

-RAPPAHANNOCK REGIONAL JAIL-

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

Notice of Invitation to Bid

AMENDED ITB No. 2015-Cooling Tower Replacement

AMENDED DATE FOR MANDATORY PRE-BID

Issue Date: September 04, 2015

Title: Cooling Tower Replacement

Location: 1745 Jefferson Davis 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 p.m. on Thursday, October 01, 2015, for the Cooling Tower Replacement.

Mandatory Pre-Bid Conference:

FRIDAY, September 18, 2015 @ 10:00AM
1745 Jefferson Davis Hwy.
Stafford, VA 22554

Bids to be delivered:

Rappahannock Regional Jail
Attn: Lisa Edwards, Procurement Officer
1745 Jefferson Davis Hwy.
Stafford, VA 22554

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

Lisa Edwards, Procurement Officer
Email: ledwards@rrj.state.va.us
Telephone: (540) 288-5273

**RAPPAHANNOCK REGIONAL JAIL
ITB No. 2015-Cooling Tower Replacement
Events**

- | | | |
|----|--------------------------------|---|
| 1. | Post ITB on eVA | <u>September 04, 2015</u> |
| 2. | Mandatory Pre-Bid Conference | <u>September 18, 2015 @ 10:00 AM</u> |
| 2. | ITB response due at 2:00 p.m. | <u>October 01, 2015 @ 1:00 PM</u> |
| 3. | Evaluate bids | <u>October 02, 2015</u> |
| 5. | Notify contractor of selection | <u>October 03, 2015</u> |
| 6. | Work to Commence | <u>November 30, 2015</u> |
| 7. | Job Completion | <u>December 18, 2015</u> |

**RAPPAHANNOCK REGIONAL JAIL
ITB No. 2015-Cooling Tower Replacement
STANDARD INSTRUCTIONS TO BIDDERS**

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 with qualified firm(s) to provide and install a cooling tower, in accordance with the terms, conditions and specifications contained herein. The Rappahannock Regional Jail herein referred to as “Owner” issues this solicitation.

2.0 GENERAL SPECIFICATIONS

The Contractor shall adhere to the replacement scope of work and shall include the following:

- Replacement of original BAC Cooling tower, Md.#” VT1-560-OPCX” with a new **BAC Md. # VT1-560-O Cooling Tower**. See attachment for new Cooling Tower Spec sheet.
- New **BAC Md. # VT1-560-O**, will include, if not noted in spec sheet, the following equipment:
 1. Furnish and install electronic basin level controllers.
 2. Provide VFD’s for the (2) two speed fan motors.
 3. Furnish and install (2) new manual 8” butterfly valves for the tower.
 4. Insulate the 14’ piping on the outside of the building only.
 5. Insulate drain discharge line and provide heat trace tape.
 6. Provide all new exterior disconnects, starters and soft drives for all electrical equipment needed for installation.
 7. Provide new heat trace tape and insulation for 14” piping outside of building.
 8. Stainless steel strainer.
 9. Safety screens to cover bottom of tower and between fans access points.
 10. Provide access ladders for both basin entry points.
- During removal and installation of cooling tower, contractor will comply with all pertain VOSHA safety standards.
- Valve off and support existing cooling tower piping, disconnect and drain the tower.
- Remove all electrical connections at electrical trough, located on the outside of Power Plant. This will include removal of all old disconnects and control boxes to allow for new electrical equipment. Contractor will make safe all disconnected electrical and water connections during cooling tower replacement.

