

# **-RAPPAHANNOCK REGIONAL JAIL-**

**Serving: The City of Fredericksburg  
and the Counties of Stafford, Spotsylvania and King George**

## **Notice of Invitation to Bid**

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ITB No. 2023-UC&A

**Issue Date:** June 05, 2023

**Title:** Uniforms, Clothing and Accessories

**Location:** 1745 Richmond Hwy, Stafford, VA 22554

Sealed bids, subject to the conditions and instructions on the attached hereof, will be received at the following location until, but not later than, **1:00 PM on Friday, June 30, 2023** for Uniforms, Clothing and Accessories for the Rappahannock Regional Jail.

**Bids to be delivered:**

**Rappahannock Regional Jail  
Attn: Lisa Walker, Procurement Officer  
1745 Richmond Hwy.  
Stafford, VA 22554**

**Requests for information relating to the Invitation to Bid may be obtained by contacting:**

Lisa Walker, Procurement Officer  
Email: [lwalker@rrj.state.va.us](mailto:lwalker@rrj.state.va.us)  
Telephone: (540) 288-5273

**Requests for specific information relating to services may be obtained by contacting:**

Tim O'Leary, Uniform & Equipment Coordinator  
Email: [toleary@rrj.state.va.us](mailto:toleary@rrj.state.va.us)  
Telephone: (540) 288-5529

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IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT LISA WALKER AS SOON AS POSSIBLE.

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**RAPPAHANNOCK REGIONAL JAIL  
ITB NO. 2023-UC&A**

**Events**

1. Advertise RRJ Website & eVA **Monday, June 05, 2023**
2. ITB response due at 1:00 p.m. **Friday, June 30, 2023**
3. Evaluate bids **July 03, 2023 – July 10, 2023**
5. Notify contractor of selection **Thursday, July 13, 2023**
6. Process Contract **Friday, July 14, 2023**

**RAPPAHANNOCK REGIONAL JAIL  
ITB NO. # 2023-UC&A  
STANDARD INSTRUCTIONS TO BIDDERS**

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**Bidders Shall Carefully Examine Specifications and Instructions.**

**FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT  
IN DISQUALIFICATION OF BID.**

**1.0 PURPOSE**

The purpose and intent of the Invitation to Bid is to establish a firm fixed price contract(s) with qualified firm(s) to provide Uniforms, Clothing, Accessories and related miscellaneous public safety items on an as-needed basis, in accordance with the terms, conditions and specifications contained herein. The Rappahannock Regional Jail herein referred to as "Owner" issues this solicitation.

**2.0 SCOPE OF WORK**

The Contractor shall:

- 2.1** Provide uniforms and/or accessories as listed on attached Pricing Schedule.
- 2.2** Provide measure and fitting sessions for the Rappahannock Regional Jails personnel on an as-needed basis as scheduled by the Contract Administrator. All fittings will take place at the Rappahannock Regional Jail as scheduled by the Contract Administrator. The Contractor shall provide this service at no additional cost to the Owner within seven (7) days of initial contact by the Contract Administrator.
- 2.3** Items submitted as comparable/equal must meet the "Owner's" approval prior to acceptance.
- 2.4** All patches listed in the PRICING SCHEDULE – Patches must meet the "Owner's" approval prior to acceptance. The successful Contractor will supply the patches to the "Owner". The "Owner" will then provide the patches to the successful contractor for items requiring patches.
- 2.5** Emblems shall be applied with coordinating thread, i.e., matching thread for the edged emblems, in a neat, invisible manner, Uneven application seams, thread knots, etc. will NOT be accepted by the Owner
- 2.6** The Contractor(s) shall guarantee that all items and/or substitution items as approved by the Owner will be available during the entire contract period. Individual garments shall be identical in color and quality. Trimmings, lining, buttons, etc. shall be exact style, color and quality and the stitching, stitching placement, style and size of pockets, flaps and all other details shall be identical.
- 2.7** All workmanship used in the manufacturer, construction or alteration of items covered by this contract shall be the best used in modern practice. The decision of the Owner's representative as to fit, quality and workmanship shall be final. Any misfits or alterations that cannot be adjusted to the satisfaction of the Owners representative will result in the rejection of the item(s) and the Contractor shall be required to furnish new garments. All alterations must be accomplished and returned to the individual within fourteen (14) days after the items are picked up.
- 2.8** Screen Printing and Embroidering – Samples are requested for evaluation purposes. Mockups will be required prior to order placement. If outsourcing, the Owner shall be notified and samples will be provided for acceptance.
- 2.9** Bidders are requested to include the following with their bid submission:
  - Current copies of Manufacturer Price list or Vendor Retail sheets
  - Current Manufacturer catalogs

### **3.0 NO SUBSTITUTES ACCEPTED:**

**3.1** Items marked **NO** substitutions listed herein are used for compatibility and standardization purposes. Only the brand name and model number specified will be accepted for these items.

