

JAMES CITY COUNTY

REQUEST FOR PROPOSAL #20230675

GROUND MAINTENANCE SERVICES FOR WELLS AND LIFT STATIONS



**THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST
FAITH-BASED ORGANIZATIONS**

November 2022



James City County Purchasing Office
 101-F Mounts Bay Road, Suite 300
 Williamsburg, VA 23185
 Phone: (757) 253-6647
 Fax: (757) 253-6753

Email: Caprice.White@jamescitycountyva.gov

**JAMES CITY COUNTY, VIRGINIA
 SEALED REQUEST FOR PROPOSAL
 20230675**

- Title:** Ground Maintenance for Well and Lift Stations
- Issue Date:** November 30, 2022
- Due Date:** January 10, 2023, no later than 2:00 p.m. local time, at the Purchasing Office located at 101-F Mounts Bay Road, Suite 300, Williamsburg, VA 23185
- Submit:** One (1) Original Proposal Signed Cover Page & Attachments C, D, E, F G and H, submitted electronically to Demand Star
- Inquiries:** All questions pertaining to this project should be directed to Caprice White, Senior Procurement Specialist, no later than 2:00 p.m. on December 27, 2022, in writing by email: Caprice.White@jamescitycountyva.gov. Addendum will be issued by James City County Purchasing.

This public body does not discriminate against faith-based organizations.

In compliance with this Request for Proposal and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this proposal and is authorized to contract on behalf of the firm named below. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION YES () NO ()

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.2 et seq.) is set forth below. (Additional sheet may be added if necessary.)

Offerors should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary.** If Proprietary information is stated, Offerors shall submit **One (1) Original and One (1) Redacted copy (removing any proprietary data or material.** Clearly identify on the Cover Sheet the **“Original” and “Redacted”** copy, as *“Redacted Copy of Original Proposal”* RFP# 20230675

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ **FAX:** _____

Email Address: _____

Federal Tax ID: _____

Print Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Acknowledgement of Addendums: #1 _____ #2 _____

***State Corporation Commission Requirement per the Virginia Public Procurement Act, VPPA:**

§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth. -- A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or proposer organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or proposer that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or proposer is not required to be so authorized.

C. Any bidder or proposer described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this

chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

***Virginia State Corporation Commission (“SCC”) registration information: The undersigned Proposer:**

- is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Proposer in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Proposer’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

SUBMIT ALL PAGES OF COVER SHEET

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**JAMES CITY COUNTY
REQUEST FOR PROPOSALS 20230675
GROUND MAINTENANCE FOR WELL AND LIFT STATIONS**

I. COMPETITION INTENDED:

It is the James City Service Authority's (JCSA) intent that this Request for Proposal (RFP) for Ground Maintenance for Well and Lift Stations encourages competition. It shall be the Offeror's responsibility to advise the James City County, Purchasing Director in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Purchasing Director must receive such notification not later than fifteen (15) days prior to the date set for acceptance of proposals.

James City County will now **only accept** electronic copies of the requested proposal.

To maintain the integrity of the sealed proposal; vendors must sign up and register with Demand Star, (Attachments 1-3, Registration Forms, and instructions) prior to the due date and time specified in the RFP document's including any addenda issued, in order to submit their proposal.

The electronic date/time stamp when submitted to Demand Star with the proposal attachment is considered the delivered due date and time.

James City County personnel will not be able to access the electronic lockbox until after the due date and time specified on the proposal as amended.

Do not send routine correspondence to Demand Star, only the proposal files. Do not send hard copies of the proposals to the Purchasing Office.

1. Bookmark the James City County website page for Active Bids/Request for Proposals, and check back periodically to view active listings, or sign up for the "Notify Me" feature on the County website. You will receive notification via email/text when bids/proposals, addendums, and awards are posted.
2. Interested proposers will be directed to fill out the Registration Form and then the link to view/download/print the proposal documents will open. <http://www.jamescitycountyva.gov/467/Bids-Requests-For-Proposals>. By registering on the website, the proposal documents are available at no cost for download by the bidder.
3. After registering on Demand Star per attachment 1. Locate the proposal document and enter all requested Vendor information. In the blank on the registration form requesting your bid/proposal amount place \$0.00.
4. Once Proposal Documents have been uploaded forms may be electronically sign/scan before upload to Demand Star. If awarded, notarized/original documents shall be required.

The RFP submission shall consist of **the Proposal, signed cover sheet, and the completed Attachments C, D, E, F G, and H.**

II. PURPOSE:

The James City Service Authority (hereinafter referred to as “JCSA”) requires ground maintenance services at 82 individual sites located within James City County. The purpose of this Request for Proposal is to enter into a contract with a qualified firm for the provision of these services. The grounds maintenance services shall include, but will not be limited to, the furnishing of all materials, equipment, labor, site work, erosion control, and land restoration necessary to complete the proposed project in accordance with the following scope of work. The resulting contract from this Request for Proposal shall be for a period of one year with an optional extension of five (5) additional years, one year at a time.

III. DEFINITIONS:

1. The term “Owner” used in this solicitation refers to James City County/James City Service Authority.
2. The terms “Contractor” and “Successful Offeror” refer to the person or firm to whom an award is made to perform the work under the contract.
3. The term “Offeror” means the firm or company submitting a proposal.
4. The term “ Successful Offeror” means the Offeror/Proposer to whom the Owner on the basis of the Owner’s evaluation as herein provided makes an award

IV. LOCATIONS:

- A. Offerors interested in this solicitation must email the following information to caprice.white@jamescitycountyva.gov no later than the close of business at 5:00pm on December 20, 2022:
 1. Certification of employment on the company’s official letterhead
 2. Copy of the Company’s “Virginia Contractors” license and Pesticide License
- B. Once information is received and verified, the Offeror will be provided a link to access the following documents:
 1. Facility Index Listing
 2. Deviation Sheet
 3. Maps

V. STATEMENT OF NEEDS:

A. **Description of Work**

1. The successful offeror shall provide ground maintenance for Eight Two (82) project areas consisting of approximately 1,013,051square feet. All sites will require grass cutting and weed eating. Both shall be performed carefully, so that no damage is done to equipment, landscaping, or ornamental vegetation such as shrubs, bushes, trees, flowers. Additionally, all debris will be disposed of off-site using a legal method.
2. Cutting Schedule: Fourteen (14) cuttings from April 1 through November 1 except as may be noted otherwise. The Contractor will develop a written facility grass cutting schedule and provide a copy to the James City Service Authority. The

Contractor will also submit a monthly invoice and a progress report, as stipulated in section V, C, Communications and Reports section for each of the seven (7) months.

