely by the Regional Jail.

6. All equipment must be warranted against defective or faulty material or workmanship for 1 (one) year from the delivery date.
7. All prices must be FOB destination.
8. Deliveries may be made between 8:30 AM and 3:00 PM Monday through Friday. The carrier must call 24 hours ahead of scheduled delivery to notify the Jail. The Contractor shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Regional Jail will note when packages/crates are not received in good condition. The Contractor will be required to furnish signed proof of delivery in every instance. All deliveries shall be accompanied by delivery tickets of packing slips. Tickets shall contain the following information for each item delivered:
 - a. Purchase Order number and/or Contract Number.
 - b. Name of Article
 - c. Item Number
 - d. Quantity
 - e. Name of the Contractor
9. The Contractor shall remove all debris and rubbish resulting from assembly in an acceptable manner.

Revisions:

The Regional Jail may order changes in the work within the general scope of this agreement consisting of additions, deletions or other revisions. All such changes shall be authorized by a written change order to the Purchase Order.

Exceptions:

Bidders must list all exceptions or additions to the requirements of this bid in the "Exceptions" section of this IFB.

Permits and Licenses:

Vendor must currently be in full compliance with and shall maintain compliance with all federal, state and local laws and regulations relating to the operation of vendor's business and have obtained and shall maintain at no cost to the Regional Jail, all licenses and permits which are required for the provision of services to the Regional Jail.

Vendor must verify that all Permits and Licenses are in full force and effect and that the Vendors facility is in full compliance with the terms and conditions of that permit. Vendor must be a registered, bonded contractor, licensed to do business in the State of Virginia.

By signing this bid document the bidder verifies that it has not received any citations, notices or other correspondence from the State of Virginia relating to any violations or potential violations under that permit. Vendor shall give the Regional Jail notice of any action which jeopardizes the continued validity of such permit within five days of such action.

Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits required within the City of Portsmouth to provide services to the Regional Jail.

Vendor Qualifications:

To be considered for award of this contract, the Vendor must meet the following minimum qualifications:

The Contractor shall certify that it has actively and normally been engaged, under the same name, in the sale, maintenance, service, repair and replacement of materials and/or equipment of similar manufacturer, capacity, construction or use as those in this contract for the past 2 years.

The Contractor shall certify that it has the competence, business organization and financial resources to successfully perform the contemplated work.

The Contractor shall have Insurance bonds as required by federal, state or local regulations.

Inquiries:

Questions may be directed to Deborah Hand, Administrative Coordinator, Hampton Roads Regional Jail, by phone at (757)488-7500, Ext. 2610 and email at handd@hr.rj.virginia.gov , by fax at (757)488-2200 no later than 5 working days prior to the closing date of the bid. Any written correspondence, other than the bid submission, should be sent to the Hampton Roads Regional Jail at 2690 Elmhurst Lane, Portsmouth, VA 23701 to the attention of Deborah Hand.

The contractor will also be held to have examined all specifications and all other data or instructions pertaining to the service work.

No consideration or allowance will be granted for any alleged misunderstanding of terms or services and materials to be furnished, or work to be done. Submission of a bid indicates agreement with all terms and conditions herein.

Bid Submission:

All responses must be signed and in a sealed envelope or package and clearly marked: "Sealed Bid - 000121 – Office Furniture." All responses must be received no later than Friday, June 29, 2012 at 3:00 p.m., local. Bids may be delivered to the Regional Jail Main Lobby between 8:00 am and 5:00 pm Monday through Friday.

Submit Bids to: Hampton Roads Regional Jail
2690 Elmhurst Lane
Portsmouth, VA 23701
Attention: Purchasing
DELIVER TO FRONT LOBBY ONLY
DO NOT DELIVER TO WAREHOUSE ENTRANCE

Fax and email Bid responses will not be accepted.

ALL RESPONSES MUST BE DELIVERED TO THE **FRONT LOBBY** TO BE CONSIDERED ON TIME.

