



**COUNTY OF FLUVANNA, VIRGINIA**

**Request for Proposals (RFP) #2023-03**

**As-Needed Water and Wastewater Operators and Management for Fluvanna County Public Works  
– Utilities Division and Fork Union Sanitary District**

**Issue Date: November 21, 2023**

**Due Date: December 19, 2023 at 2 p.m. local time**

**Procurement Contact:**

County of Fluvanna  
Steven McVey, Purchasing Officer  
132 Main Street  
P.O. Box 540  
Palmyra, VA 22963  
Ph: (434) 591-1937  
Email: [smcvey@fluvannacounty.org](mailto:smcvey@fluvannacounty.org)

**Issuing Department Contact:**

Fluvanna County  
Attn: Robert Popowicz,  
Director of Public Utilities  
160 Commons Blvd Palmyra, VA 22963  
Ph: (434) 591-1925  
Email: [rpopowicz@fluvannacounty.org](mailto:rpopowicz@fluvannacounty.org)

**All sealed proposals shall be turned in no later 2:00 p.m. local time, December 19, 2023. All Proposals that are delivered via mail or are hand delivered must be addressed to the “Procurement Contact” listed above. Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.**

Proposal documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 2<sup>nd</sup> floor, Palmyra, VA 22963 or by clicking on the following link: <https://www.fluvannacounty.org/rfps>.

**1. PURPOSE AND BACKGROUND**

- A. Fluvanna County, a political subdivision of the Commonwealth of Virginia (the “County”) and the Fluvanna County Board of Supervisors (the “Board”) is issuing this Request for Proposal (“RFP”) to establish a term contract with an Offeror(s) (also interchangeably referred to herein as “Contractor(s)”) to provide for as-needed water operator and wastewater operator services for the County’s water and wastewater systems and for the Fork Union Sanitary District’s (“FUSD”) water systems (collectively the “Systems”, and as used herein System includes future systems and extensions of Systems of the County or FUSD) and as needed related services for the Systems and operation thereof, as hereinafter more specifically defined.
- B. The County requires back-up and additional water operator(s) and wastewater operator(s) and related services for Systems from time to time as needed. The County currently has full-time employees in positions as operators, however the County desires to have coverage when existing personnel is on vacation, sick or otherwise unable to perform the duties of their position, in cases of emergency, and in cases where operators employed by the County need additional assistance. In addition, the County anticipates it may put into service in the future additional systems or extensions to Systems adding capacity which would impact on System operations and potentially create the need for additional water operator, wastewater operator or related services. The County desires to purchase certain on-call and as-needed task-based water

operator and wastewater operator services and related services as more specifically set out in this RFP to assist the Fluvanna County Public Utilities Department and the Fork Union Sanitary District (“FUSD”) in operation of its Systems and with associated maintenance, repair, administrative matters, reporting, monitoring and related matters associated with wastewater, well, groundwater, and other water-related and wastewater-related systems owned, maintained, administered, and/or operated by the County and FUSD to meet obligations of the Virginia Department of Environmental Quality, Applicable Law (as defined in Section 3 below), and County policies as more specifically set forth in this RFP (collectively referred to interchangeably as the “As-Needed Services” or the “Services”). Without limitation, the County anticipates some As-Needed Services may be term services and other may involve distinct assistance for a specified project or purpose.

- C. It is imperative the Systems be operational and thus the County desires the Systems be operated and maintained in accordance with the requirements of this RFP, the County’s Utility Standards Manual, and Applicable Law (as defined herein).

## **2. GENERAL INFORMATION**

- A. Fluvanna County is centrally located in the heart of Virginia, 120 miles south of Washington, D.C., 60 miles west of Richmond, VA, and 25 miles southeast of Charlottesville, VA. The County encompasses a land area of 282 square miles and is bound by interstate 64 to the north and by the James River to the south. As of July 2021, the County had an estimated population of 27,723.
- B. Currently, the County and/or FUSD operate the following Systems: (i) the Palmyra Sewer System; (ii) the Zion Crossroads Water and Sewer System; (iii) Fluvanna County Courthouse Water System; (iv) FUSD water system; (v) Fluvanna County Public Schools Sewer Systems at Central Elementary and Carysbrook Elementary.