**3.2** If a section is marked “YES” for substitute the substitution must meet or exceed the same appearance and functionality.

**3.3** If a section is marked “YES\*” this indicates the Owner is open to suggestions and input for that specific item. Written information or manufacturer product sheets shall be included in bid response.

### **4.0 PRODUCT INFORMATION:**

**4.1** The Bidder shall be responsible for clearly and specifically identifying the product being offered and enclosing complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Owner to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.

### **5.0 SAMPLES:**

**5.1** The Owner requires the Bidder to furnish samples of any item listed with a YES on the Pricing Schedule with their bid submission.

**5.2** The samples must be furnished free of charge, be clearly marked “Sample” with the Invitation for Bid number, bid item number, Bidder’s name and address and delivered to the Procurement Division.

**5.3** Samples will be evaluated to determine compliance with all major characteristics of the article indicated. **Failure of samples to conform to all such characteristics may be cause for rejection of the Bid.**

**5.4** **Failure to submit the requested sample may be just cause for eliminating the Bidder from further consideration for award.**

### **6.0 LITERATURE**

**6.1** The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Owner to determine if the product offered meets the requirements of the solicitation.

**6.2** When a specific brand or manufacturer is shown as being required on the bid solicitation “No Substitute”, this is a non-negotiable item. **Failure to provide the brand specified may cause the bid to be considered non-responsive.**

**6.3** Brand name(s) and/or catalog number(s) are given for purposes of identification and to denote the standard of quality desired. Where applicable, Bidders **MUST** indicate the brand or manufacturer and model/stock number of the alternative being offered.

### **7.0 ESTIMATED ANNUAL REQUIREMENTS**

**7.1** The quantities specified in this solicitation represent a hypothetical estimated quantity only and do not represent actual contract volume; the contractor shall supply at bid prices for actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**7.2** The Owner reserves the right to add or delete similar items/services requirements during the term of the contract. Prices for items added to the contract will be negotiated at the time of addition. Contract modifications will be issued for all additions or deletions.

## **8.0 DELIVERY**

**8.1** The Owner prefers delivery of items be made at destination within (30) days or less. Bidder to provide a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery shall be made after receipt of order (ARO). Failure to do so may cause the bidder to be considered non-responsive. This may be a determining factor in the award of each item. Indefinite terms such as "promptly" "stock", "without delay", etc. will not be given consideration. **Failure to provide a definite delivery time could result in the disqualification of the bid in its entirety or for the item specified.**

**8.2** Delivery shall be F.O.B. destination prepaid to the Rappahannock Regional Jail, 1745 Richmond Hwy. Stafford, VA 22554 on regular business days, Monday through Friday 8 AM until 3 PM, unless otherwise arranged. It shall be the responsibility of the contractor to notify the Contract Administrator immediately should circumstance beyond their control occur which would prevent them from meeting the maximum delivery time indicated in their contract.

## **9.0 PRICING AND PRICE ADJUSTMENT:**

**9.1** All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.

**9.2** The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Procurement Officer. Upon receipt of the Contractor's request, the Owner shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined.

**9.3** Request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Consumer Price Index, CPI-W, Commodities & Service Group, sub-category Apparel).

**9.4** Unit price on all clothing items shall include the cost of attaching all required patches, rank insignias, chevrons, hash marks, badge patches and piping. Unit price on leather goods requiring imprints shall include the engraving charges.

**9.5** Bidders shall provide the firm, fixed prices in the units as specified on the Solicitation. Bidders are reminded that all pricing shall include all costs, including but not limited to shipping, handling, warehousing, etc. The bid price shall be for complete delivery, ready for the Owner's use, extra charges will not be allowed.

**9.6** The bid price on each unit shall be rounded to two decimal places, i.e. \$ 28.578 should be listed as \$28.58. In the event of calculation errors of the extended total, the unit price will prevail.