It is the responsibility of the bidder to ensure that the completed bid document is delivered within the proper timeframe to the correct location. Bids received after the specified time or to the wrong location within the Jail will not be considered.

Bid Response:

Bids shall be made and submitted in the format provided by the Regional Jail.

Bids must address each item listed in the Statement of Needs section of this document

Submission of a signed bid in response to this Invitation for bid implies that you or a representative from your company has satisfied yourselves as to the existing and probable conditions under which you will be obligated to perform your work or services.

Bid must reflect an original signature in ink by a person or officer authorized to bind the bidder to the Invitation for Bid.

The Regional Jail advises that all Bids submitted will become the property of the Regional Jail and will not be returned. However, if any portion of the bid is marked "proprietary" or "confidential" and is clearly noted, this portion may be returned to the bidder after award of contract, if requested.

Additional Bid Requirements:

Failure to submit all information requested may result in the rejection of the bid.

Each bidder will fully inform himself/herself of all terms, conditions, and limitations described in this Bid.

Each bidder will be responsible for all costs and expenses incurred in preparation of their Bid, or otherwise in connection with this Bid, and in no event will the Regional Jail be responsible or liable for any costs or expenses due.

The Regional Jail may request a bidder to furnish such supplementary information as is sufficient, in the sole opinion of the Regional Jail, to assure that the bidder's competence, business organization and financial resources are adequate to successfully perform the contemplated work or service.

Vendor must have in their possession all special tools required to perform the service required by this contract.

All materials used as part of this contract shall be new and shall be completely designed and manufactured to meet the quality standards and tolerances recommended by the original equipment manufacturer.

The apparent silence of these specifications and any supplemental specification as to any detail or the omission from the specification as a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and only material of the highest quality and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

Award:

The contract will be awarded to the lowest responsible and responsive bidder whose bid, conforming to the specifications, that is most advantageous to the Regional Jail, considering price and any other evaluation criteria set forth in the bid document. In addition the Regional Jail will consider quality, delivery time, payment terms, warranties, availability of items, suitability of the components offered, and suitability of the items for their intended purpose, options available as well as the capacity, character, integrity and reputation of the bidder and any past experience with the product offered or the bidder.

The Regional Jail reserves the right to adjust any and/or all quantities without penalty as necessitated by budget restrictions or changing requirements.

The Regional Jail specifically Reserves the right to negotiate with one or more of the bidder's in order to arrive at a final selection.

The Regional Jail reserves the right to award by item, groups of items, or total Bid; to cancel the Bid and reject any and all Bids in whole or in part, and to waive informalities in bids if it is determined to be in the best interest of the Jail. The Regional Jail may elect to award a contract to more than one vendor.

The Hampton Roads Regional Jail reserves the right to make awards within ninety (90) days after the date of the bid closing, during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time. Any bid on which the bidder shortens the time specified for acceptance, may, at the discretion of Regional Jail be rejected.

The Regional Jail may negotiate with the apparent low bidder to obtain a contract price within available funds.

Prices must be quoted f.o.b. Portsmouth, VA with all transportation charges prepaid, unless otherwise specified elsewhere in the bid.

Cooperative Procurement:

This procurement is being conducted on behalf of the Hampton Roads Regional Jail, Portsmouth, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.

If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Contractor's bid/proposal.

With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.

The Hampton Roads Regional Jail, 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 the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a HRRJ contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that particular public body.

The Hampton Roads Regional Jail assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may carry out such notification.

Contract Terms:

The contract incorporates by reference all terms and conditions of this Invitation for Bid, amendments to the IFB, the contractor's bid and Purchase Order. If there are any differences in the provisions contained in the specifications and those in the bid submitted; all provisions contained in the Regional Jail specifications shall be mandatory as stated. The original bid specifications will apply unless the Regional Jail, at its option, selects the provisions of the submitted bid. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless done in writing and signed by both parties.

Prices submitted as a part of this IFB shall remain firm for 120 days after the bid closing date.