## **3. STATEMENT OF WORK**

### **A. General Requirements for Services**

- i. The County desires to purchase certain As-Needed Services for the County’s Systems as more specifically set out in RFP. The County requires a 48-hour or less response time for any As-Needed Services deemed by the County to be an emergency. The County requests Proposals from experienced qualified responsible firms for the Services as more specifically set forth herein and consistent with Applicable Law.
- ii. “Applicable Law(s)” means all applicable Federal, Commonwealth of Virginia or local laws, ordinances, statutes, rules, regulations, standards, or similar criteria, including without limitation the regulations of the Waterworks and Wastewater Works Operators Licensing Regulations, 18 Va. Admin. Code § 160-10-30 et. seq., the Waterworks Regulations 12 Va. Admin. Code § 5-590-10, Chapter 9 Fork Union Sanitary District of the Fluvanna County Code and Chapter 21 Water and Sewage Disposal of the Fluvanna County Code.
- iii. Any resulting Contract shall be for an initial term of one (1) year, with four (4) additional 1-year renewal terms exercisable in the County’s sole discretion. Such annual renewals shall be exercised automatically by the County without notice to the Contractor annually at each contract-year anniversary. The County may elect not to renew at any time for the next renewal year by providing notice to the Contractor prior to the start of such renewal of its intent not to renew. The initial term and all renewals exercised by the County are referred to herein collectively as the “**Term**”.
- iv. Offer agrees that COVID-19 is not a force majeure or similar excuse for any default by or delay of Offer as Contractor under a resulting Contract.

### **B. The Services – Description**

- i. Any requested As-Needed Services for the Systems as documented in a written task Order shall be performed and all required documentation and reports related thereto provided to the County in strict compliance with this RFP, any resulting Contract, the Offeror’s Proposal, and the General Terms (as defined herein) to the sole satisfaction of the County.

- ii. During any resulting Contract Term, the Contractor shall provide all appropriate services, labor, materials, items, equipment and personnel to for all As-Needed Services requested by the County for the Systems. Offeror shall be prepared to and required to properly address any requirements of such As-Needed Services in strict conformance with Applicable Law, up to standards as would pass in the industry without exception, and consistent with the objectives valued by the County as set forth herein and in the resulting Contract.
- iii. Offeror shall maintain proper reports/logs for any As-Needed Services as required by the resulting Contract, and Task Order, and Applicable Law; and any such logs or reports shall be provided to the County upon completion of such log or report and also at any time upon request by the County.
- iv. Services shall be provided by the Contractor on an hourly basis and paid based on rates submitted by the Offeror on the required **Rate Schedule Form attached hereto as Exhibit 1**, and on the terms set forth herein or in any resulting Contract.

**C. Task Orders for As-Needed Services**

- i. **County Initiates Request:** Upon request of the County, the Contractors shall provide any As-Needed Services including such water operators and wastewater operators or administrative services as requested by the County from time to time at the dates and time so specified by the County in such Task Order; and such Services shall meet or exceed all requirements set forth in this RFP, the resulting Contract, the relevant Task Order and associated quote, Applicable Law and the County's General Terms, as defined herein.
- ii. **Task Orders Generally:** Whenever, practicable, the County intends to provide the Contractor with at least one (1) day advance notice of its need for specific As-Needed Services under the resulting Contract by submitting a written Task Order to the Contractor. The Contractor understands that the County from time to time may need Services upon little to no advance notice in emergencies such as when a County employee is sick or otherwise unavailable. The County will request any As-Needed Services by submitting a written (e-mail shall be acceptable) Task Order to the Contractor. The Contractor shall provide the County with an estimate for cost of the specific As-Needed Services in the Task Order based on the type of individual performing the Services and the estimated time such Services will take to complete. The County and the Contractor may agree to a not-to-exceed fee for Services if so set forth in the Task Order. A Task Order shall be valid only if both the task order and estimate from the Contractor are approved by the County Administrator or the Director of Public Utilities. In emergency circumstances, the aforementioned persons may verbally request Services on a Task Order and may verbally waive the estimate, but such shall be reaffirmed by written Task Order issued by the County as soon as practicable.
- iii. **Task Order Response:** By submitting its proposal, the Offeror the Offeror agrees to perform the As-Needed Services for the County as requested, except if the Contractor cannot reasonably and for good cause shown perform the services requested in a Task Order then the Contractor will be required to provide notice to the County as soon as practicable, but in any event within 24 hours of the request.
- iv. **Regular Time:** Except as specifically approved in writing by the County in a Task Order all Services must be performed at regular rates. The Contractor may only perform Services during Overtime, Holiday, or other non-regular Rates (collectively "Overtime Rates") only if such Overtime Rates are disclosed in the Rate Schedule Form submitted by the Offeror and only if such Overtime is specifically approved by the County in writing in the Task Order; or on the case of an emergency, the County may verbally approve Overtime rates, but such shall as soon as practicable thereafter be documented in a written Task Order of the County and such Overtime rates are only approved to the extent necessary to address the emergency. Any Overtime work