- Contractor to remove (1) old rusted metal conduit that supports wiring for the heating elements for the cooling tower and replace with new PVC conduit.
- Rig-off the existing tower from the structural steel supports and remove from site.
- All misc. debris associated with removal of the cooling tower is to be removed from site and be included in this proposal.
- Contractor will be responsible for any structural steel modifications to the existing support brackets to accommodate new BAC Cooling Tower, to include all supply and return piping lines. The contractor will also primer any modifications made to the structural support with a two part epoxy primer. The owner will be responsible for painting the structural support once cooling tower is installed.
- Rig in new BAC Cooling Tower.
- Contractor is responsible to flush all supply and return pipes of debris after installation process.
- Contractor will reconnect all piping, electrical, filling of the tower and start up, “commissioning” of cooling tower.
- Contractor will utilize JCI, Johnson Controls, Inc. to run communication wiring from the VFD’s to the Metasy BAS and program.
- Installation will be completed during normal business hours, Monday through Friday.

3.0 DELIVERY

3.1 The Owner prefers delivery of items be made at destination within (45) 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 items specified.**

3.2 Delivery and installation will be completed by December 18, 2015.

3.3 Delivery of all contract items shall be made within the time frame specified by the Bidder.

4.0 PRICING

4.1 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.

4.2 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.

5.0 LITERATURE

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.

6.0 EVALUATION AND AWARD

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 3.0, 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.

7.0 METHOD OF ORDERING

7.1 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.

7.2 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.

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

8.0 METHOD OF PAYMENT

8.1. 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.

8.2 The Bidder will invoice no service fees or additional costs to the Rappahannock Regional Jail during the term of this contract. Under certain conditions, the Bidder will

be permitted to add charges for special services and rush delivery. Any rush delivery that occurs as a result of the Bidders error (e.g. stock-outs, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.

9.0 WARRANTY

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of commissioning, delivery and installation. Manufacturer's Standard Parts Warranty 5 Years. Should the owner note any defect, the Rappahannock Regional Jail 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 office issuing the purchase order 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.

10.0 LATE DELIVERIES AND NON-PERFORMANCE

Late deliveries or non-performance resulting from any act, negligence or default of the part of ordering agencies, public enemy, war, embargo, fire, explosion, flood, or any other acts of God not caused by negligence or intentional act of the Bidder or his supplier(s), by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond control or fault of the bidder or his supplier(s), a reasonable extension of time as the ordering agency deems appropriate may be granted upon receipt of a written request and justification for any late delivery.

11.0 RETURNS

Any materials delivered with hidden damage, in poor condition, in excess of the amount authorized by the order or not included on the purchase order may, at the discretion of the contract user, be returned to the Bidder's warehouse at the Bidder's expense within (90) days. Credit for returned goods shall be made immediately once the Bidder receives the returned goods.

12.0 CUSTOMER SERVICE

The Bidder shall provide the contract user a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative must be available during the Bidder's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped and pending), compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 # preferred).

RAPPAHANNOCK REGIONAL JAIL
ITB No. 2015-Cooling Tower Replacement

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 proposal in response to this Request for Proposal, the Bidder represents that in the preparation and submission of this proposal, 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 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.

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.

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.
 - b. 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 Request for Proposals. 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 work 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 Bidder is advised that the resultant contract will be extended, with the authorization of the Bidder, 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 Bidder 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 bid. It is the awarded bidder'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 busines 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 day of receipt of invoice (net 45)

**RAPPAHANNOCK REGIONAL JAIL
ITB No. 2015-Cooling Tower Replacement**

Specifications

ATTACHMENT

COOLING TOWER SPEC SHEET

Quantity: 1 Model VT1-560 O Cooling Tower

Certified Capacity: 1800.00 USGPM of water from 95.00°F to 85.00°F at 77.00°F entering air wet bulb and 7.62 PSIG of total (static lift + spray) pump from head from the unit base.

Fan Motor(s): Two (2) 30 HP fan motor(s): Totally Enclosed, Fan Cooled (TEFC), 2 Speed/1 Winding – Premium Efficiency, suitable for 460 volt, 3 phase, 60 hertz electrical service. Drives are based on 0 inches ESP.

Note: Two-speed fan motors and/or BALTIGUARD® Fan Systems require a starter that incorporates a 15 second time delay when switching from high to low speed.