When materials, equipment or supplies are rejected, they must be removed by the successful bidder from the Hampton Roads Regional Jail property within ten (10) days from notification. Materials, equipment, or supplies left longer than ten (10) days will be considered as abandoned by the successful bidder and may be disposed of as if it were the property of the Jail.

Severability:

In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

Termination of Contract for Cause:

If Vendor's usual operations are interrupted delayed or postponed by reason of acts of God, strikes, lockouts or other industrial disturbances, war, blockades, riots, arrests, explosions, fires, accidents to machinery, or other causes not within the control of the Vendor. Vendor shall not be liable in damages for such interruption, postponement or delay. In the event of such interruption, postponement or delay, Vendor shall take whatever measures it deems appropriate to obtain service for The Regional Jail, including but not limited to, contracting with other companies for the needed services. Should it be necessary for the Vendor to provide substitute services for a period of fifteen (15) consecutive days, The Regional Jail may terminate the Agreement. Such termination shall be effective immediately or at such reasonable date as may be necessary to permit The Regional Jail to obtain an alternate source of service.

The Regional Jail reserves the right to terminate the contract upon ten (10) days notice at any time for default, negligence or unsatisfactory service. In the event of termination pursuant to this clause, the Regional Jail may procure upon such terms and in such manner as The Regional Jail deems appropriate, services similar or substantially similar to those terminated and the Vendor will be liable to The Regional Jail for any excess cost incurred. The vendor shall not be entitled to lost profits or any further compensation not earned prior to the termination of the contract.

Upon partial termination, the Vendor will continue the performance to the extent not terminated. The rights and remedies of the Regional Jail under this clause are not exclusive and are in addition to any other rights or remedies provided by law.

Termination of Contract without Cause:

The Regional Jail reserves the right to cancel with or without cause all awarded contracts with 120 days written notice by certified mail to the Bidder/Vendor.

General Terms and Conditions:

General Requirements

An authorized representative of the company shall sign the Signature Page. All information requested should be submitted. Failure to submit all information requested, may result in the Hampton Roads Regional Jail requiring prompt submission of missing information. Bids that are substantially incomplete or lack key information may be rejected by the Regional Jail. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

It will be the sole responsibility of the vendor to ensure by whatever means, that all property and personnel will be protected from damage and injury. Any damage or injuries will be at the expense of the vendor.

The Superintendent of The Regional Jail or his designee constitutes the only persons authorized to enter into an agreement between the parties with respect to the subject matter. Any representations, affirmation of fact, acceptance of offering, prior negotiation, incorporated herein shall not be binding on The Regional Jail.

Antidiscrimination:

Every contract in excess of Ten Thousand Dollars (\$10,000.00) which may be executed with the bidder shall include the following provisions:

During the performance of this contract, the bidder agrees:

- That the bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non discrimination clause.
- The bidder, in all solicitations or advertisements for employees placed by or on behalf of the bidder, will state that such bidder 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.

Brand Name "or equal":

Specifying a brand name, make or model is for the purpose of establishing a grade or quality of material only. However, the Regional Jail reserves the right to request, test, approve or reject for use any "equal" item submitted as part of this bid. Bidders must list all deviations from the listed specifications. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity they propose to furnish. Failure to furnish required information may result in rejection of the bid.

The determination of equal products will be made solely by the Regional Jail.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Regional Jail. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.

Cancellation of Bids:

The Regional Jail reserves the right to cancel this Invitation to Bid, and to reject any or all bids in whole or in part whenever the Superintendent or his designee determines that such action is in the best interest of the Regional Jail.

Competition:

It is the Regional Jails intent that this bid promote competition. Each bidder is responsible for advising the Regional Jail if any language, requirements, specifications or other elements of this bid inadvertently restrict or limit the requirements stated in this bid to a single source. The notification must be received by the Hampton Roads Regional Jail, Administration office not later than seven (7) days prior to the date set for the receipt of the bids. A review of such notifications will be made.

Compliance with all Laws:

The vendor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. The vendor represents that it possesses all necessary licenses, permits, and certifications required to conduct its business and will acquire any additional licenses, permits and certifications necessary for performance of this agreement prior to the initiation of work. The vendor further represents that it is a company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the agreement. The vendor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work.

