

COMMONWEALTH OF VIRGINIA

RSW REGIONAL JAIL

March 28, 2016

INVITATION FOR BID

Inmate Haircuts

IFB-001-RSW



Your firm is invited to submit an invitation for bid to provide Inmate Haircuts for the RSW Regional Jail, for a term of one (1) year from July 1, 2016 through June 30, 2017 or an equivalent period depending upon date of Contract award. In addition, the RSW Regional Jail reserves the option of extending the contract for three (3) additional one-year terms, subject to the conditions and instructions contained herein. Proposals for this IFB will be accepted at the following location until, but not later than, 2:00 PM, **April 15, 2016**, at which time they will be opened in the Administration Department.

The submittal, consisting of the original proposal and **three (3)** additional copies marked, “**Inmate Haircuts**”, will be received no later than **2:00 p.m., April 29, 2016**, by:

U.S. POSTAL SERVICE or IN PERSON OR SPECIAL COURIER

RSW Regional Jail

Attn: Lori. Clinedinst

6601 Winchester Road

Front Royal, Virginia 22630

This IFB and any addenda are available on the RSW Regional Jail website at: www.rswregionaljail.com. The Information for Bid link is listed under the Current and Past Solicitations Section on the home page. To download the IFB, click the link and save the document to your hard drive. To receive a printed copy of this document please call (540)622-5004 or -to receive an email copy of this document.

Time is of the essence and any proposal received after **2:00 p.m., April 29, 2016** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Administration Office. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the IFB number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Administration Office personnel by the deadline indicated.

The awarding authority for this contract is the RSW Regional Jail Authority.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The RSW Regional Jail of reserves the right to accept or reject any or all proposals submitted.

The RSW Regional Jail is an Equal Opportunity Employer. All offerors must agree not to discriminate against any person because of race, religion, sex, or national origin.

Requests for information relating to the Request for Proposals may be obtained by contacting:

Finance Manger Lori Clinedinst
Email: lori.clinedinst@rswregionaljail.com
Telephone: 540-622-5004

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

INVITATION FOR BID

INMATE HAIRCUTS

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE	43
2.0 COMPETITION INTENDED.....	43
3.0 DISCREPANCIES	43
4.0 BIDDER'S MINIMUM QUALIFICATIONS	43
6.0 CONTRACT TERMS AND CONDITIONS	54
7.0 INSTRUCTIONS TO BIDDERS.....	1715
8.0 INMATE HAIRCUTS	2220

INMATE HAIRCUTS

1.0 PURPOSE

The intent of this Invitation for Bid (IFB) is to obtain firm fixed pricing from licensed barbers/beauticians to provide hair-cutting services up to 375 inmates housed at the RSW Regional Jail located at 6601 Winchester Rd., Front Royal, VA 22630.

To ensure adequate coverage (i.e., vacation, sick leave, etc.), the bidder shall have, at a minimum, two (2) licensed barbers/beauticians.

It is the RSW Regional Jail's intent to award a one (1) year contract with four (4), one (1) year renewal options for a maximum five (5) year contract.

2.0 COMPETITION INTENDED

It is the RSW Regional Jail's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Finance Manager in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Finance Manager or appointed designee not later than five (5) days prior to the date set for bids to close.

3.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the RSW Regional Jail in writing, not later than ten (5) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the RSW Regional Jail home page at www.rswregionaljail.com. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the RSW Regional Jail's.

4.0 BIDDER'S MINIMUM QUALIFICATIONS

Only those bidders who provide documentation in their bid that they satisfy the following criteria will be considered for further evaluation. Failure to include any of the required documentation shall be cause for bid to be deemed non-responsive and rejected.

4.1 Licensing

Contractor shall provide proof of Virginia Board of Cosmetology/Barbering Licensure.

5.0 SCOPE OF SERVICES

All bids shall be made on the basis of, and either meet or exceed, the requirements contained herein. Failure to provide any of the following requirements shall be cause for the bid to be considered non-responsive and to be rejected.

5.1 General Requirements

5.1.1 The Contractor shall have, at a minimum, two (2) licensed barbers/beauticians to ensure adequate coverage (i.e., vacation, sick leave, etc.).

5.1.2 The Contractor shall provide haircutting services for up to 375 inmates located at the RSW Regional Jail four times (4) per month between Monday through Friday. Services are to include haircuts for females and haircuts and beard trims for males. All supplies necessary to perform haircuts and beard trims will be provided by the RSW Regional Jail.

5.1.3 The Contractor shall submit to a pat-down search upon entering and exiting the RSW Regional Jail. The Contractor shall be escorted by staff at all times while in confines of the jail.