Equipment Summary

- Forced Draft, Counterflow Cooling Tower
- Quality Assurance – ISO 9001 Certified
- Unit Energy Efficiency per ASHRAE Standard 90.1-2010
- CTI Certified Thermal Performance
- Steel Panels and Structural Members are Constructed of Galvanized Steel
- Non-Corroding PVC Film Fill Material with a Flame Spread Rating of 5
- Polyvinyl Chloride (PVC) Drift Eliminators
- Standard Unit Anchorage
- Galvanized steel Watertight Baffle
- End Outlet Pump Suction Connection

- Mechanical Float Valves for Independent Cell Operation
- Electric Immersion Heater(s) Sized to Maintain +40°F water at 0°F Ambient with Electrical Requirements Matching Fan Motor(s)
- Cooper Heater Elements
- Electric Immersion Heater Controls
- Extended Bearing Lubrication Lines
- Galvanized Steel Bottom Screens
- Aluminum Ladder(s) Extending to Base of Unit with Safety Cage
- 4' ladder and Cage (if provided) Extension(s) for each Ladder

Equipment Details – All Information is Per Unit

Unit Type:

This unit will be a factory fabricated, forced draft, counterflow cooling tower with vertical discharge.

Quality Assurance:

Each unit will be manufactured under closely-controlled conditions using standardized parts to ensure each unit is built precisely to the same high-quality design and construction standards. The design, manufacture, and business processes of Baltimore Aircoil Company are ISO 9001:2000 certified.

Unit Efficiency:

The unit(s) will comply with the energy efficiency requirements established by ASHRAE Standard 90.1-2010.

CTI Certification:

The thermal performance of this BAC unit has been certified through performance tests conducted by the Cooling Technology Institute in accordance with their standard STD-201. Such certification by an independent third party assures engineers and users that the published thermal capacities accurately reflect the actual unit performance. CTI certification eliminates the additional costs of on-site, individual unit testing, oversizing the equipment or operating cost penalties from deficient equipment.

Materials of Construction:

All steel panels and structural elements of the unit are heavy-gauge G-235 (Z700 metric) galvanized steel. This is the heaviest galvanizing commonly available in the industry, and is the accepted standard for normal cooling tower applications. This standard corrosion protection system will provide reliable protection and long life for most industrial cooling air conditioning and refrigeration applications. The five-year warranty provided on all BAC evaporative cooling equipment is the most comprehensive fan motor and mechanical equipment warranty available in the industry. Included in the five-year warranty are the mechanical equipment support, fan(s), fan shaft(s), bearings, sheaves, and fan motor(s).

Wet Deck Material:

The patented BAC Wet Deck and eliminators used in the unit have been engineered to provide a maximum air/water contact and low air pressure drop to ensure efficient heat transfer with minimum fan power requirements. The wet deck surface and eliminators are constructed from serpentine Polyvinyl Chloride (PVC). The wet deck surface is impervious to rot, decay, fungus, or biological attack and have a flame spread rating of 5 per ASTM Standard E-84-77a. The eliminators are designed to effectively strip entrained moisture from the leaving airstream.

Drift Eliminators:

Drift eliminators will be constructed of polyvinyl chloride (PVC), and will be removable in easily handled sections. They will impart three distinct changes in air direction to effectively strip entrained moisture from the leaving airstream with minimum air resistance.

Unit Anchorage:

When supported as recommended, the unit has anchorage to resist wind loads up to 30 psf (146.6 kg/m²) acting on the full vertical projected area with 16 psf (78.1 kg/m²) acting simultaneously on the full horizontal projected area or seismic forces of 112% of the operating weight acting in the horizontal direction, and 14% of the operating weight acting in the vertical direction applied at the center of gravity.

Independent Cell Operation:

The unit will be split with a watertight baffle. Included will be an overflow, makeup, drain and suction with strainer.