**9.7** Bidders are required to submit pricing for all items within the section of PRICING SCHEDULE they are bidding.

## **10.0 QUOTATION LIMITATION:**

**10.1** PRICING SCHEDULE (attached) - Bidders shall offer only ONE ITEM AND PRICE for each line item. Labeled "No-Substitutions".

**10.2** PRICING SCHEDULE (attached) - If an "or equal" item is to be bid, the Bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item.

## **11.0 BID EVALUATION/CONTRACT AWARD:**

**11.1** The Owner 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 their best interest. The award or awards will be made to the lowest responsive, responsible Bidder or Bidders as applicable unless the Owner determines, in its sole discretion, to be in its best interest to reduce the number of awards to those responsive and responsible bidders having a substantial number of items determined to be the lowest in price (Vendor Reduction). Delivery dates may be a factor in determining award(s) as noted in Section 8.0, Delivery. The Procurement Division reserves the right to conduct any test it may deem advisable and to make all evaluations. The Owner also reserves the right to reject any bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole interest.

**12.0 SAMPLE EVALUATION IF REQUESTED:**

**12.1** The Sample will be evaluated to determine compliance with all major quality characteristics of the technical specification. Failure of the sample to conform to all the major quality characteristics shall cause rejection of the bid for failure to meet the major quality characteristics.

**12.2** Unsuccessful samples will be returned at the Bidder's expense with no pecuniary liability to be incurred by the Owner for their loss or damage. The Bidder shall to pick up the unsuccessful samples and must do so within 30 days. If a Bidder fails to pick up the sample, it will be considered to be surplus property and the Owner will dispose of it in accordance with the Surplus Property Policy.

**13.0 CANCELLATION OF ORDERS:**

**13.1** Purchases made under this contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The Owner reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in the contract.

**14.0 EMERGENCY PURCHASES:**

**14.1** The Owner reserves the right to make emergency purchases from other sources, should the Contractor be unable to furnish the required item within the required time frame.

**15.0 WARRANTY:**

**15.1** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of ninety (90) days following date of delivery. Should the Owner note any defect, they will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the Owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the Owner and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the Owner may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

**16.0 SUBMISSION OF BIDS:**

**16.1** Each Bidder **must** use the attached **BID FORM/PRICE SCHEDULE** to submit their bid. All bids must show the manufacturer, style/stock number, delivery time, unit price and total price for each item for which a bid is submitted, as applicable. **All Bidders must return two (2) copies of ALL DOCUMENTS MARKED "RETURN THIS PAGE", keeping all remaining pages for their files.** By executing the Bid Form, the Bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions. Bids may be mailed or hand delivered to the following location:

Hand Delivery & Courier: Lisa Walker  
Rappahannock Regional Jail  
1745 Richmond Hwy.  
Stafford VA 22554

United States Postal Service: Lisa Walker  
Rappahannock Regional Jail  
P.O. Box 3300  
Stafford VA 22555-3300

\*\*\*Please note that it will be the Bidder's responsibility to ensure delivery by the due date & time. The US Postal Service will not be responsible.

**16.2 All bids shall be submitted in a sealed envelope or package with the bid number, title, and the Bidder's name and address on the outside of such envelope or package.**

**16.3 BIDS RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE REJECTED/RETURNED TO THE BIDDER.**

## **17.0 CONTRACT ADMINISTRATION**

**17.1** The successful administration of this contract will require close coordination with the Contract Administrator. The Procurement Division has designated the Uniform Coordinator of the Rappahannock Regional Jail as the Contract Administrator. This individual is the interpreter of the conditions of the contract and its performance. He/She will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the contract and shall decide all other questions in connection with the contract. The Contract Administrator or any designated representative does not have authority to modify this contract, verbally or in writing; any modifications made must be authorized by the Procurement Division and issued as a written amendment to the contract.

## **18.0 CONTRACT PERIOD**

**18.1** The contract period shall be from July 14, 2023 through June 30, 2024. The Owner shall have the option to extend the contract for four (4) additional one (1) year terms under the same terms and conditions of the original contract except as stated in 18.2 and 18.3 below. The Contractor warrants that the prices stated herein shall remain firm for a period of not less than one year from the first date of the contract period. Adjustments to prices may be negotiated only during the (60) sixty-day period prior to renewal. The Owner shall give the Contractor written notice of renewal (60) sixty days prior to the expiration date of this agreement. Pricing adjustment process is noted in 9.0.