5.1.4 The Contractor shall attend a RSW Regional Jail provided orientation class concerning basic security practices, policies and procedures that Contractor must adhere to while performing services in the RSW Regional Jail. The Contractor shall complete the orientation class no later than thirty (30) day from date of Contract award.

6.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Contract Terms and Conditions:

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Superintendent or his authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Superintendent or his authorized representative(s) acting within their authority for the RSW Regional Jail. Any change to the Contract must be approved in writing by the Finance Manager.

6.2 Contract Period

The Contract shall cover the period from July 1, 2016 through June 30, 2017, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the RSW Regional Jail. The renewal may be for up to four (4) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the prices. Initial prices and subsequent renewal prices are guaranteed for a minimum of twelve (12) months. Any increase in prices after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for "Personal Care Services" (unadjusted for seasonal changes) for the current twelve (12) month period.

Notice of intent to renew will be given to the Contractor in writing by the RSW Regional Jail, normally ninety (90) days before the expiration date of the current Contract.

6.3 Contract Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the RSW Regional Jail shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the RSW Regional Jail.

6.4 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Finance Manager. The Contractor must keep the RSW Regional Jail advised at all times of the status of the services. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Finance Manager to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

6.5 Delivery Failures

Should the Contractor fail to deliver the proper services at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Finance Manager, the RSW Regional Jail may purchase services of comparable quality in the open market to replace the undelivered services. The Contractor shall reimburse the RSW Regional Jail for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the RSW Regional Jail owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the RSW Regional Jail as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in RSW Regional Jail are required to be licensed in accordance with the RSW Regional Jail's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

6.8 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all

description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following :
1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the RSW Regional Jail, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$ 100,000

General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000 aggregate
Fire Damage Legal Liability:	\$ 100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

Automobile Liability:
Combined Single Limit: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the RSW Regional Jail. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The RSW Regional Jail reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

- b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
 - c. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - d. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the RSW Regional Jail. These certified copies will be sent to the RSW Regional Jail from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - e. Any certificates provided shall indicate the Contract name and number.
 - f. The RSW Regional Jail, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the RSW Regional Jail may possess." (Use "loss payee" where there is an insurable interest).
 - g. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- A. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - B. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
 - C. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
 - D. The Contractor agrees to waive all rights of subrogation against the RSW Regional Jail, its officers, employees, and agents.

6.9 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the RSW Regional Jail from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "RSW Regional Jail" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the RSW Regional Jail or to reimburse the RSW Regional Jail for its attorneys fees and costs related to the claim. This section shall survive the Contract.

6.10 Safety

All Contractors and subcontractors performing services for the RSW Regional Jail are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and RSW Regional Jail Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.11 Notice of Required Disability Legislation Compliance

RSW Regional Jail is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, RSW Regional Jail, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.12 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the RSW Regional Jail. A copy of these provisions may be obtained from the Finance Manager upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.13 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any 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.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.14 Drug-free Workplace

Every Contract over \$10,000 shall include the following provisions:

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 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.

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 this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.15 Faith-Based Organizations

RSW Regional Jail does not discriminate against faith-based organizations.

6.16 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.17 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Finance Manager. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the RSW Regional Jail agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the RSW Regional Jail at its sole discretion.

6.18 Workmanship

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The RSW Regional Jail may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the RSW Regional Jail.

6.19 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the RSW Regional Jail is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the RSW Regional Jail for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.20 Invoicing and Payment

Within five (5) days at the end of each visit, the Contractor shall submit a proper invoice detailing the appropriate services, in duplicate such invoice to include a detailed breakdown of all charges(e.g. number of woman's and men's haircuts, and men's beard trims) and the dates services provided.

Invoices shall be submitted to:
RSW Regional Jail
6601 Winchester Road
Front, Royal VA 22630

All such invoices will be paid within thirty (30) days by the RSW Regional Jail unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.21 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the RSW Regional Jail for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the RSW Regional Jail attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the RSW Regional Jail and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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 as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the RSW Regional Jail.

6.22 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Finance Manager.

6.23 Termination

Subject to the provisions below, this Contract may be terminated by the RSW Regional Jail upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the RSW Regional Jail until said work or services are completed and accepted.

A. Termination for Convenience

The RSW Regional Jail may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of

any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.24 Contractual Disputes

The Contractor shall give written notice to the Finance Manager of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Finance Manager by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Finance Manager shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the RSW Regional Jail's receipt of the claim.