performed without such approval of the County shall be billed to the County at regular rates.

- v. **Work may be Cancelled Before Commencement:** Under any resulting Contract, the Contractor may only charge the County for Services actually rendered. If the County cancels/terminates any Services on a Task Order prior to the Contractor performing such Services, then no amounts related thereto shall be due or owing by the County.
  - vi. **Availability:** Under any resulting Contract, the Contractor agrees that it will try to have providers for the Services including water operators, wastewater operators, technicians and administrative persons available for performing the as-needed Services (7) days a week 24-hours a day as needed by the County. The Services for a Task Order based on the circumstances set forth in the Task Order may either be a general in nature, or a specific service requested because of a known event or for a specific purpose.
  - vii. **Coordination:** The Services require that the Contractor communicate in advance and coordinate with the County and each affected department and office thereof, on the performance of the Services and the dates and times such are to be performed pursuant to the Task Order.
- D. **OTHER REQUIREMENTS:** In performing any Services under any Task Order the Contractor further agrees that:
- i. Contractor shall furnish all the persons, labor, and services necessary for the Services needed by the County. Contractor understands that the County will provide testing reagents or kits and other materials for the Work only if explicitly indicated in the Task Order;
  - ii. Contractor shall respond to emergency requests for as-needed Services within four (4) hours and shall respond to routine requests within one (1) day. An emergency shall exist when so determined by the County in its sole discretion;
  - iii. Except as otherwise specifically set forth in the Task Order after acceptance by the County of the proposal for the Task Order, the Contractor shall begin work within seven (7) business days of the County's issuance of Task Order for As-Needed Services or in cases of emergency work must begin within twenty-four (24) hours.
  - iv. Contractor shall assure that all employees who will be performing the Services receive any required training necessary to perform the work and, if applicable, have any licensures, certifications or other prerequisite. The County reserves the right to review any Contractor training, licensure, or certification documentation upon request; and
  - v. If the County requires specific to its Systems that the Contractor attend any trainings or specific educational event, such shall be documented in a Task Order and the time for attendance at such County-required training shall be billed as set forth in such Task Order.
  - vi. **Task Orders:** In addition to the requirements relating to Task Orders for Services set out *supra* in this Contract, the following additional provisions shall apply to each Task Order:
- E. **Written Task Order Requirements:** Task Orders issued under any resulting Contract shall be in writing and must be issued by the County for any As-Needed Services:
- i. Each County Task Order must be in writing and include the either: (i) specific hours to be worked (by start and end time); or, alternatively, (ii) if the Services are to perform specific work on a County System and not for general coverage or other general matters, then set out the agreed upon timeframe to complete specified tasks and the total cost based on the County accepted estimate (may be stated as a "not to exceed" dollar amount);
  - ii. The Contractor shall provide the County with a proposal of the promulgated As-Needed Services work and receive written approval before initiating any work (each a "Task Order"). At a minimum, the Contractor's proposal shall include the estimated number of labor hours needed and the materials required for the work and if the County is required to provide any materials. All materials shall be provided by the Contractor

to the County at cost without mark-up of any kind. The County may require a not-to-exceed total cost of As-Needed Services for any Task Order.

- iii. Each Task Order shall include a report time and location;
- iv. Each Task Order shall include the type of operator or services required and the Contractor may not charge for a higher-class level than requested by the County in such Task Order except if specifically agreed to by the County;
  - v. In the event a class level is omitted from a Task Order for water operator or wastewater operator, it shall be a request for a "Class 3" level operator unless a high Class is required by Applicable Law;
- vi. The Task Order must be approved signed by an authorized representative of the County to be valid and binding on the County; and
- vii. The Contractor shall have no claim for compensation greater than the approved amount in the Task Order if the Task Order sets forth a not-to-exceed amount.