**18.2** If the Owner elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the "Commodities & Service Group" category, sub-category "Apparel", of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**18.3** If during the first one-year renewal Owner elects to exercise the option to renew the contract for the second and subsequent additional one-year period, the contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the "Commodities & Service Group" category, sub-category "Apparel" of the CPI-W section of the consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

## **19.0 METHOD OF ORDERING**

**19.1** Purchase orders for the items listed in this Invitation for Bid will be issued as needed throughout the period of the contract, and will become an integral part of the resulting contract. The purchase orders indicate that sufficient funds have been obligated as required by Title 15 of the code of the Commonwealth of Virginia. Each owner's blanket purchase order will site a specific period of time, and will indicate an authorized representative allowed to make releases against the purchase order and/or to be contacted with any and all correspondence regarding that purchase order.

**19.2** The purchase order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

**19.3** Performance under this contract is not to begin until receipt of the purchase order or other notification by the Procurement Division.

**19.4** The Contractor must have a current website utilized by similar customers and must be able to demonstrate similar active websites at the request of the Owner.

**19.5** The website build out should take no more than one week once the Owner has provided user and product information.

**19.6** The website must have secure online ordering accessible by users defined and approved by the customer through unique user names and password assignments.

**19.7** The website must be able to provide department approver on demand, approver order history, and tracking information.

**19.8** The website must be able to be accessed from any location including from a mobile device such as a smart phone.

## **20.0 METHOD OF PAYMENT**

**20.1** Contractor will be paid in accordance with invoices(s) submitted. Invoices shall include the following: the contract number, purchase order number, quantity and description of goods received and total amount due. Invoices shall be submitted to the invoice-to address as specified on the Owner's purchase order. Owner will make payment within (45) days of receipt of accurate and complete invoice.

## **21.0 EMERGENCY PURCHASES**

**21.1** Rappahannock Regional Jail reserves the right to make emergency purchases from other sources, should the Contractor be unable to furnish the required item within the required time frame.

## **22.0 INSURANCE REQUIREMENTS**

**22.1** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract; it will have the insurance coverage required at the time of award. The Owner requires the Bidder to furnish a compliant Certificate of Insurance within five business days of request. The Bidder further certifies that the Contractor will maintain the specified coverage during the entire term of the contract and that insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission will provide all insurance coverage.



**RAPPAHANNOCK REGIONAL JAIL  
INSURANCE SPECIFICATIONS**

The Offeror(s) shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the contractor, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the Rappahannock Regional Jail named as an additional insured for the Commercial General Liability and Umbrella Liability coverage. A carrier(s) rated "Excellent" by A.M. Bests shall provide the coverage. In addition, the insurer shall agree to give the Jail 30 days' notice of its decision to cancel coverage.

*Workers' Compensation*

Statutory Virginia Limits	
Employers' Liability Insurance	\$100,000 for each Accident by employee \$100,000 for each Disease by employee \$500,000 policy limit by Disease

*Commercial General Liability*

Combined Single Limit	\$1,000,000 each occurrence including contractual liability for specified agreement \$2,000,000 General Liability
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*Products/Completed Operations:* Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

\$1,000,000 Personal and Advertising Injury  
\$100,000 Fire Damage Legal Liability

*Comprehensive Automobile Liability:* Including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

*Excess Liability* \$1,000,000 per occurrence

**NOTE 1:** Contractual Liability covers the following indemnity agreement:

"The Offeror(s) shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract."

**NOTE 2:** To satisfy the requirements above, the classification code numbers appearing on the Comprehensive General Liability coverage parts shall not exclude the symbols "X-C-U".

**NOTE 3:** The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance and self-insured reserves. The Offeror(s) shall submit evidence of self-insurance to the Owner for its review and approval in addition to the required certificate of insurance. Such evidence shall consist of, at minimum, current financial statements, which clearly indicate the reserves, committed to the Offeror(s) self-insurance program. The Offeror(s) shall for the duration of the project maintain the self-insurance reserves at a level not less than that which is stated by the Offeror(s) at the time that the Contract is executed. However, the total insurance protection provided for Comprehensive General Liability protection or for Comprehensive Automobile

Liability protection, either individually or in combination with the Excess Liability Umbrella, must total \$2,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the Rappahannock Regional Jail. This policy shall be endorsed to be primary with respect to the additional insured.