Confidentiality:

All bids will be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The written notice shall include a cover page outlining the section and page number of the proprietary section. In addition, the proprietary or trade secret material submitted must be identified by some distinct method, such as highlighting or underlining, and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.**

Debarment:

By submitting their signed bids, all vendors certify the following:

- a. The vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Local, State or Federal Department or Agency;
- b. The vendor has not within a 3-year period preceding this bid/proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

- falsification or destruction of records, making false statements, or receiving stolen property;
- c. The vendor is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this section; and
 - d. The vendor has not within a 3-year period preceding this bid/proposal had one or more public transactions terminated for cause or default.

Documentation:

MSDS sheets are required for all chemicals delivered to the Regional Jail.

Drug-Free Workplace:

During the performance of this agreement, the vendor agrees as follows:

- a. The vendor will provide a drug-free workplace for the vendor's employees.
- b. The vendor will 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 vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. The vendor will state in all solicitations or advertisements for employees placed by or on behalf of the vendor that the vendor maintains a drug-free workplace.
- d. The vendor will include the provisions of the foregoing Sections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Ethics in Public Contracting:

By submitting their signed bids, all vendors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid, and that 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.

eVA Business-To-Government Vendor Registration:

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. The Hampton Roads Regional Jail posts all Invitation for Bids and Request for Proposals on eVA. Participation is encouraged but not required.

Faith-Based Organizations:

The Hampton Roads Regional Jail does not discriminate against faith-based organizations.

Foreign Business Entities:

During the term of the contract the contractor must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by

law. Such status shall be maintained during the term of a contract. A contract entered into by a business in violation of the requirements is voidable at the option of the public body.

Hold Harmless Agreement:

The vendor shall indemnify and hold harmless the Hampton Roads Regional Jail Authority and its member cities: the City of Hampton, the City of Newport News, the City of Norfolk and the City of Portsmouth, Virginia and their representatives from and against all losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered by reason of any act or omission of the vendor, its agents, servants, or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the Hampton Roads Regional Jail Authority and its member cities or their representatives in the defense of any claim or suit.

Insurance:

During the term of the contract, the vendor shall, at his own expense, purchase and maintain the following insurance coverages with companies properly licensed and satisfactory to the Regional Jail:

- Vendor will maintain Workmen’s Compensation, including Occupational Disease and Employer’s Insurance.
- Vendor will maintain Public Liability, including coverage for direct operations, sublet work, contractual liability, and complete operations with limits not less than those stated below:
 - Vendor will provide Bodily Injury Liability to include personal injuries \$500,000 each person; \$1,000,000 each occurrence.
 - Vendor will provide, Property Damage Liability in the amount of \$500,000 each occurrence; \$1,000,000 aggregate.
 - Regarding property damages – include broad form property damage and remove “XCU” exclusions (explosion, collapse, underground property date). Regarding completed operations liability, continue coverage in force for one (1) year after completion of work.
- Vendor will provide, at its own expense any other insurance deemed necessary, by the Regional Jail for the installation of equipment.

Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this Contract violate (i) the provisions of the Federal Immigration Reform and Control Act of 1986, as amended and §40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens and (ii) the provisions of Federal and State employment and wage hour laws. The Contractor shall include and enforce the language in the last sentence in every subcontract issued under this Contract and shall require the subcontractor to do the same.

Nondiscrimination of Vendors:

A bidder, offeror, or vendor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith based organizations. 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 Regional Jail 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.

Non-Appropriation Clause:

It is understood and agreed between the parties to any agreement resulting from this bid that the Regional Jail will be bound hereunder only to the extent of funds available or which hereafter may become available for the purposes of the agreement.

Non-Assignment Clause:

Bidder shall not assign, delegate or subcontract the award or any of its rights or obligations under it in whole or in part without the prior written approval of the Regional Jail.