**F. Contractor Minimum Performance Responsibilities for Services and Task Orders:** At a minimum, the Contractor should meet the following performance standards and requirements in providing the Services:

- i. The Contractor shall be solely responsible for obtaining any necessary permits to perform any particular task related to any Services at the Contractor's sole cost and expense.
- ii. All Services, and equipment, materials and installation work related thereto provided shall conform to Applicable Law, including without limitation the Virginia Uniform Statewide Building Codes.
- iii. Time charged to a task shall ONLY be for the actual time spent on the job. Travel time, break time, lunch, administrative and overhead costs shall not be billable for any task and included within the Contractor's hourly rate; except as specifically set out in this subsection (F). Notwithstanding the foregoing, ONLY if specifically set forth in the Rate Schedule Form and Proposal, a Contractor may charge for actual travel time to the County site for As-Needed Services ONLY up to a not to exceed travel time of **no more than** the distance from their main office location disclosed in the Proposal at the mileage rates disclosed in the Rate Schedule Form. This is intended as a limit on travel time only, and nothing herein allows the Contractor to charge the County for anything more than the actual travel time. No travel time may be charged for Inspection Services which are invoiced at a flat rate and such flat rate includes travel and all other administrative, overhead, and other costs of any kind.
- iv. Invoices for materials provided by the Contractor shall be solely limited to the actual invoice cost for the materials or equipment provided by the Contractor and used for the task. The Contractor is prohibited to add or bill the County with any overages, up-charges or cost-plus charges for any material or equipment. The costs of consumable materials used to complete the work shall be included in the contract labor rates. All costs shall be included in the Task Order and receipts showing vendor purchased, date, description and cost are required for material reimbursement. For multi-day projects, the County requests that a daily log be submitted which includes details concerning the completed work, labor, materials and costs.
- v. The Contractor shall provide a clear and legible copy of an invoice showing all work performed on any Task Order, indicating the time or arrival and departure at the County facility for each employee performing services, including copies of any material or equipment invoices that denote the Contractor's cost. The Contractor shall contact the County's representative at the completion of work in order to verify the time allotted to the Task Order service.
- vi. Contractor(s) shall report any safety concerns, near misses, accidents and injuries related to the work area to the County immediately.
- vii. Contractor(s) shall warrant replace or repair any defective labor, product, materials, installation or Services for a minimum of at least one (1) year from County's acceptance of any services hereunder, work or services at no additional cost. County

shall be deemed to have accepted services hereunder only after receipt of a proper and detailed invoice from Contractor for such services and payment by the County to Contractor in full on such invoice.

- viii. The Contractor shall transfer and assign to the County any and all warranties or similar guarantees for any materials or products provided by Contractor to the County hereunder.
- ix. **The As-Needed Services must be billed according to the Rate Schedule Form submitted by the Offeror with its Proposal.** If Overtime rates are higher than regular rates, then such must be disclosed in the Rate Schedule Form. If any work is to be performed on any Task Order at Overtime rates such must be specifically disclosed in the Task Order and approved in writing by the County. Contractor must bill in increments according to its standard policy, except that increments must be of ¼ hour or less.
- x. The Contractor will designate a Project Manager who will be Key Personnel as defined in the County's General Terms. The project Manager shall be the day-to-day contact point for the County related to Task Orders and Services and performance of the Services generally.
- xi. The Contractor shall provide comprehensive written reports of Services and dates performed. Work required, if any, to bring Systems into conformance with prudent standard of safety shall be noted in writing in such reports.
- xii. All of the equipment, materials or replacements provided by the Contractor as part of the Services are owned by the County; and all manufacturers' warranties shall be assigned to the County. The Services on the Project must be furnished by Contractor in a good and workmanlike manner using the highest quality new materials and so as to pass without exception in the industry. The Services must be installed and provided in compliance with Applicable Law, and as otherwise required by this Contract.

**G. Time is of the Essence.** Contractor acknowledges that time is of the essence in regard to all dates for performance of all or any portion of the Services under the resulting Contract or any Task Order.