Water Outlet(s):

The water outlet connection is on the end of the unit to facilitate connection to field piping. Please see the submittal package for the connection type, size and location. Additionally, a large area lift out strainer screen with anti-vortexing hood is included to prevent air entrainment.

Basin Water level Control:

One independent basin water level control assembly per cell will consist of large-diameter polystyrene-filled floats, adjustable linkages, and make-up valves.

Basin Heater(s):

Units exposed to below freezing ambient temperatures require protection to prevent freezing of the basin water when the unit is idle. The heater(s) have been selected to maintain +40°F basin water temperatures offering a simple and inexpensive way of providing such protection. The electric immersion heater(s) is shipped separately in the cold water basin. Some field wiring is required.

Heater Element Material of Construction:

The unit is supplied with copper heater elements.

Basin Heater Control:

The heaters are installed in the basin and are controlled by a remote thermostat with the sensing bulb in the basin. A low-water cutoff switch prevents heater operation unless the heater elements are full submerged. Some field wiring is required.

Extended Lube Line(s):

Bearing lubrication lines will be extended from each bearing to grease fittings located on the face of the unit for ease of access.

Air Intake Option:

Galvanized steel bottom screens will be provided with a 1" X 1" mesh to prevent debris from entering unit. This option also includes lubrication fittings extended to outside of fan section.

External Ladder to top of Unit:

An aluminum ladder is provided with a safety cage to provide access to the top of the unit. The ladder and safety cage meet pertinent OSHA standards.

Ladder Extension(s):

4' Ladder and Cage (if provided) Extension(s) for each Ladder

Baltimore Aircoil Company, Inc.
Cooling Tower Selection Program

Version: B-1.5 NA
 Product data correct as of: March 11, 2014

Project Name: Reppahenrock Regional Jail
 Selection Name: Stafford County
 Project State/Province: Virginia
 Project Country: United States
 Date: March 19, 2014

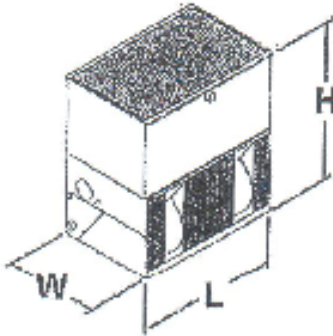
Model Information

Product Line: Series V (VTW/VT1)
 Model: VT1-880 D
 Number of Units: 1
 Fan Type: Standard Fan
 Fan Motor: (2) 30.00 = 60.00 HP/Unit
 Total Standard Fan Power: Full Speed, 60.00 BHP/Unit
 Intake Option: None
 Internal Option: None
 Discharge Option: None
 External Static Pressure: 0.00 in. H₂O

Design Conditions

Flow Rate: 1,800.00 USGPM
 Hot Water Temp.: 95.00 °F
 Cold Water Temp.: 85.00 °F
 Wet Bulb Temp.: 77.00 °F
 Tower Pumping Head: 7.82 psi
 Static Lift: 6.62 psi
 Spray Pressure: 1.00 psi
 Reserve Capability: 0.60%

Thermal performance at design conditions and standard total fan motor power is certified by the Cooling Technology Institute (CTI).



Engineering Data, per Unit

Unit Length: 16' 0.13"
 Unit Width: 11' 10.00"
 Unit Height: 16' 2.13"
 Air Flow: 119,750 CFM
 Approximate Shipping Weight: 14,180 pounds
 Heaviest Section: 7,200 pounds
 Approximate Operating Weight: 25,080 pounds