Payments:

Invoices must be itemized and include the appropriate purchase order number. All correspondence received by the Regional Jail must include the appropriate purchase order number. Mail all invoices to:

Hampton Roads Regional Jail
Attention: Accounts Payable
2690 Elmhurst Lane
Portsmouth, VA 23701

The Regional Jail is tax exempt. A certificate will be provided upon request.

The Regional Jail will pay promptly for completed and delivered goods or services by the payment due date.

Interest charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act of 1% per month.

Within seven (7) days after receipt of payment, the vendor will:

- a. Pay any subcontractors for the proportionate share of the total payment received attributable to the work performed by the subcontractor, or
- b. Notify the Regional Jail and subcontractor, in writing, of his intention to withhold all or a part the subcontractor's payment with the reason for nonpayment

The vendor is obligated to pay interest to any subcontractor on all amounts owed by the vendor that remain unpaid after seven (7) days following receipt by the vendor of payment from the Regional Jail, except for amounts withheld in accordance with section 2 above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

The vendor shall promptly pay all suppliers and subcontractors. Failure to do so will result in payment to the Vendor being reduced by the amount owed to the subcontractor. Payment will be withheld until the Regional Jail receives notification that the supplier or subcontractor has been fully paid.

The vendor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements of this section with respect to each lower-tier subcontractor.

The Regional Jail will not be obligated to purchase or pay for services or equipment covered by this agreement unless and until they are ordered, delivered, installed and performed for the Regional Jail.

Product Discontinuance:

In the event that a manufacturer discontinues a product and/or model, the Regional Jail may allow the Vendor to provide a substitute for the discontinued product or may cancel the contract. If the Vendor requests permission to substitute a new product or model, it should provide the following to the Regional Jail:

1. Documentation from the manufacturer that the product or model has been discontinued.
2. Documentation that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Bid.
4. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This does not apply to catalog items not specifically listed on any resultant contract.

Records Retention:

The contractor shall retain, during the performance of the contract and for a period of seven years from the completion of the contract, all records, including computerized records, pertaining to the contractor's bid/proposal and any contract awarded pursuant to this solicitation. Such records shall include but not be limited to all paid vouchers, other reimbursement supported by invoices, ledgers, canceled checks, deposit slips, bank statements, journals, contract amendments, insurance documents, memoranda, correspondence. Such records shall be available on demand and without advance notice during normal working hours

Safety:

The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, but not limited to, the standards of the Virginia Occupational Safety and Health Administration (V.O.S.H.A) program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Occupational Safety and Health Administration (O.S.H.A.), the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality. The Contractor shall certify that all material supplied or used under this contract meet all O.S.H.A. requirements. MSDS sheets must be available on-site for all chemicals used by the Contractor at the Regional Jail.

All Contractor's personnel and subcontracted personnel must comply with O.S.H.A. requirements regarding the training and proper use of Personal Protective Equipment (PPE), including but not limited to hard hats, gloves, goggles and harnesses.

Competent, qualified and authorized Contractor personnel must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures. Contractors not complying with these standards may be removed from the work site until appropriate safety standards are met.

Security:

All persons wishing to enter the facility must have a valid picture ID (Driver's License) and must log in at the

lobby prior to being granted access to the facility. All persons and vehicles entering this facility are subject to search.

Contractors who are granted access to the facility must surrender the picture ID to the Lobby officer and pass through a metal detector before entering. At that time they will be given a visitor's badge. The picture ID will be returned when the visitor's badge is collected as they exit the facility. All contractors must be escorted at all times by a member of the Regional Jail staff.

All contractors' personnel will be uniformed with appropriate I.D. badges and/or cards at all times while on the grounds of the Regional Jail. The Regional Jail reserves the right to conduct background checks and deny access to the facility to any personnel for security reasons.

A tool inventory will be conducted upon entering and leaving the building.

Smoking or using any tobacco product is prohibited unless you are in your personal vehicle. Vendors may not have any tobacco products, matches, or lighters in their immediate possession while inside the security perimeter of the building.

Vendors also may not have cell phones or cameras inside the Regional Jail building.