3. Grass shall be cut to a height of 2 inches. The blades of all mowers are to be kept sharp, so grass is cut and not pulled. Round up may be used in select areas to control grass around Lift Stations, however **NO** Roundup or herbicides will be used around well facilities. Roundup will not be used in lieu of trimming around buildings and tress.
4. Clippings shall be blown or swept off all sidewalks, concrete pads, and driveways. Care shall be taken that clippings are not blown onto the sides of fences, tanks, building walls, or under facility entrance doors. Clippings will not be allowed to accumulate over time.
5. All grass cutting will be done during the Owner's normal work hours which are between 7:00am to 3:30pm. No work will be done on holidays or weekends unless approved by the project manager. Sufficient crews **must** be supplied so that each site, can be cut in one (1) day.
6. The contractor is responsible for cutting grass and clearing brush around J CSA facilities for a minimum distance of five (5) feet outside of any fenced area. The contractor will only deviate from the five (5) foot standard for sites listed on the deviation sheet. The successful contractor will be provided with a deviation sheet that illustrates all departures from the normal standard, as previously mentioned.
7. Project areas that have a security fence access gate must be locked by the Contractor after each cutting. The Owner will provide a set of keys to each facility as required. The Contractor shall contact the Owner on the last week of each month to review contract performance.
8. The contractor shall also provide landscape maintenance for (4) four areas as follows:
 - a. W-38 (Kristiansand, #30 on facility index)
 - b. B-27 (Ironbound Booster Facility, #3 on facility index)
 - c. Five Forks Groundwater Treatment Plant (#1 on facility index)
 - d. Tewning Road Complex (#82 on facility index)

These sites will require tree and shrub pruning, weed control, and mulching. Prune trees only to remove dead, disease, broken, dangerous, or crossing branches. Discard all tree trimmings off-site using a legal method. Shrubs shall be pruned only as needed to remove branches that are dead, broken, or extending beyond the face of curbs or sidewalks. They shall also be trimmed to maintain a manicured look. Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed as the weeds emerge. Mulch shall be cared for as needed to create and maintain an even and uniform appearance over the visible soil surface of each planter area. Mulch shall be uniform in color and appearance and free of leaves, sticks, or trash. When replacing existing mulch, use a product that is similar in appearance to that already at the site.

9. The BMP at the Five Forks Groundwater Treatment Plant (#2 on facility index) requires mowing once a month. Unless otherwise designated grounds will be cleared to include a minimum of 5 feet outside the BMP fence area. Vegetation will be cleared to a height of three (3) INCHES, OR LESS. Discard all clippings, cuttings, and dead or broken branches off-site using a legal method.

B. Chemical, Herbicides and Pesticides

1. All chemicals shall be used in accordance with manufacturer's instructions, applicable regulations, and recommended handling methods. Registered chemicals shall be used only on the advice of a qualified, licensed if required, pest control advisor. Nothing in this solicitation shall be construed to be the advice of, or the substitute for the advice of, a pest control adviser.
2. The contractor shall take precautions to keep persons away from pesticide and herbicide treated areas until the applied material is fully dry and the treated area is safe for entry. Follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.

C. Communications and Reports

1. After completion of each month's services, the Contractor is to email a listing which shows the facilities that have been serviced. The report will demonstrate that both cuttings for the month were done, and what additional services were accomplished. It should also give comment to any deficiencies noted while at the facilities.
2. The contractor is encouraged to ask questions, rather than make assumptions,
3. As landscape matures, some of the maintenance procedures will be eliminated and others may have to be added. For example, as the shrubs mature, they will require less fertilizer. Regular communication will eliminate most surprises to the owner of changing maintenance costs, which will vary as the landscape grows. Remember, all changes to these specifications must be approved in writing by the owner's authorized representative.
4. The contractor shall provide the owner's authorized representative with the name and phone number of the contractor's representative for this contractor. The contractor's representative shall be a person in the employment of the contractor who is familiar with, and regularly updated on, all the contractor's activities at the selected facilities.

VI. OFFEROR'S QUALIFICATIONS:

- A. Offerors shall have been regularly engaged in providing grounds maintenance services for a period of at least three (3) years. Potential offerors must complete *Attachment C, Equipment Listing* with their proposal submission; ***the Purchasing Director or designee will be the sole judge as to whether the contractors have the necessary equipment to complete the project.*** Along with the proposal, the offeror will furnish written references to include, name, phone number, and email addresses from projects of similar size and scope.
- B. Offerors shall hold a Virginia Contractors license and provide a copy of their Pesticide License. Any subcontractors employed by the offeror shall also meet the same requirements. Due to security concerns, no portion of this work shall be subcontracted without prior consent of the Owner... Should the offeror be permitted to use a subcontractor, the offeror shall remain fully liable and responsible of the work done by the subcontractor and shall assure compliance with all requirements of the contract
- C. The selection process may require the offeror to conduct a presentation and product demonstration to James City Service Authority before contract award. The product demonstration shall prove that the products and services offered meet JCSC specifications. The offeror shall also demonstrate an understanding of the requirements of the contract and the capability of performing the work to the satisfaction of JCSA.

VII. QUESTIONS:

Offerors are encouraged to carefully examine the RFP for discrepancies, errors, omissions, or ambiguities. Any questions concerning the requirements of the RFP should be directed in writing to: Caprice White, Senior Purchasing Specialist, JCC Purchasing Office, PO 8784, Williamsburg, VA 23187-8784. Fax to (757) 253-6753 or email to Caprice.White@jamescitycountyva.gov. Written questions and requests for clarification, if any, must be received in the Purchasing Office **NO LATER THAN 2:00 pm, Thursday, February 17, 2022**. To the extent the County determines to respond to such questions for Clarification, any and all responses and any supplemental instructions will be in the form of written addenda which, if issued, will be communicated to all recorded Offerors of record and posted on the Purchasing Office website <http://www.jamescitycountyva.gov/bids.aspx> All addenda shall become a part of this RFP.