**H. Safety.** Contractor shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Contractors, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Contractor agrees to act in accordance with the rules and regulations administered by Applicable Law, including and without limitation, federal law, CDC and the Virginia Department of Health guidance related to COVID-19 and OSHA. Contractor shall be solely responsible and liable for any penalties, fines, or fees incurred.

**I. Responsibilities Of Contractor.**

- i. At its own expense, the Offeror shall: (i) Obtain all necessary licenses and permits; and (ii) Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of its (including its officers, employees, agents, directors, representatives, or other party in its control or under its supervision) act, omission, fault or negligence. This is in addition to, and not intended to limit, any similar provisions of the County's General Terms (as defined herein).
- ii. The Offeror will be responsible for 100% of repair or replacement cost for damages to County real or personal property, including the Systems, caused by its officers, employees, subcontractors, agents, representatives, directors or other persons under its control or supervision. This is in addition to, and not intended to limit, any similar provisions of the County's General Terms (as defined herein).

**4. Task Order Number 1 – Sampling Services:** The County anticipates including in the Contract Task Order Number 1 – Sampling Services for the following As-Needed Services which would begin on a date specified in the Contract (anticipated to begin on the commencement date of the Contract) and continue throughout the Term unless and until terminated by the County at any time upon written notice to the Contractor. Contractor shall provide the County with sampling Services for the Systems (the

“Sampling Services”). If and as needed, this Task includes the Contractor’s travel time to deliver the samples to the lab when lab work is sensitive to timing and the Contractor leaves directly from the job site to go to the lab insure proper lab outcomes. The Sampling Services shall be performed only on weekdays, during the hours of 8 a.m. until 5 p.m. and at straight time rates, unless Contractor has prior written approval from the County to work at other hours. To clarify, the operators are to work only as needed to perform the required Sampling Services. Contractor may only bill for the time actually worked as more specifically set forth herein. Operators shall check in/out each day worked with Robert Popowicz (by phone or in person). Operators shall either report directly to the Work Site. Any person reporting under this Task Order 1 for the first time, shall report to Fork Union Sanitary District, 15704 West River Road, Fork Union, VA and meet with Robert Popowicz, at a mutually agreeable time. If and while specifically authorized and approved by DEQ and if permitted under Applicable Law, the class 4 water operator may perform services one (1) day a week and water operator trainees may perform services the other two (2) days a week. A week as used herein means Sunday to Saturday. The Contractor will provide service to the County for the applicable testing and sampling and related reporting for the Systems in accordance with Applicable Law including without limitation meeting the specific VDH requirements for sampling and testing set forth in **Exhibit 2**. Current Sampling Schedules are attached hereto as **Exhibit 3** which schedules are subject to change from time to time upon notice to Contractor.

A. If such services are performed by a Trainee, then the County will be billed at the lower trainee rate (standard rates); and if such services are performed by a Class 4 Operator the rates will be the higher class 4 water operator rates (standard rates). Notwithstanding the foregoing, the Contractor may only charge for actual time worked. Driving time from various Work Sites during the work day and time spent preparing administrative reports related to the County’s water systems and reporting to government agencies so as DEQ for the County’s benefit shall count as billable time worked.

**B. With its Proposal the Offeror shall submit a quote in response to this request for Task Order Number 1 -Sampling Services with an estimate of costs and time worked.**

5. **Payment:** The following terms apply to payments under this Contract:

A. The County shall pay the Contractor for all as-needed Services set out in a Task Order based on the standard rates set forth in the Rate Schedule attached by the Offeror except as modified by any resulting Contract. Notwithstanding the foregoing, any work under the Contract to be completed at Overtime Rates must be specifically approved in advance by the County in the applicable Task Order signed by the County. Unless specifically indicated otherwise in a Task Order, it is understood that all Services under this Contract are to be completed during regular business hours. Any Overtime work not approved by the County in the Task Order in advance with specific reference shall be billed to the County at the standard rates.

B. Any materials, parts, or other reimbursable items for the Services shall be invoiced at cost without mark-up of any kind.

C. Any payments shall be made in accordance with Section 47 “Payment” of the General Terms, defined below in Section 8, and in no event shall Contractor be paid prior to the Completion Date of the applicable Task Order. The date that all Services and work related to or necessary for completion of any Services under any one Task Order is completed, installed, operational and in full compliance with this Contract, to the reasonable satisfaction of the County is the “**Completion Date**”.