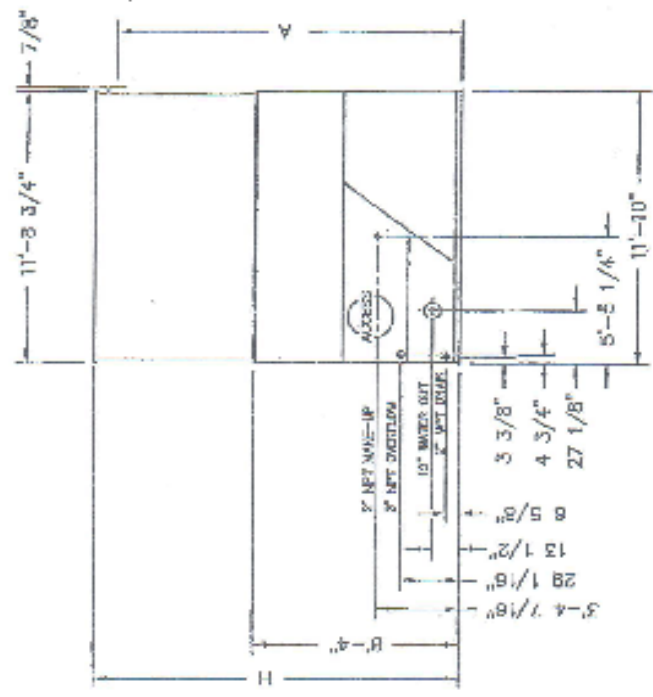
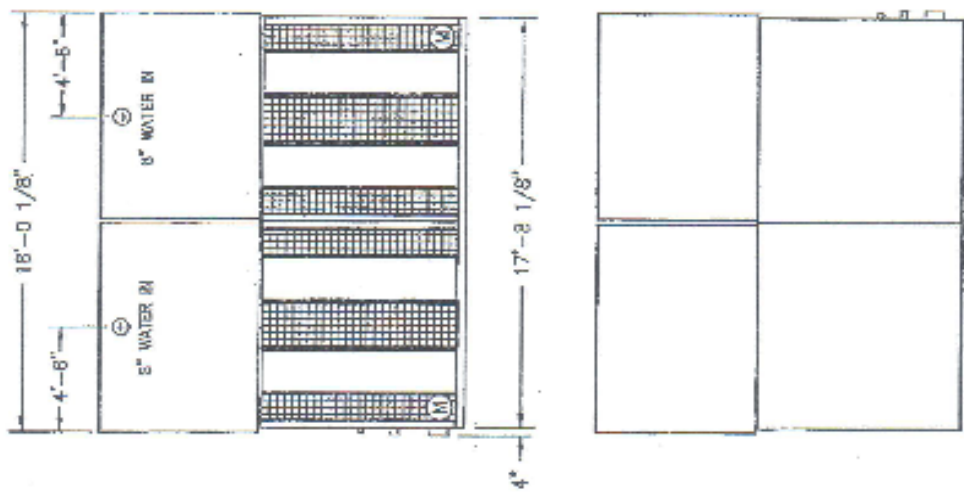
Minimum Distance Required

From Solid Wall: 10.5 ft.
 From 50% Open Wall: 3 ft.

Energy Rating:

34.25 per A/E: IEAE 90.1, ASHRAE 189 and CA Title 24.

Note: These unit dimensions do not account for any options/accessories. Please contact your local BAC sales representative for dimensions of units with options/accessories.



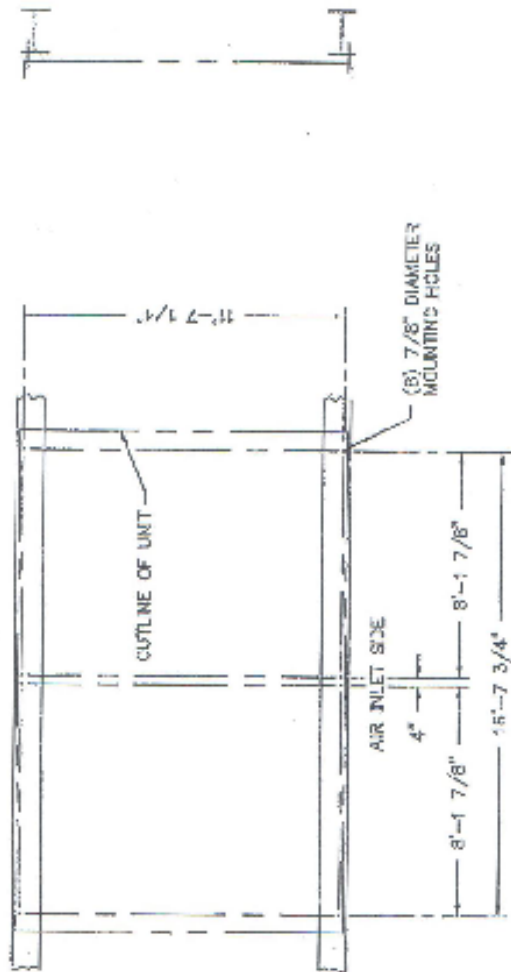
(M) FAN MOTOR LOCATION.