VIII. FAMILIARITY WITH PROPOSED WORK:

It is the responsibility of the Contractor, to satisfy himself as to the location of the work, worksite conditions, and the quality and quantity of the materials which will be required. The Contractor shall carefully examine the proposed Contract Documents and all other documents and data pertaining to the Project. Failure to do so shall not relieve a successful offeror of his obligation to perform as per the provisions of the contract. The Contractor shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions, or character of the work to be done under the Contract.

IX. INSTRUCTIONS FOR PREPARING PROPOSALS:

Proposals shall be prepared in 8 1/2"x 11" format simply, providing concise descriptions of services to be offered, placing emphasis on completeness and clarity. Offerors are encouraged to elaborate on their qualities and performance history including staff, experience pertinent to the scope of services for this project.

Interested firms shall **submit electronically** their Proposal providing general background information on the firm and the following specific information in the order listed in Section X:

Each proposal should be limited to no more than thirty (30) one sided page excluding title page, letter of transmittal, table of contents, reference lists, required signed forms and tabbed for easy reference.

Font size is 12 or larger, **no small font**.

It is the responsibility of each firm to submit their Proposal electronically on Demand Star prior to the time set for receipt. No Proposal shall be considered if it arrives after the time set for receipt.

X. PROPOSAL FORMAT/SUBMISSION REQUIREMENTS:

A. **General Requirements**

1. Proposals should be organized in the order in which requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP as outlined in the RFP. It is also helpful to cite the paragraph number and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. **The proposal should contain a table of contents**, which cross references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information, which it considers pertinent to its qualifications for the project and which respond to the Scope of Services described.
2. Proposals or any addendums to proposals received by the County after the closing date and time will not be considered.
3. Proposals should be as thorough and detailed as possible, such that the Offerors capabilities to provide the required services may be properly and fully evaluated. A Table of Contents and Tabs should be provided and pages and exhibits numbered in an organized manner. Each section must begin on a new page; preferably separated by an index tab.

4. Offerors are encouraged to carefully examine the RFP for discrepancies, errors, omissions, or ambiguities. Any questions concerning the requirements of the RFP should be directed in writing to:

Caprice White, Senior Purchasing Specialist
JCC Purchasing Office
PO Box 8784
Williamsburg, VA 23187-8784
FAX (757)253-6753
Caprice.White@jamescitycountyva.gov

5. Written questions and requests for clarification, if any, must be received in the Purchasing Office **NO LATER THAN 2:00 pm, February 17, 2022**. To the extent the County determines to respond to such questions for Clarification, any and all responses and any supplemental instructions will be in the form of written addenda which, if issued, will be communicated to all recorded offerors of record and posted on the Purchasing Office website <http://www.jamescitycountyva.gov/bids.aspx>. All addenda shall become a part of this RFP.
6. Each Offeror shall complete and submit the signed RFP Cover Sheet(s) with each Proposal.
7. References may be contacted at the discretion of the County. Typically, only references of those offerors that receive high rankings are contacted. The County reserves the right to contact entities/firms other than those listed or in addition to those furnished in the offeror's proposal.

The offeror shall furnish the County all such information and data as may be requested for this purpose.

B. Specific Requirements

Offerors shall submit a comprehensive proposal that convincingly and realistically depicts all of their capabilities, qualifications, resources, plans, and processes, which can successfully enable the fulfillment all of requirements depicted in Section V, entitled "Statement of Needs." Offerors shall submit the following items in the order listed below:

TAB 1: Cover Sheet and Attachments

The completed coversheet, Completed Forms Attachment D- **Safety Certification Form**, Attachment E- **Debarment Certification Form**, Attachment F- **Non-Collusion Affidavit**, Attachment G- **Certification of Compliance with Immigration Laws and Regulation**, Attachment H- **Litigation Disclosure Form**. These pages will not count against the **30-page** submittal limit.

TAB 2: Qualifications and Experience of Offerors

Provide a brief executive summary highlighting the qualifications of the firm. Describe your firm's background, experience, and qualifications related to this type of project that should include, but not be limited to, the following:

1. Organizational Structure

- a. Provide a detailed written narrative statement of the firm's organizational structure and history, locations, including the key personnel and their background.
- b. List any applicable licenses or permits currently held and indicate ability to obtain any additional licenses or permits that may be required.
- c. Describe the firm's capacity to meet the Statement of Needs of this RFP.

2. Demonstrated Knowledge, Experience and References

- a. Provide a detailed narrative describing the firm's qualifications and background in providing these types of services.
- b. Describe specialized experience in the type of services required in the Statement of Needs and current tasks, along with demonstrated knowledge and experience in the services outlined herein.
- c. Provide list of all equipment that will be used. (Attachment C)
- d. Detail experience for management of projects of comparable size.
- e. Describe the ability to absorb the work of this project simultaneously with other commitments.
- f. References: Provide at least three (3) references for which work of a similar nature to that described herein was performed within the past three (3) years. The reference should include the name, title, address, phone number, and email for the person on the owner's team most intimate with the details of project being referenced.
- g. Indicate if any of those contracts were terminated before the original termination date, state the date of termination and reason for termination. If none were terminated, state this.
- h. If proposing in a joint venture or with subcontractors, then identify all members of the joint venture or selected subcontractors and provide the full legal name and address of all subcontractors, the type of work to be performed, and the percentage of the total work they will perform.

3. Litigation

Disclose any information about pending legal proceedings or business litigation against your firm, any officer, or principal. If necessary, provide an explanation and indicate the current status or disposition, not to exceed two (2) pages.

TAB 3: Proposed Price Plan

Submit Attachment B (**Form will be provided with Facility Index Listing**)

XI. PROPOSAL EVALUATION

The Proposal Evaluation Team will review all proposals received by the proposal submission deadline. Proposals must be complete and responsive to all sections of the RFP. Proposals that do not fulfill all program requirements or omit any of the requested contents may receive a reduced evaluation score. Factors upon which proposals will be evaluated include:

	Evaluation Criteria	Point Value
1	Qualification of the firm with appropriately qualified and experienced personnel	25
2	Past experience of Contractor with similar projects	25
3	Contractor's listing of equipment for intended purpose	25
4	Price Proposal	25
	TOTAL	100

References may be contacted as part of the evaluation process.

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 if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to one offeror, multiple offerors, or none. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The Notice of Award shall be posted on the bulletin board for public notices in the Purchasing Office.