D. Notwithstanding any of the foregoing, the cost of any Services under a Task Order shall not exceed any not to exceed amount set out in such Task Order except as approved by the County in writing. The Contractor agrees to complete the Services under any Task Order with a not to exceed cost for the not to exceed amount set out therein.

E. Contractor cannot charge for administrative costs (this is Contractor’s general office administration), copies, printing, travel time (except as explicitly authorized by the County in a Task Order), lunch or other non-working time. Driving time from various Work Sites during the work day and time spent preparing administrative reports related to the County’s water systems and reporting to government agencies on the County’s behalf such as DEQ for the County’s benefit shall count as billable time worked. The Contractor can charge for driving

time to the County Work Site only if (i) it is disclosed in the Task Order; (ii) such Task Order specifically describes the location from which the person will be driving to the County location; (iii) the Contractor may only charge for the lesser of any maximum charge for driving time set forth in the Task order or the actual driving time as billed as time worked to the County; and (iv) all such charges must be reasonable.

- F. Invoices shall be provided monthly by the Contractor to the County in arrears throughout the Term. The Contractor will be paid within forty-five (45) days of receipt of a proper invoice following inspection and acceptance of all Services on the Task Order or for that period by the County in its sole discretion. The hourly rates include all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.
- G. Contractor agrees to track the hours it actually works to complete the Services and only invoice the County for hours actually worked up to any not to exceed amounts contained in any Task Order.

## 6. PROPOSAL FORMAT

- A. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate.
- B. **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, a general understanding of the financing, an overview of the history and qualifications of the firm.
- C. **Overview** – The purpose of this section is to provide the County with an overview of the history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign if selected. At a minimum, the proposal should:
  - a. Designate a Project/Account Manager and indicate office location.
  - b. Include the organization chart, functional discipline, and responsibilities of team members.
  - c. Project Full Specifications - Please provide full specifications and features of the services offered and a summary of the firm's approach to the Services. The Offeror should discuss in detail the proposed management and project approach for performing any project awarded during the term of the Contract.
  - d. Demonstrated History of Successful Projects - Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with the County and their agents. The personnel named in the proposal shall remain assigned to the project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to the County. No replacement may be made without submission of a resume of the proposed replacement for approval by the County.
  - e. Proposed Sub-Consultants - The Contractor shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-contractors shall be provided. By proposing such firm(s) or individuals, the Contractor assumes full liability for the sub-consultant's performance. The Contractor shall state the amount of previous work experience with the sub-consultant(s).
  - f. Addenda: Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.
  - g. Any information thought to be relevant, should be provided as an appendix to the Proposal of the Offeror to this RFP. If publications are supplied by the Offeror to respond to a requirement, the response should include reference to the document



number and page number. Bids not providing this reference may be considered to have no reference material included in the additional documents.

- h. **Representative Projects:** This section of the Offeror's Proposal should list and describe representative clients currently served by Offeror, and especially projects for other Virginia agencies, localities, and public bodies. Include a project name and location, brief description of the project, description of the scope of services provided, and principal contact person. The Offeror must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body such as a Virginia County or City.
  - i. **References:** Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably 5 those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.
- D. **Forms:** All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
- i. Certificate of No Collusion
  - ii. Offeror Statement
  - iii. Proof of Authority to Transact Business in Virginia
  - iv. Offeror Data Sheet
  - v. Rate Schedule Form
- E. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- F. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. If necessary, the County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- G. **Incurred Expenses:** The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County as a result of cancellation of this RFP or failure to be awarded a contract under this RFP.
- H. **Ownership of Proposals:** Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.

## 7. SUBMITTAL INSTRUCTIONS

- A. **RFP Questions:** Address questions concerning this RFP to the Procurement Contact listed on page 1 of this RFP. Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted after December 4, 2023 at 2:00pm.
- B. **Each Offeror must submit one (1) original hard copy, 3 copies, and one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick.**
- C. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- D. All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.

- E. Offers shall be prepared simply and economically, providing a straight forward, concise description of firm’s capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- F. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP.
- G. **Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.**
- H. Cost will be considered in evaluating the Proposals.