## **GENERAL CONTRACT TERMS AND CONDITIONS:**

### **1. Annual Appropriations:**

It is understood and agreed that this contract shall be subject to annual appropriations by the Rappahannock Regional Jail Authority. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should the Board fail to make annual appropriations for this contract.

### **2. Bid Addendums:**

A person authorized to bind the contractor and returned prior to the date established for receipt of bids or included with the bid submitted must sign all addendums issued by the Rappahannock Regional Jail. By doing so, vendor acknowledges receipt of the addendum and assures full compliance with the addendum. The addendum becomes a part of the bid package and supersedes original specifications that are changed by the addendum.

### **3. Bid Documents:**

These terms and conditions shall also become part of the contract documents and shall be binding upon the bidder to whom award is made.

### **4. Cancellation of Bids:**

The Rappahannock Regional Jail reserves the right to cancel the Invitation to Bid, and to reject any or all bids in whole or in part whenever the Purchasing Agent or designee determines that such action is in the best interest of the Rappahannock Regional Jail. The reasons for cancellation or rejection shall be made part of the contract file. The Rappahannock Regional Jail may also waive any minor informalities or irregularities in any bid where such action serves the Rappahannock Regional Jail's best interest.

### **5. Collusion:**

By submitting a Bid in response to this Invitation to Bid, the Bidder represents that in the preparation and submission of this bid, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

### **6. Conditions of Bid:**

- a. Each bidder is responsible for informing himself fully of the conditions relating to the project. Failure to do so will not relieve a successful bidder of his obligation to perform as per the provisions of the contract.
- b. After bid opening, all bids submitted and not withdrawn pursuant to paragraph c shall be binding and may not be withdrawn for a period of 180 calendar days.
- c. The procedure for bid withdrawal shall be stated as follows: The bidder shall submit to the Purchasing Agent his original work papers, documents, and materials used in the preparation of the bid within two (2) days after the date fixed for opening of bids. The work papers shall be delivered by the bidder in person or by registered mail. Such mistake shall be proven only from the original work papers, documents, and materials delivered as required herein.
- d. Specifications or certain brand names used are considered to be a minimum for acceptance by the Rappahannock Regional Jail. Alternate bids are acceptable only if alternate is equal to or better than that specified. The Rappahannock Regional Jail will be the sole body to determine acceptable alternatives/equality.
- e. Bidders shall include manufacturer's name, make, model number, and any warranties where applicable.
- f. The Rappahannock Regional Jail may require more complete detailed specifications on items quoted or samples prior to bid award, at no expense to the Rappahannock Regional Jail. If not destroyed or used during testing, samples will be returned at the bidder's request and expense.

### **7. Contractual Disputes:**

Contractual claims, whether for money or other relief, shall be submitted by the contractor in writing

no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The County shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in the Virginia Public Procurement Act.

**8. Contract Extensions:**

The Rappahannock Regional Jail reserves the right to offer contract extensions to successful bidders with no increase in bid price or with pricing as specified within the bid package.

**9. Controlling Law; Venue:**

This contract is made, entered into, and shall be performed in the County of Stafford, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this ITB, its interpretations, or its performance shall be litigated only in the Stafford County General District Court or the Stafford County Circuit Court.

**10. Default**

1. If the Successful Bidder is wholly responsible for failure to make complete delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the RRJ may consider the Successful Bidder to be in default. In the event of default, the RRJ will provide the Successful Bidder with written notice of default, and the Successful Bidder will be provided twenty (20) calendar days to provide a plan to correct said default.
2. If the Successful Bidder fails to cure said default within twenty (20) days, the RRJ, among other actions, may complete the system through a third party, and the Successful Bidder shall be responsible for any amount in excess of the agreement price incurred by the RRJ in completing the system to a capability equal to that specified in the contract.

**11. Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 2.2-4312)**

1. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, 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.

**12. Employment of Illegal Aliens:**

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.

**13. Ethics:**

By submitting their signed bids, all bidders 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, 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.

**14. Federal Identification Number:**

The contractor's federal identification number (or social security number if an individual) is \_\_\_\_\_.