XII. PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for JCSA pursuant to this RFP shall belong exclusively to the Owners and be subjected to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be publicly disclosed under the Virginia Freedom of Information Act; however, the Offeror shall invoke the protection of the section 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. Disposition of material after award is made should be stated by the Offeror. Offerors should indicate on the **Request for Proposal Cover Sheet** the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary.**

XIII. CONTRACTUAL AGREEMENT

The resulting contract from this RFP shall be for an initial period of one (1) year, with the option of five (5) additional one (1) year renewal periods, per mutual acceptance of both the Owner and the Contractor. Termination of the contract shall be as described in the General Terms and Conditions.

If James City Service Authority/ James City County elects to exercise the option to renew the contract for additional one-year periods, subsequent yearly renewals shall not exceed the percentage change from the previous 12 months based on the most recent available data for the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA. Continuation of the contract shall be subject to allocation of funds for the work by the Board of Directors.

The Offeror shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful offeror of his obligation to provide Ground Maintenance for Well and Lift Stations, including any reports or other services necessary to carry out the provisions of this RFP and resulting contract and to complete the Scope of Services outlined therein.

XIV. AWARD AND EXECUTION OF AGREEMENT

- A. **Notice of Award.** A Notice of Award will be issued by the Owner, as soon as reasonably possible, but no later than 90 Days after the date of the opening of the Proposal. The Owner may, in its sole discretion, release any Offer, prior to that date, or extend the acceptance period an additional 90 days with the consent of the successful Offeror. The Owner reserves the right to waive any informality or technical defects, to reject any and all Offers in whole or in part, and may advertise for new Proposals if, in its judgment, the best interests of the Owner will be served.
- B. **Signing of Agreement.** When the Owner gives a Notice of Award to the successful Offeror(s), it will be accompanied by 2 original copies of the Agreement, with all other written Contract Documents attached. Within 10 Days thereafter the Offeror shall sign and deliver the required number of copies of the Agreement and attached documents to the Owner with the required Certificate of Insurance. Within 30 Days thereafter the Owner shall deliver one fully signed copy to the Offeror. If the successful Offeror fails to execute the Agreement within the time specified, the Owner, at its discretion, may award the Work to the second successful Offeror, or reject all proposals.

XV. HOLIDAYS

The Contractor shall receive approval of the Owner, in advance, of any work to be performed on Weekends or Holidays. James City Service/James City County observes the following Holidays:

New Year's Day	1 st day of January
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	19 th day of June
Independence Day	4 th day in July
Labor Day	1 st Monday in September
Veteran's Day	11 th day in November
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	24 th day in December
Christmas Day	25 th day of December

XVI. GENERAL TERMS AND CONDITIONS

See Attachment A. General Terms and Conditions and Instructions to Bidder.

XVII. SPECIAL TERMS AND CONDITIONS

- A. Payment. Payment Terms shall be NET 30.
- B. Period of Service. The Contractor shall initiate and complete the work within the time period agreed upon at the start of each task assigned.
- C. Site Security/Refuse Removal/Site Restoration. The Contractor is responsible for maintaining security of all structures, materials, and equipment against unauthorized use, theft and vandalism and the site kept clean and secured on a daily basis.
 1. Upon completion of the Contractor's work, and prior to final acceptance and payment, the Contractor shall restore the area to its original condition.
 2. The Contractor shall be responsible for the security and safety of all project facilities including, but not limited to, all equipment, materials, site structures, and construction thereon associated with their work. All security measures deemed necessary by the Contractor to comply with this requirement shall be at the Contractor's expense at no additional cost to the Owner.
- D. License Requirement. All firms doing business in James City County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in James City County are exempt from the requirement. Questions concerning

the BPOL Tax should be directed to the Office of the Commissioner of the Revenue, at (757) 253-6695.

- E. Procedures. The extent and character of the services to be performed by the successful Offeror (Contractor) shall be subject to the general control and approval of the Owner. Any change to the contract will be made through the issuance of written Contract Change Order signed by the County Administrator.
- F. Contractors Title To Materials No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.
- G. Extra Charges Not Allowed The bidder's offered price for the work shall include furnishing, delivering, and installing the required equipment; no extra charges shall be allowed.
- H. Delivery And Storage It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving, and storing materials. The owner will not assume any responsibility for receiving these shipments. The Contractor shall check with the owner and make necessary arrangements for security and storage space if required.
- I. Final Inspection At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- J. Safety. The Contractor and subcontractor(s) shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract. The requirement will apply continuously and not be limited to normal working hours. See also Attachment D for the Safety Certification Form.
 - 1. The Contractor shall comply with the requirements and standards of the Occupational Safety and Health Act (OSHA) and all other state and local laws, ordinances and codes governing all work to be provided under the contract documents. In particular, strict adherence to the following standards are required:
 - (a) OSHA 29 CFR Part 1910: Occupational Safety and Health Standards.
 - (b) OSHA 29 CFR Part 1926: Safety and Health Regulations for Construction.
- K. Damages The Contractor shall be responsible for damage or injury to property during the prosecution of the Work resulting from any act, omission, neglect, or misconduct in the method of executing the Work or attributable to defective Work or materials. This responsibility shall not be released until final acceptance of the Project by the JCSA. When direct or indirect damage is done to property by or on account of any act, omission, neglect or misconduct in the method of executing the Work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore such property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding or restoring, as may be directed by the Owner, or making settlement with the property owner. The Contractor shall secure from the property owner a release from any

claim against the Owner without additional compensation, therefore. A copy of this release shall be furnished to the Owner.

- L. Restoration Proper notice shall be given to the owner and to the homeowners of any expected inconvenience or hazardous condition. Special care must be taken to prevent damage to trees and shrubs. Road surfaces adjacent to excavations shall be cleaned of soil with mechanical brooms at the end of the working day. All surplus materials shall be disposed of in a manner acceptable to the Owner, and the construction area shall be left in a neat condition.
- M. Superintendence by Contractor The Contractor shall have a competent foreman or superintendent, satisfactory to the Owner, on the job site at all times during the progress of the work. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures, for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The Contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- N. Warranty The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Owner by any other clause of this solicitation. A copy of this warranty should be furnished with the bid. At a minimum, all materials, equipment, and labor shall be fully guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing.

The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the Owner's satisfaction, at no cost to the Owner and shall be subject to the provisions of this clause to the same extent as materials initially delivered.