The Finance Manager's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the RSW Regional Jail Superintendent, or his designee. The RSW Regional Jail Superintendent shall render a decision within sixty (60) days of receipt of the appeal.

6.25 Severability

In the event that 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.

6.26 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the courts of Warren County, Virginia.

6.27 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Lori Clinedinst, Finance Manager
6601 Winchester Road
Front Royal, VA 22630

6.28 Licensure

To the extent required by the Commonwealth of Virginia or the RSW Regional Jail, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

6.29 Registering of Corporation

The Contractor shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

6.30 Criminal Background Checks

The RSW Regional Jail will conduct a thorough criminal background check of all Contractor employees assigned to the inmate haircuts. The RSW Regional Jail shall have the sole determination of the suitability of potential Contractor employees to work in the RSW Regional Jail. The Contractor should expect that it will take up to two (2) business days to conduct a criminal background check. The Contractor should have sufficient personnel approved by the RSW Regional Jail so that absences can be covered. Criminal background checks will be done at no cost to the Contractor.

6.31 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the RSW Regional Jail. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person, or allow any other person access to, any information related to the RSW Regional Jail or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the RSW Regional Jail, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the RSW Regional Jail may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Finance Manager's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the RSW Regional Jail as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

7.0 INSTRUCTIONS TO BIDDERS

7.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of its contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information as requested or required. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the RSW Regional Jail, Finance Manager BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to 6601 Winchester Rd., Front Royal, VA 22630. Faxed and e-mailed bids will not be accepted.

7.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Finance Manager is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other RSW Regional Jail staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance of the bid opening date. It is the responsibility of all bidders to ensure that they have received all addendums. Addendums can be downloaded from www.rswregionaljail.com.

7.3 Firm Pricing for RSW Regional Jail Acceptance

Bid price must be firm for RSW Regional Jail acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

7.4 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

7.5 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.6 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a “member” may sign or a “manager” must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the RSW Regional Jail requires that a corporate document authorizing him/her to sign be submitted with bid.

7.7 Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the RSW Regional Jail's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the RSW Regional Jail or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Finance Manager. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Finance Manager, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

7.8 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The RSW Regional Jail reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the RSW Regional Jail. Any such replacement shall be at no additional expense to the RSW Regional Jail nor shall it result in an extension of time without the RSW Regional Jail's approval.

7.9 Contract Quantities

The quantities specified in this Invitation for Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such

volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the RSW Regional Jail shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the RSW Regional Jail.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT RSW REGIONAL JAIL SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

- 7.10 Incidental and Consequential Damages
No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.
- 7.11 Late Bids
LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.
- 7.12 Rights of RSW Regional Jail
The RSW Regional Jail reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the RSW Regional Jail.
- 7.13 Prohibition as Subcontractors Under Competitive Sealed Bidding
No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- 7.14 Vendor Preference in Tie Bids
The Finance Manager and all other departments of the RSW Regional Jail making purchases of goods, services or construction shall give preference to goods, services or construction sold by state vendors, in that order, in all cases of tie bids, quality and service being equal.
- 7.15 Anti-Trust Violations
Tie bids may cause rejection of bids by the Finance Manager and/or prompt an investigation for Anti-Trust violations.
- 7.16 Basis for Award
Contract award will be made to the lowest responsive and responsible bidder based on total cost.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of

that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

7.17 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the RSW Regional Jail reserves the right granted by §2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

7.18 Notice of Award

A Notice of Award will be posted on the RSW Regional Jail's web site (www.rswregionaljail.com) and on the bulletin board located at the RSW Regional Jail.

7.19 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

7.20 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the RSW Regional Jail, or in a procurement involving federal funds, by the Federal Government. A copy of the RSW Regional Jail's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

7.21 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Certain isolated transactions or sales conducted through independent Contractors do not require registration. Bidders should consult the Code of Virginia Section 13.1-757 for more information.

7.22 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

7.23 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions.

7.24 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.25 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the RSW Regional Jail.

8.0 INMATE HAIRCUTS

THE FIRM OF: _____

Address: _____

FEIN _____

NOTICE TO BIDDERS: The following required services shall be provided according to the contract terms and conditions contained herein.

Cost per Man's Haircut: \$ _____

Cost per Woman's Haircut: \$ _____

Cost per Beard Trim: \$ _____

The following shall be returned with your bid. Failure to do so may be cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that it has received all addendums.

ITEM:	INCLUDED: (X)
1. Addendums, if any.	_____
2. Certificate of Insurance	_____
3. W-9 Form	_____

Other:

Payment Terms: Net 30

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (7.6): _____

Signature: _____ Date: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.