**15. Indemnification:**

Under this contract, the successful Bidder agrees to indemnify, defend and hold harmless the Rappahannock Regional Jail, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, or the use of any services or materials furnished (or made available) by the successful Bidder, provided that such liability is not attributable to the Jail's sole negligence. The Contractor shall notify the Rappahannock Regional Jail of any suit, claim, demand, loss or action made or filed against the Contractor immediately upon the Contractor's receipt or learning of it.

The owner will not agree to any limitation of damages, waiver of incidental or consequential damages, or indemnification clauses in the contract resulting from this procurement. By submitting a bid, the bidder agrees not to request such clauses in the resulting contract.

**16. Laws and Regulations:**

All applicable state laws and Rappahannock Regional Jail rules and regulations of the authority having jurisdiction over the project/contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full herein.

**17. Minority and Women-Owned Businesses:**

The RRJ welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the Jail. The Rappahannock Regional Jail actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the Jail's Internet site at [www.rj.state.va.us](http://www.rj.state.va.us).

**18. No Discrimination against Faith-Based Organizations:**

Rappahannock Regional Jail does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2 - 4343.1.

**19. Non-Appropriation:**

Contracts are made subject to the appropriation of funds by the Board of Directors of the Rappahannock Regional Jail Authority and are null and void in the event of non-appropriation. Non-appropriation shall be deemed a cancellation and shall terminate this contract without recourse and with no liability on the part of the Rappahannock Regional Jail.

**20. Nondiscrimination:**

1. During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 2.2-4311):
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. 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.
  - c. 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 his section.
2. The contractor will include the provisions of the foregoing paragraphs 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.

**21. Non-Waiver:**

The failure of Contractor or the Rappahannock Regional Jail to exercise any right, power or option arising under this contract, or to insist upon strict compliance with the terms of this contract, shall

not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the Rappahannock Regional Jail of their rights at any time thereafter to require exact and strict compliance with all the terms hereof.

**22. Ownership of Deliverable and Related Products:**

1. The selected Bidder shall be expressly prohibited by the terms of any contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.
2. This shall not preclude Bidders from submitting proposals, which may include innovative ownership approaches in the best interest of the Jail.

**23. Payment of Subcontractors:**

The contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to the contractor under this contract for work performed by a subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received by the contractor attributable to the work performed by the subcontractor under this contract, or
- b. Notify the County and the subcontractor, in writing, of the contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment for work performed by the subcontractor under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the County, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

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

**24. Questions:**

- a. Any questions about items shall be submitted to the Purchasing Agent or designee not less than (5) five days prior to the bid opening by e-mail, telephone or in writing.
- b. Necessary replies will be sent to all bidders of record as an addendum, which becomes part of the bid package.
- c. Oral instructions do not form a part of the bidding instrument.

**25. Record Retention/Audits:**

1. The Successful Bidder shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Bidder's proposal and any contract awarded pursuant to this Request for Proposals. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Bidder copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the Rappahannock Regional Jail on demand and without advance notice during the Successful Bidder's normal working hours.
2. Jail personnel may perform in-progress and post-audits of Bidders records as a result of a contract awarded pursuant to this Invitation To Bid. Files would be available on demand and without notice during normal working hours.

**26. Rejection of Bids:**

The Rappahannock Regional Jail may reject a bid if:

- a. The bidder misstates or conceals any material fact in the bid, or if,
- b. The bid does not strictly conform to the law or the requirements of the bid, or if,
- c. The bid documents are in any respect incomplete or unsigned, or if,

The bid is conditional, except that the bidder may qualify his/her bid for acceptance by the Rappahannock Regional Jail on an "All or None" basis or a "low item" basis. An "All or None" basis bid must include all items upon which bids are invited.

**27. Severability**

Any written contract resulting from this ITB shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

**28. Submittal of Bids:**

- a. Bids shall include all costs as described and indicated by the specifications. Unit price will prevail.
- b. Bids should be submitted in a sealed envelope with bid number and bid closing date written on outside of the sealed envelope.
- c. It is the sole responsibility of the bidder to have his bid submitted at the place and by the time shown on the bid form. Bids received after this time will not be considered.
- d. Telephone, facsimile or e-mail bids are not acceptable.
- e. After three (3) consecutive "no responses" in any given commodity/service classification, the Rappahannock Regional Jail reserves the right to remove the company from the bid list for that commodity/service.
- f. Bid shall be submitted on the designated form, with blank spaces properly filled.
- g. Bid shall be signed in longhand on the bid form below the typed name of the person authorized to bind the bidder to a contract. Bid must be signed in order to be considered responsive.
- h. If the bidder is a corporation, partnership or limited liability company, bid must be signed with the legal name of the corporation, partnership or limited liability company, and the signature of a person authorized to bind a corporation, partnership or limited liability company to a contract.