- O. Insurance. The Contractor shall provide and keep in full force and affect during the performance of the Work the kinds and amounts of insurance specified below and shall comply with all other provisions of this Section. Such insurance shall be provided and kept in full force by insurance companies authorized to do business in the Commonwealth of Virginia, and regulated by the Virginia Bureau of Insurance. All premiums and other costs of such insurance shall be paid by the Contractor. It will be assumed that the consideration paid or to be paid to the Contractor for the performance of the Work includes the premiums and other such costs of such insurance, and the Owner shall not be responsible, therefore. Each insurance policy and certificate of insurance shall be signed by duly authorized representatives of such insurance companies in the State and shall be countersigned by duly authorized agents of such companies. The Contractor shall not be required to furnish the Owner with copies of the insurance contracts required by this Section unless requested from time to time by the Owner; but the Contractor shall provide on forms furnished by the Insurance Company or Owner a

Certificate of Insurance issued by such Insurance Companies, in which the company shall irrevocably warrant that the insurance is provided to enable the Contractor to comply with and provide the required insurance; (provided, however, that in no event shall the insurance contract be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia) that it will not be canceled unless at least thirty days' prior notice to the effect is given to the Owner, anything in such insurance contract to the contrary notwithstanding, and that the insurance contract has been endorsed accordingly.

The Contractor shall provide the certificate of insurance to the Owner within 10 Days following the Notice of Award.

(1) Workers Compensation and Employers Liability

Coverage A - Statutory

Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement should be attached.

(2) Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

(3) Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability \$1,000,000 Per Occurrence

(4) Excess Liability Including Employers Liability, Commercial Auto Liability, and Commercial General Liability.

Limit of Liability \$1,000,000 Per Occurrence

The Contractor shall file with the Owner, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the Owner, consist of the following:

(a) Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. Contractor shall notify Owner immediately if Contractor receives notification of non-renewal or cancellation.

(5) The Contractor shall be responsible for securing the work site and shall assume all risk for vandalism or other damage that may occur, to project components, during construction.

(6) James City County and James City Service Authority shall be named as an Additional Insured on the Commercial General Liability per ISO 2010 on a primary basis. The Contractor shall obtain a waiver of subrogation from its insurers on Worker's Compensation and All Risk Insurance policies. This requirement may be satisfied by obtaining appropriate endorsements to any master or blanket policy of insurance maintained. James City County's or James City Service Authority's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.

P. Federal Contracting Requirements: Contractor acknowledges that James City County intends to seek federal funding reimbursement to the greatest extent allowed in the event of a declared disaster for which federal and state funding sources are available. This contract incorporates by reference 2 C.F.R. §200.326 and Appendix II to 2 C.F.R. Part 200, including but not limited to:

a. **Federal Audit Requirements**

The Contractor and any subcontractor shall retain all books, documents, papers, accounting records and other evidence supporting the costs incurred, for three (3) years after payment of the final payment or final audit, whichever is later. Such evidence shall be made available at the Contractor's or subcontractor's offices at all reasonable times and will be subject to audit and inspection by the City or any authorized representatives of the Federal Government.

Subject to the provisions of chapter 75 of title 31, United States Code, and 2 CFR parts 200 and 3002, relating to requirements for single audits, the Administrator, the Assistant Administrator for the Disaster Operations Directorate, or the Regional Administrator shall conduct audits and investigations as necessary to assure compliance with the Stafford Act, and in connection therewith may question such persons as may be necessary to carry out such audits and investigations.

For purposes of audits and investigations under this section, FEMA or State auditors, the Governor's Authorized Representative, the Administrator, the Regional Administrator, the Assistant Administrator for the Disaster Assistance Directorate, the DHS Inspector General, and the Comptroller General of the United States, or their duly authorized representatives, may inspect any books, documents, papers, and records of any person relating to any activity undertaken or funded under the Stafford Act.

b. **Compliance with Lobbying Restrictions**

By submitting a bid, the Contractor certifies that:

a. Since promulgation of the federal requirements implementing 31 U.S.C. § 1352 (Byrd Anti-Lobbying Amendment), no federal appropriated funds have been paid and none will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- b. .If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit as part of its bid Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. The Contractor shall require that the language of this certification be included in all subcontracts at all tiers, and that all subcontractors shall certify and disclose accordingly.

Q. COVID-19 Procedures: All Contractors and sub-contractors performing services for the County are required and shall comply with all policies and procedures for COVID-19 from the Occupational Safety and Health Administration (OSHA), Virginia Department of Health (VDH) and Center for Disease Control (CDC) and all other County and State rules and regulations. Contractor’s employees who are known or suspected to be infected with SARS-CoV-2 virus shall not report to or remain at the worksite until cleared to return to work. Contractor shall report if an employee who is positive for COVID-19 has been at the worksite to the Department in which they are working for immediately. Contractor shall keep confidential the identity of the known to be infected with SARS-CoV-2 virus in accordance with the requirements of the Americans, with Disabilities Act (ADA) HIPAA, and other applicable federal and Virginia laws and regulations.

XVIII. ADDITIONAL INFORMATION:

B. The following information is available for the Contractor’s information and use.

- (1) Attachment A: General Terms and Conditions
- (2) Attachment B: Price Proposal Form will be provided with Facility Index Listing
- (3) Attachment C: Equipment List Form
- (4) Attachment D: Safety Certification Form
- (5) Attachment E: Certification Regarding Debarment
- (6) Attachment F: Non-Collusion Affidavit
- (7) Attachment G: Certification of Compliance with Immigration Laws and Regulations

ATTACHMENT A – GENERAL TERMS AND CONDITIONS

JAMES CITY COUNTY

GENERAL TERMS & CONDITIONS AND INSTRUCTIONS TO BIDDERS

These CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all bidders or offerors and are incorporated by reference in all contracts resulting from any written Request for Quotes, Invitation to Bid or Request for Proposals issued, collectively the (“Request”), to which they are attached. Use of the term “bid” in these General Terms & Conditions and Instructions to Bidders is not intended to be restricted to an Invitation to Bid and shall also affect written Request for Quotes, Invitation to Bid or Request for Proposals. The Purchasing Office is responsible for the purchasing activity of James City County, a political subdivision of the Commonwealth of Virginia, and the James City Service Authority, herein referred to collectively as “James City County” or “County”. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder’s/offeror’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 Purchasing Policy and the County Purchasing Manual, bids/proposals on all solicitations issued by the Purchasing Office will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

Cooperative Purchasing--James City County issues this solicitation in accordance with Section 2.2-4304 of the Virginia Public Procurement Act and Chapter 1, Section 5 of the James City County Purchasing Policy, and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions, and school divisions.