The Regional Jail reserves the right to have a contractor's personnel or staff removed from the Regional Jail facilities or premises due to unprofessional or unethical behavior.

State Corporation Commission:

If the contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. All contractors must include in their bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror described above, that fails to provide the required information, shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services of the Commonwealth of Virginia or his designee or by the Superintendent of the Hampton Roads Regional Jail. Any business entity described above that enters into a contract with the Hampton Roads Regional Jail pursuant to this chapter 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 section 2.2-4311.2 of the Code of Virginia.

Withdrawal of Bids:

A bidder may, without prejudice, withdraw a bid submitted prior to the bid closing date and time by requesting such withdrawal in writing before the time and date set for receiving the bids. After the bid opening, all bids submitted shall be good and may not be withdrawn for a period of ninety (90) day calendar days.

In the case of an error, a bidder must submit to the Director of Administration his original work papers, documents, and materials used in the preparation of the bid within two (2) days after the date fixed for the opening of the bid. The work papers shall be delivered by the bidder in person or by registered mail. Such mistake shall be proved only from the original work papers, documents, and materials delivered as required herein.

Waiver:

No waiver of a breach or of any provision of this Bid shall constitute a waiver of any other breach or provision. No modifications, change in, departure from, or waive of the provision of this Bid shall be valid or binding unless approved in writing by The Regional Jail Superintendent or his designee.

Warranty:

The contractor agrees that the products furnished under this contract shall be covered by the most favorable warranties given any customer for such products. This warranty will remain in place for the practical life of the product. Include warranty information with bid.

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL IN ACCORDANCE WITH THE TERMS AND CONDITIONS, TITLED “STATE CORPORATION COMMISSION”. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

The undersigned offeror/bidder:

- is a corporation or other business entity with the following SCC identification number: _____ -
OR-
PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
- Check this box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver).

Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Superintendent or his designee. If this bid/proposal for goods or services is accepted by the Hampton Roads Regional Jail, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

Each Bidder submitting a bid in response to this Invitation for Bid shall provide the following information:

Virginia Contractor License No. _____

Class: _____ Specialty Codes: _____

- Minority Business Firm
- Small Business Firm
- Sole Proprietorship
- Partnership
- Corporation

I certify by my signature below that I have received the documents associated with this Bid and understand that the review for completeness of these Bid documents and understanding and comprehension of the Bid specifications is solely my responsibility and I have fully informed myself of all terms, conditions, and limitations described in this Bid.

I certify that this company is in good standing with the State Corporation Commission.

I also certify that the Company listed below agrees to conform to the Bid Terms, Conditions, and the Specifications including any addendum, and that the Company has the competence, business organization and financial resources to successfully perform the contemplated work or services.

I propose, and agree to furnish and deliver the items/service at the unit and per item price listed in this Bid, and agree to fulfill the specified contract terms.

Company Legal Name and Address: _____

Phone _____ Fax _____

Signature: _____ Date _____

Print Name: _____

Title: _____

Payment Terms _____ Start Date _____

FEI/FIN No. _____

Price Schedule

- a) Quantity 22 – Hon Model 7705 Task Stools \$_____ each
 - a. Fabric Color_____
 - b. Fabric Grade_____

- b) Quantity 5 – Hon Model 7702 Task Chairs \$_____ each
 - a. Vinyl Color_____
 - b. Fabric Grade_____

- c) Quantity 4 – Hon Model 7702 Task Chairs \$_____ each
 - a. Fabric Color_____
 - b. Fabric Grade_____

- d) Quantity 9 – Hon # HW103 adjustable arms to fit the 7702 chairs \$_____ each

- e) Quantity 19 – Hon 2-drawer File Cabinets Model 582LL, Putty \$_____ each

- f) Quantity 13 – Hon Storage Cabinets Model 1842L, Putty \$_____ each

- g) Quantity 2 –Safco Big and Tall Chairs Model 3491BL, Black \$_____ each

- h) Quantity 2 –Safco # 3496BL adjustable arms to fit the 3491 chair \$_____ each