**29. Taxes:**

1. The Bidder shall pay all county, city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the Jail and the Bidder, as the taxes shall be an obligation of the Bidder and not of the Jail, and the Bidder shall hold the Jail harmless for same.
2. The Rappahannock Regional Jail is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

**30. Termination of Contract:**

1. The Rappahannock Regional Jail reserves the right to terminate the contract/purchase order immediately in the event that the Successful Bidder discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Bidder to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by the Rappahannock Regional Jail.
3. Notwithstanding anything to the contrary contained in the contract/purchase order between the Jail and the Successful Bidder, the Jail may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving (30) thirty days written notice to the Bidder.
4. If the termination clause is used by the Jail, the Bidder will be paid by the Jail for all scheduled deliveries completed satisfactorily by the Successful Bidder up to the termination date set in the written termination notice.

**31. Use of Contract by Other Political Jurisdictions:**

The Offeror is advised that the resultant contract will be extended, with the authorization of the Offeror, and subject to receipt of necessary approvals, to other public bodies of the Commonwealth of Virginia to permit

their ordering of supplies at the prices and terms of the resultant contract. If either of such localities decides to use the resultant contract, the Offeror must deal directly with such locality concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The Rappahannock Regional Jail acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of a proposal. It is the awarded Offeror's responsibility to notify the jurisdictions and political subdivisions of the availability of the contract(s).

Each locality has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that locality. The Rappahannock Regional Jail shall **not** be held liable for any costs or damages incurred by another jurisdiction as result of any award extended to that jurisdiction or political subdivision by the awardee.

**32. Authorization to Transact Business in Virginia**

If the Contractor is organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or is registered as a registered limited liability partnership, the Contractor agrees that during the performance of the contract it is 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.

**33. Payment Terms:**

The Rappahannock Regional Jail generally pays within 45 days of receipt of invoice (net 45).

**THE RAPPAHANNOCK REGIONAL JAIL RESERVES THE RIGHT TO WAIVE INFORMALITIES IN BIDS AND TO PURCHASE ANY PART OF OR THE WHOLE OF THE ITEMS LISTED.**



**RAPPAHANNOCK REGIONAL JAIL  
ITB NO. # 2023- UC&A**

**To Be Completed by Bidder**

1. QUALIFICATION OF BIDDER: The bidder certified it has the capability and capacity in all respects to fully satisfy all of the contractual requirements.
  
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of services \_\_\_\_ years \_\_\_\_ months.
  
3. REFERENCES: Indicate below a listing of at least two (2) recent references for whom the bidder has provided this type of service. Include the date the services were furnished and the name and address of the person that the Rappahannock Regional Jail has your permission to contact. If the bidder has not recently provided this type of service, list at least two (2) general references that the Rappahannock Regional Jail has your permission to contact.

Date	Client	Phone Number and Person to Contact
_____	_____	_____
	_____	Phone_____
	_____	
_____	_____	_____
	_____	Phone_____
	_____	
_____	_____	_____
	_____	Phone_____
	_____	
_____	_____	_____
	_____	Phone_____
	_____	

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**Rappahannock Regional Jail  
Invitation To Bid (ITB) #2023-UC&A  
Uniforms, Clothing and Accessories for Rappahannock Regional Jail**

**BID FORM**

**BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE**

\_\_\_\_\_  
Full Legal Firm Name

\_\_\_\_\_  
Phone # (Including Area Code)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax # (Including Area Code)

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Federal Identification Number

\_\_\_\_\_  
State Corporation Commission  
Identification Number  
(or a statement as to why such  
Number is not required)

***SEE PRICING SCHEDULE***

***Please Sign and Submit Both the Bid Form and Pricing Schedule:***

NON-COLLUSION: The party Making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly/indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Rappahannock Regional Jail or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Rappahannock Regional Jail or the Commonwealth of Virginia.

\_\_\_\_\_  
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

\_\_\_\_\_  
DATE

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**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID**

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder 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 Rappahannock Regional Jail's Superintendent, as applicable.

If this quote for goods or services is accepted by the Rappahannock Regional Jail, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

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

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

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