Bidders/Offerors are advised that all resultant contracts will be extended, with the authorization of the bidder/offeror, to other public bodies, governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payments. James City County acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the public bodies, jurisdictions, and political subdivisions of the availability of the contract.

Each participating public body, jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

James City County shall not be held liable for any costs or damages incurred by another public body or jurisdiction as a result of any award extended to that public body, jurisdiction, or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the lowest responsive and responsible offeror during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members.

- | | |
|--------------------------------------|---|
| City of Chesapeake | Newport News Public Schools |
| City of Hampton | Williamsburg/James City County Public Schools |
| City of Newport News | York County Public Schools |
| City of Norfolk | Christopher Newport University |
| City of Portsmouth | College of William & Mary |
| City of Virginia Beach | Norfolk State University |
| City of Williamsburg | Tidewater Community College |
| County of Gloucester | Jamestown/Yorktown Foundation |
| County of James City | Southeastern Public Service Authority |
| County of King William | County of York |
| Thomas Nelson Community College | Portsmouth Redevelopment & Housing |
| Newport News Redevelopment & Housing | CAS Norfolk Regional Office |

DDS Tidewater Regional Office Revised
8/11/2020

1. **AUTHORITY AND COOPERATIVE PURCHASING**-The County Purchasing Director has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by James City County. In the discharge of these responsibilities, the County Purchasing Director may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Director, 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 government of the County of James City for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. **COMPETITION INTENDED:** It is the County's intent that this solicitation permit competition. It shall be the Bidder's/Offeree's responsibility to advise the Purchasing Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Director must receive such notification not later than five (5) business days after solicitation release date.

CONDITIONS OF BIDDING

3. CLARIFICATION OF TERMS –

a. **Questions.** If any Bidder/Offeree has questions about the specifications or other solicitation documents, the prospective Bidder/Offeree should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days after solicitation release date. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received more than five (5) business days of the release date of the solicitation.

b. **Exceptions:**

i. Information Technology procurements. Exceptions to liability provisions must be stated by the offeror in writing at the beginning of negotiations.

4. **Compliance with Contractual Terms and Financial Responsibility:** Architectural or Engineering services. i. Offerors shall provide relevant financial data demonstrating the firm's capability to successfully perform over the life of the contract. ii. Provide a definitive statement of intent to comply with the contract terms and conditions as delineated in the RFP. If proposed terms and conditions are not acceptable as described, provide a statement that the firm intends to take exception to the contract terms and conditions. After offerors are ranked for negotiation the County may request firms to note and explain any exceptions. Failure to agree to terms required by law or County purchasing regulations may be grounds for disqualification of the proposal. iii. Acknowledge and describe any proposed deviations from the Scope of Services.

5. **USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Failure to submit a solicitation on the official James City County form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the bid/proposal if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected. James City 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. The County shall not be responsible for any errors or omissions of the bidder/proposer. The solicitation shall be signed by a representative authorized to legally bind the firm. By signing the solicitation, the bidder/offeree agrees to the terms and conditions of the solicitation and certifies that they have inspected the job site(s) and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the County.

6. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/ modification.

James City 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/Offeree to ensure their bid/proposal reaches the Purchasing Office by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time stamped by the automatic time stamp machine in the Purchasing Office. Date/time stamps marked after the designated time of receipt will be rejected.
- b. Late bids/proposals/modifications will be returned to the Bidder/Offeree UNOPENED, if solicitation number, acceptance date and Bidder/Offeree's return address is shown on the container.
- c. If the County closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- d. Vendors may modify their bids prior to the date and time specified for the bid opening. Facsimile modification of bids shall not be accepted unless the solicitation allowed such submission.

7. WITHDRAWAL OF BIDS/PROPOSALS:

A bidder/offeree for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/offeree received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the County Purchasing Director, 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, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. Bids/proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in a solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a bidder/offeree as a result of the breach or nonperformance of such contract or purchase order.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same bidder/offeree or of another bidder/offeree in which the ownership of the withdrawing bidder/offeree is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeree who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

8. CANCELLATION OF BIDS/PROPOSALS

If James City County intends to issue another Solicitation within a reasonable time after cancellation of the bid/proposal for the same materials, services or construction, any responses received under the canceled solicitation shall be retained in the Procurement file,

and James City County shall withhold responses from public inspection, if the Purchasing Director makes a Written Determination that such action is advantageous to James City County. After Award of a Contract under a subsequent solicitation, responses submitted in response to the canceled solicitation shall be open for public inspection.

9. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror of his responsibilities to provide the good or service. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
10. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed, and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1
IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS
(RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

11. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance. At the end of the ninety (90) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
12. **PRICING:**
- a. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the County or Bidder.
 - b. Prices should be stated in units of quantity as specified in the bid form.
 - c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible bid. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
 - d. Bid prices shall be for complete installation ready for the County's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
 - e. When an annual contract is not requested by the County, and the bid is for products or services to be delivered on a one- time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.
13. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part if the price, quality, quantity, delivery, necessary

assurances, performance of the contract and other factors deemed important to the solicitation will be affected.

14. **OPENING:** At the time fixed for the opening of responses to a bid, all bids will be opened and the names of the bidders and the amount bid shall be read aloud and made readily available to the public.

If a public opening of a Request for Proposals is held, only the names of the offerors will be read publicly.

15. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidder's List.
16. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. 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. **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/Offeror.
18. **DEBARMENT/ENJOINMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred or enjoined by James City County, the Commonwealth of Virginia, the Federal Government, any local government, or government agency/entity/ authority from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred or enjoined.
19. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by James City County. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- The Bidder/Offeror certifies that to the best of his knowledge, no employee of the County, nor any member thereof, nor any public agency or official impacted by the solicitation or resulting contract has any pecuniary interest in the business of the Bidder/Offeror, and that no person associated with the Bidder/Offeror has any interest that would conflict in any manner with the performance of the contract resulting from this solicitation.
20. **VENDOR REWARDS/GIFT PROGRAMS:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

21. **PERFORMANCE BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at a time of or prior to execution of the contract.
22. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any County employee, other than the Purchasing Office, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any County representative, other than the Purchasing Office, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
23. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included a list of any business and professional licenses, permits, or fees required by James City County or the Commonwealth of Virginia.
24. **QUALIFICATIONS OF BIDDERS AND SUBCONTRACTORS:** The apparent low Bidder shall submit to the Owner a list of all Subcontractors who will be performing work on the project. An experience statement with shall accompany such list pertinent information as to similar projects and other evidence of experience and qualification for each such Subcontractor, person and organization and documented work history of the subcontractor with the Bidder. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, the Owner may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent low Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. For any Subcontractors, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award, it will be deemed the Owner has no objection.