MODEL NO.	APPROX. SHIPPING WEIGHT	APPROX. OPERATING WEIGHT	HEAVIEST SECTION (PAN)	A	H
VT-416-OP	11910	22810	7280	2'-2 7/8"	12'-10 5/8"
VT-476-KP	13080	23980	7240	3'-11 7/8"	14'-3 5/8"
VT-507-OP	13120	24020	7280	3'-11 7/8"	14'-3 3/8"
VT-560-OP	14630	25530	7280	5'-4 5/8"	18'-2 1/8"
VT-600-PP	15010	25910	7660	5'-4 5/8"	18'-2 1/8"

NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES. WEIGHTS ARE IN POUNDS.
2. UNLESS OTHERWISE INDICATED, ALL CONNECTIONS 5 INCHES AND SMALLER ARE MPT AND CONNECTIONS 8 INCHES AND LARGER ARE BEVELLED FOR WELDING AND GROOVED FOR VICTALJIC CONNECTION.
3. FOR SUPPORT REQUIREMENTS, REFER TO THE SUGGESTED STEEL SUPPORT DRAWING.

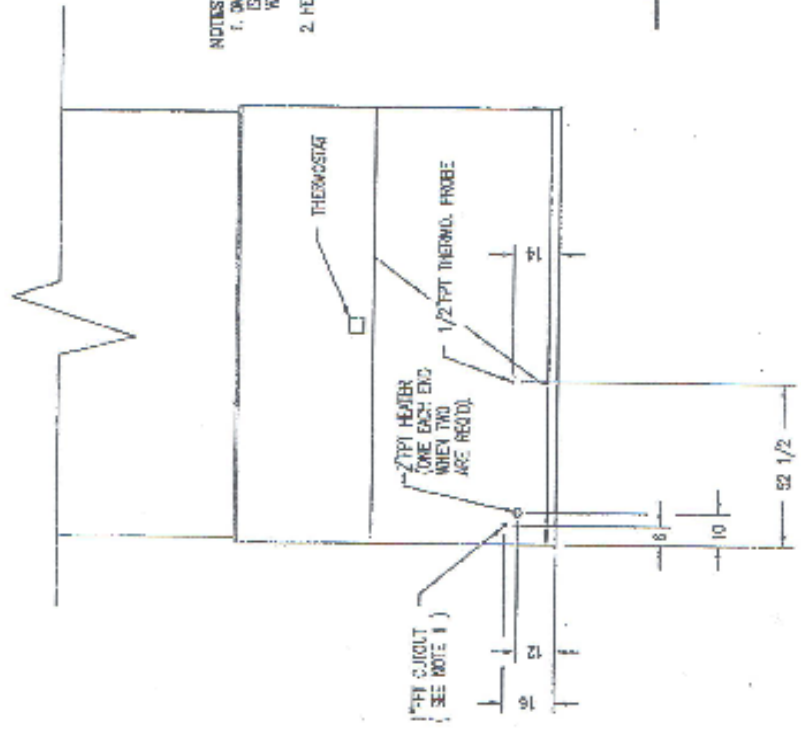
B.A.C. ORDER NO.:	BALTIMORE AIRCOIL COMPANY	COOLING TOWER RH UNIT
DATE:		DRAWING NUMBER BAC-10138 A
		B