**8. EVALUATION CRITERIA**

- A. All Proposals received shall be evaluated based upon the evaluation criteria listed below.
  - a. Costs and Hourly Rates **25 pts**
  - b. Qualifications of Firm / Experience **30 pts**
  - c. Representative Projects and Project Approach **10 pts**
  - d. Proximity and Availability to the County **20 pts**
  - e. References and Successful Projects **15 pts**
- B. The County may arrange for discussions with Offerors submitting Proposals for the purpose of obtaining additional information or clarification if needed.
- C. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- D. The County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County, the County reserves the right to reject the Proposal.
- E. The County reserves the right to have any consultant(s) of its choosing serve on the evaluation committee or advise the evaluation committee with respect to responses to this RFP and information will be shared with any such consultant(s).

**9. AWARD OF CONTRACT**

The award(s) shall be based on the Offeror(s)' ability to meet all RFP requirements and the right is reserved to make the award to other than the lowest priced Offeror when it is in the best interest of the County and consistent with the Virginia Procurement Act, the County’s Code, the County’s Procurement Policies and Procedures and other applicable law. The provisions set forth herein are for contractual goods/services rendered to the County of Fluvanna, Virginia and this solicitation in done under Virginia Code Section 2.2-4302.2(A)(3) as a competitive negotiation for goods and/or nonprofessional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror(s) which, in its opinion, have made the best proposals and provides the best values, and shall award the contract to those offeror(s).

The County’s General Terms, Conditions, and Instructions to Bidders and Contractors (the “General Terms”) are attached hereto and incorporated herein by reference as Appendix I. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County’s General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).

Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the services identified herein. The Services described herein relate to multiple tasks and a Task Order shall be issued for each Services task. A Task Order shall include such services as the County deems properly grouped together. The County may choose not to award

a contract under the RFP; and in addition the County may choose not to award a Task Order for any individual Task Order for any or all of the Services described herein.

If award is made to multiple contractors, then the following provisions will be in each such Contract. Whenever possible, the County will seek written estimates from each contractor under contract issued pursuant to this RFP and the County will award the Task to the responsive and responsible contractor able to complete the task for the lowest estimated price. A contractor who does not respond to the request for an estimate within three (3) business days or whose proposal/estimate is not responsive (for example, and without limitation, Contractor does not meet the required schedule for the task) may be deemed not to have provided an estimate to the County for such specific task. In cases of emergency, the County may work with the Contractor who is the quickest to respond and who is able to perform the work on the task.

## Appendix I: GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

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### INTRODUCTION

#### 1. VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:

The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.

#### 2. DEFINITIONS:

The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other

organization to whom an award is made by the County or whom enters into any contract to which the County is a party.

- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
  - f. County Administrator: The Fluvanna County Administrator.
  - g. County Attorney: The Fluvanna County Attorney.
  - h. Purchasing Agent: The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
  - i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions"): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
  - j. His: Any references to "his" shall include his, her, their, or its as appropriate.
  - k. Invitation to Bid (also referred to herein as an "IFB"): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
  - l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
  - m. Request for Proposal (also referred to herein as a "RFP"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
  - n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
  - o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
  - p. State: The Commonwealth of Virginia.
3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases

ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

### **CONDITIONS OF BIDDING**

- 4. COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an Contract to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
- 5. DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors 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. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
- 6. CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
- 7. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

**8. LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
- b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

**9. WITHDRAWAL OF BIDS:**

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
  - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
  - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of

supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.

- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of 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%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for Payment Amount, supply any material or labor to or perform any subcontract or other work Contract 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.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

**10. ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

**11. IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or



Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

- 12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual Contract of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.
- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

**21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
- b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
- c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
- d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

**22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

## **SPECIFICATIONS**

**23. OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes,

A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- 24. BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
- 25. FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- 26. CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

#### **AWARD**

- 27. RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:
- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
  - b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
  - d. The quality of performance of previous Contracts or Services;
  - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
  - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
  - g. The quality, availability and adaptability of the Goods or Services to the particular use required;
  - h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
  - i. The number and scope of the conditions attached to the Bid;
  - j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
  - k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

- 28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES:** The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.
- 29. EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.
- 30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2<sup>nd</sup> Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.
- 31. QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.
- 32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**
- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
  - b. Whenever the lowest responsive and responsible bidder is a resident of any other state 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 responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that

allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.

- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

**33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

### **CONTRACT PROVISIONS**

**34. APPLICABLE LAW AND COURTS:** Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

**35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

**36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

**37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources

available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

**38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

**39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Payment Amount	Amount required by Virginia law	

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' Payment Amount coverage in the amount required by Virginia law.

**40. KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

**41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

**42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:
- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
  - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
  - c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
  - d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
  - e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate Payment Amount in U.S. Dollars.
- 48. SUBCONTRACTORS:** Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
    - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
    - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
  - b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
  - c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
  - d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
  - e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.
- 49. RETAINAGE ON CONSTRUCTION CONTRACTS:** Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.
- 50. SUCCESSORS AND ASSIGNS:** The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.
- 51. DEFAULT:** Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs.



Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

**52. NON-DISCRIMINATION ASSURANCES:** The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: 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. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.
- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

**53. MODIFICATION:**

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

**54. INDEMNIFICATION:** Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the

Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

- 55. DRUG-FREE WORKPLACE:** Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any 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.

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 the VPPA and the County's Procurement Procedures, 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.

- 56. TERMINATION:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
  - b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
  - c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
  - d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

- 57. APPROPRIATIONS:** Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.
- 58. REFERENCES TO VIRGINIA LAW:** Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.
- 59. COOPERATIVE PROCUREMENT:** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.
- 60. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.
- 61. GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
  - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
  - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
  - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
  - e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
  - f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and

g. For any Contract involving Services of any nature, the Contractor further agrees to:

- i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
- ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
- iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
- iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

**62. PRICE REDUCTIONS:** If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

**63. COMPLIANCE WITH IMMIGRATION LAW:** Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**64. VIRGINIA STATE CORPORATION COMMISSION:** Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise

required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

**65. CLAIMS PROCEDURE:**

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) 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. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

**66. NOTICES:** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

## **DELIVERY**

- 67. SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
- 68. RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.
- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra Payment Amount for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.

- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;
  - b. Name of Article and Stock Number;
  - c. Quantity Ordered;
  - d. Quantity Shipped;
  - e. Quantity Back Ordered; and
  - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.
- 76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

**APPENDIX II  
VENDOR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]**



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

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

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

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

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

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

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

Legal Name of Company (as listed on W-9) \_\_\_\_\_  
Legal Name of Offeror/Bidder \_\_\_\_\_  
Date \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Print or Type Name and Title \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]**

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Complete if Bidder is an Entity:**

WITNESS the following duly authorized signature and seal:

Name of Entity: \_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Signature

Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) by \_\_\_\_\_ (Print Name), \_\_\_\_\_ (Print Title) on behalf of \_\_\_\_\_ (Name of Entity).

\_\_\_\_\_  
Notary Public [SEAL]

My commission expires: \_\_\_\_\_  
Notary registration number: \_\_\_\_\_

**Complete if Bidder is a Sole Proprietor:**

Witness the following signature and seal:

\_\_\_\_\_  
Signature (SEAL)

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) by \_\_\_\_\_ (Print Name), a sole proprietor.

\_\_\_\_\_  
Notary Public [SEAL]

My commission expires: \_\_\_\_\_  
Notary registration number: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]**

**OFFEROR STATEMENT**

The undersigned Bidder/Offeror (hereinafter "Bidder") hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If any Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

**Complete if Bidder is an Entity:** WITNESS the following duly authorized signature and seal:

Name of Entity: \_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Signature

Print Name: \_\_\_\_\_ Print  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_(year) by \_\_\_\_\_ (Print Name),  
\_\_\_\_\_(Print Title) on behalf of \_\_\_\_\_ (Name of  
Entity).

\_\_\_\_\_  
Notary Public [SEAL]

My commission expires: \_\_\_\_\_  
Notary registration number: \_\_\_\_\_

**Complete if Bidder is a Sole Proprietor:** Witness the following signature and seal:

\_\_\_\_\_  
Signature (SEAL)

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_(year) by \_\_\_\_\_ (Print Name), a sole proprietor.  
\_\_\_\_\_ [SEAL]

Notary Public

My commission expires: \_\_\_\_\_  
Notary registration number: \_\_\_\_\_

**PLEASE RETURN THIS WITH BID SUBMISSION – [REQUIRED]**