SPECIFICATIONS

25. **BRAND NAME OR EQUAL ITEMS:** 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 James City 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 to enable James City County to determine if the product offered meets the requirements of the solicitation may result the bid being declared non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
26. **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.
27. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this 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.

The Bidder/Offeror 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.

28. **EQUIPMENT STANDARDS.** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in bid. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
29. **ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a bid is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by James City County as to the total amount that may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of bid.

AWARD

30. **AWARD OR REJECTION OF BIDS:** The Purchasing Director 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 Purchasing Director reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals 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 James City County. The Purchasing Director reserves the right to negotiate with the lowest responsive, responsible bidder should bids exceed available funds. The Purchasing Director shall reject the bid if the bidder is deemed to be a non-responsive or non-responsive bidder.
31. **PUBLIC INSPECTION OF CERTAIN RECORDS:**
Shall be per the Virginia Public Procurement Act (VPPA) 2.2-4342
32. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** James City County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to James City County all such information and data for this purpose as may be requested. James City County reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. James City County further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy James City County that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
33. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Code of Virginia § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

34. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors, in addition to price (as they apply), shall be a consideration in the award decision:
- a. The quality of performance/workmanship of previous contracts, services or products, or references which attest to other specific experiences;
 - b. The timely completion of previous contracts or services or the timely delivery of past orders; or references which attest to other specific experiences;
 - c. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services;
 - d. The County reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the County in determining bidder's capabilities of successfully administering to this contract;
 - e. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts;
 - f. The resale value, life cycle costing, and value analysis of a product;
 - g. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required;
 - h. Delivery of a product and timely completion of a project as stated by vendor in bid;
 - i. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County;
 - j. Product or parts inventory capability as it relates to a particular bid; and
 - k. Results of product testing.

CONTRACT PROVISIONS

35. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court or General District Court of James City County, Virginia. The Contractor shall comply with applicable federal, state, and local laws and regulations.
36. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this contract, vendor certifies that it does not and will not during the performance of this contract knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the federal Immigration Reform and Control Act of 1986, as amended.
37. **OBLIGATIONS OF COUNTY AND CONTRACTOR:** County: The County shall furnish to the contractor all available information as listed in the solicitation that may be useful for the contract work. The County shall assist the contractor in obtaining access to enter upon public and private property as required to perform the contract work. The County shall designate a representative who shall serve as the principal contact and give direction to the contractor throughout the duration of the contract. Contractor: The contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors, required to perform and complete the Scope of Work.
38. **CONFIDENTIALITY AND OWNERSHIP OF DATA:** Any reports, information, intellectual property, data, drawings, specifications, estimates, and summaries given to or prepared or assembled by the contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the contractor without prior written approval of the County. All of these items shall

become the property of the County upon payment of fees as required by the contract.

39. **REPORTS OF WORK:** The County and the contractor shall schedule progress meetings at appropriate intervals throughout the duration of the contract. These meetings shall provide for the exchange of information related to the status of the Scope of Work, anticipated progress and any problems that have occurred.
40. **ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to James City 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 and James City County, relating to the particular goods or services purchased or acquired by James City County under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Director and/or investigation for Anti-Trust violations.
41. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter. For construction projects, the County may retain five percent (5%) of the total amount of each partial progress payment to assure faithful performance of the contract by the contractor. The County will release all retainage upon final payment.
- a. Invoices for items/services ordered, delivered/performed, and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
42. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from James City County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify James City County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from James City County, except for amounts withheld as stated in b above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of James City County.
43. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Director.
44. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, James City County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which James City County may have.

45. **AVAILABILITY OF FUNDS:** It is understood and agreed between the contractor and the County herein that the County shall be bound hereunder only to the extent of the funds available or which hereafter become available for the purpose of the contract.
46. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to James City County that they will 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, the Virginians With Disabilities Act, the Americans With Disabilities Act and the Code of Virginia § 2.2-4311, as amended. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts shall be subject to audit by the public body. (Code of Virginia § 2.2-4343.1.E).
- In every contract over \$10,000 the provisions in a and b below apply:
- a. During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
47. **NONDISCRIMINATION OF CONTRACTORS:** A bidder/offeror, or contractor shall not be discriminated against in the solicitations or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, James City County shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, service, or disbursements from an alternative provider.
48. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.
49. **PRECEDENCE OF TERMS:** In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
50. **CHANGES TO THE CONTRACT:** There shall be no extra work allowed on the contract without prior written authorization in the form of a change order signed by the Purchasing Director or the County Administrator. No officer, agent or employee of the County is authorized to give verbal instructions to increase the Scope of Work and the contractor shall not use verbal instructions as the basis for additional costs. Changes can be made to the contract in any of the following ways by the issuance of a Change Order:
- a. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. James City County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Office within thirty (30) days from the date of receipt of the written order from the Purchasing Office. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of the contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater, without the advanced written approval of the Board of Supervisors.
51. **AUTHORIZATION TO TRANSACT BUSINESS, STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE) AND COUNTY BUSINESS LICENSE:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Pursuant to competitive sealed bidding or competitive negotiation, all bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 are required to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Attention is directed to Chapter 11, title 54.1 of the Code of Virginia (Re: State registration of contractors), which requires that all bidders must show evidence of the proper license under the provision of this chapter before such bid is considered.

All firms doing business in James City County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in James City County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Business License Inspector, telephone (757) 253-6698.