MODEL NO.
V71-478-O
V71-478-N
V71-507-O
V71-560-O
V71-600-P
V71-678-NP
V71-607-CP
V71-560-CP
V71-500-PP

- NOTES:
1. THE RECOMMENDED SUPPORT ARRANGEMENT FOR V71 UNITS CONSISTS OF TWO PARALLEL I-BEAMS EXTENDING THE FULL LENGTH OF THE UNIT. SUPPORTS AND ANCHOR BOLTS ARE TO BE DESIGNED AND FURNISHED BY OTHERS.
 2. ALL SUPPORTING BEAMS ARE TO BE FLUSH AND LEVEL AT TOP AND MUST BE ORIENTED RELATIVE TO GAGE LINE AS SHOWN.
 3. RECOMMENDED DESIGN LOADS FOR EACH BEAM SHOULD BE 70% OF THE TOTAL UNIT OPERATING WEIGHT APPLIED AS A UNIFORM LOAD TO EACH BEAM. BEAMS SHOULD BE IN ACCORDANCE WITH STANDARD STRUCTURAL PRACTICE. THE MAXIMUM ALLOWABLE DEFLECTION OF BEAMS UNDER THE UNIT SHALL BE 1/2 OF AN INCH.
 4. ALL MOUNTING HOLES ARE 7/8 INCH DIAMETER AT THE LOCATIONS SHOWN.
 5. IF VIBRATION ISOLATORS ARE USED, A RAIL OR CRANSEL MUST BE PROVIDED BETWEEN THE UNIT AND THE ISOLATORS TO PROVIDE CONTINUOUS UNIT SUPPORT. ADDITIONALLY, THE SUPPORT BEAMS MUST BE DESIGNED TO ACCOMMODATE THE OVERALL LENGTH AND MOUNTING HOLE LOCATION OF THE ISOLATORS WHICH MAY DIFFER FROM THOSE OF THE UNIT. REFER TO VIBRATION ISOLATOR DRAWINGS FOR THIS DATA.

B.A.C. ORDER NO:	BALTIMORE AIRCOIL COMPANY	SUGGESTED STEEL SUPPORT COOLING TOWER DRAWING NUMBER BAC-10076 A	A
DATE: / /			



NOTES:
 1. ON THE 1" PT CIRCUIT LOCATION WHEN AN ELECTRIC WATER LEVEL CONTROL PACKAGE IS USED, THE LOW WATER CIRCUIT WILL BE PERFORMED AS PART OF THE ELECTRIC WATER LEVEL CONTROL PACKAGE.
 2. HEATERS: _____ VOLTS _____ PHASE _____ 1/2" AMBIENT TEMPERATURE.

MODEL NO.	TOTAL HEATER (kW)	
	U	-2U
VT1-275-P THRU VT1-415-R	(1) 8	(1) 10
VT1-415-O THRU VT1-600-F	(1) 12	(2) 7.5
VT1-550-P THRU VT1-830-R	(2) 8	(3) 10

PIPING CONNECTION END.
 RIGHT HAND UNIT SHOWN.
 LEFT HAND UNIT MIRROR IMAGE.

B.A.C. ORDER NO: _____ DATE: _____

 **BALTIMORE AIRCOIL COMPANY**

COOLING TOWER
ELECTRIC HEATER PACKAGE

DRAWING NUMBER:
BAC-10808A

a

**RAPPAHANNOCK REGIONAL JAIL
ITB No. 2015-Cooling Tower Replacement**

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_____

Return this page

**Rappahannock Regional Jail
ITB No. 2015-Cooling Tower Replacement
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 Identification such	State Corporation Commission Number (or a statement as to why Number is not required)

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

Return this page