52. **PROPRIETARY INFORMATION:** Section 2.2-4342F of the Code of Virginia states: "Trade secrets of 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 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." Declaring an entire bid or proposal response as proprietary is unacceptable.
53. **INDEMNIFICATION:** The Contractor hereby binds himself and his successors to indemnify, defend, and save harmless James City County, its officers, agents or employees, from all suits and actions of every name and description brought against it or them, and all costs or damages to which it or they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor or his agents in the performance of the contract; and that the whole or so much of the moneys due to the contractor under and by virtue of this Contract, as such or may be considered necessary by the County, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the County. The said Contractor further agrees to indemnify and save harmless James City County against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against it by reason of any injury sustained by any of the Contractor's employees in and about the said work, under and pursuant to the provisions of the Workman's Compensation Law or any amendments thereto, and the Contractor shall produce certificates or other satisfactory evidence of ample protection against such liability.
54. **NOTICE OF REQUIRED DISABILITY LEGISLATION:** The County government is required to comply with State and Federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) of 1990 Title II and the Virginia with Disabilities Act of 1990. Specifically, the County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II or the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities

Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

55. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 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, 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. **Non-Responsive Performance:**
Delivery Delays: James City County reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract. **Unacceptable Deliveries (Rejections):** Upon notification by James City County that goods and/or service deliverables provided by the Successful Bidder under this contract are damaged and/or not of the quality specified by James City County, such goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by James City County. Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of James City County within ten (10) days of notification. Rejected goods and/or service deliverables not removed from James City County premises within ten (10) days will be regarded as abandoned, shall become the property of James City County, and James City County shall have the right to dispose of such items. James City County Purchase From Alternate Sources: James City County reserves the right to authorize immediate purchase from other sources against delayed deliveries and/or rejections. The Successful Bidder shall reimburse James City County promptly for excess costs incurred by James City County for such purchases. Any such purchases will be deducted from the contract amount. In the event James City County cost of obtaining goods and/or service deliverables from other sources be less, Successful Bidder shall have no claim to the difference.
Liability: Successful Bidder shall be liable to James City County for all costs incurred by James City County as a result of Successful Bidder's failure to perform in accordance with the contract. Successful Bidder's liability shall include, but not be limited to: Damages and other delay costs, to include costs to procure goods/services from alternate suppliers. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Bidder and/or rejections of Successful Bidder's goods and/or service deliverables. Warranty and rework costs, liability to third party, excess costs, attorney's fees, and related costs incurred by James City County due to non-responsive performance of Successful Bidder.
57. **BREACH OF CONTRACT:** Successful Bidder shall be deemed in breach of this contract if the Successful Bidder: Fails to comply with any terms of this contract; Fails to cure such noncompliance within five (5) calendar days from the date of the Owner written notice or such other time frame, greater than five (5) calendar days, specified by the JCC Contract Administrator in the notice; Successful Bidder fails to submit a written response to the Owner notification of noncompliance within five (5) calendar days after the

date of the Owner notice. All notices under this contract shall be submitted, by email followed up with hard copy by certified mail, return-receipt requested, to the respective contract administrator. Successful Bidder shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Bidder and its sub-contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Owner in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

58. **TERMINATION:** Subject to the provisions below, the County upon thirty (30) days advance, written notice to the other party may terminate the contract. Upon receipt of a notice of termination, the contractor shall cease all work underway on behalf of the County unless advised by the County to do otherwise. In the event of termination, Contractor shall be compensated only for the services as set forth in the contract provided to the satisfaction of the County and expenses incurred as of the date of termination. 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 cancellation.
- a. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the County, without the required thirty (30) days advance notice, then the County shall be responsible for payment of services up to the termination date orders, or any part thereof, without obligation, if
 - b. **Termination for Cause:** Termination by the County for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default paragraph of these General Conditions, the County may hold the contractor responsible for any resulting additional purchase and administrative costs. Any payment due to the contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the County by reason of the contractor's default. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

59. **CONTRACTOR RESPONSIBILITY FOR COUNTY PROPERTY:** The Contractor shall be responsible for damages to County property caused by work performed by itself or its subcontractors. The Contractor shall be responsible for maintaining the area surrounding and adjoining the work site in their current condition. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor shall be replaced or remedied by the Contractor, to the satisfaction of the County, at the Contractor's expense.
60. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save James City County, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
61. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately," and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the County reserves the right to cancel such

delivery is not made at the time(s) specified on bid form.

62. **INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of James City County or James City Service Authority; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the County shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the County for its employees.
63. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Director. In the event that the contractor desires to subcontract some part of the work, the contractor shall furnish the Purchasing Director the names, qualifications, and experience of the proposed subcontractors. The contractor shall remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.
64. **HOLIDAYS:** The Contractor shall receive approval of the County, in advance, of any work to be performed on Holidays. James City Service Authority/James City County observes the following Holidays:

New Year's Day	1 st day of January
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	19 th day in June
Independence Day	4 th day in July
Labor Day	1 st Monday in September
Veteran's Day	11 th day in November
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	24 th day in December
Christmas Day	25 th day of December

DELIVERY PROVISION

65. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation 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.
66. **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, and a physical inspection is made and material is requested or rejected, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. 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 his or her risk and expense or dispose of them as its own property.

67. **TESTING AND INSPECTIONS:** James City County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein 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.

68. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Office 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 Purchasing Office, such extension applying only to the particular item or shipment affected. Should the Contractor be 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 of extra compensation for such delay or suspension. These conditions may vary for construction contracts.

69. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

70. **REPLACEMENT:** the Contractor at no cost to the County shall replace Materials or components that have been rejected by the Purchasing Office, in accordance with the terms of the contract.

71. **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/Contract Number
- b. Name of Article and Stock Number,
- c. Quantity Ordered,
- d. Quantity Shipped,
- e. Quantity Back Ordered,
- 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.

72. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the County and if not used in testing or destroyed, will, upon request, be returned at the bidder's expense.

BIDDER/CONTRACTOR REMEDIES

73. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/ Offeror who desires to protest the award or decision to award a contract, by James City County shall submit such protest in writing to the County no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Director shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this

paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.

74. DISPUTES:

Claims. Written notice of the Contractor to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such claims, whether for money or other relief, shall be submitted in writing to the County's Purchasing Director no later than sixty (60) days after final payment. The Purchasing Director shall give written notification of the final decision on such claim to the Contractor within thirty (30) days of the date the claim was received. The Contractor may not institute legal action before receiving the Purchasing Director's final written decision unless the Purchasing Director fails to render such decision within the specified time. Pendency of claims shall not delay payment of amounts agreed due in the final payment. (Code of Virginia, § 2.2-4363).

75. Claims Relief. Under certain circumstances beyond the control of the Contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the Contractor or its agent, the Purchasing Director may extend the time limit for performance required by this Contract. Any such extension must be issued in writing and signed by the Purchasing Director.

76. ADDITIONAL REQUIREMENTS APPLICABLE TO PROCUREMENTS MADE USING FUNDING FROM FEDERAL GRANTS.

As required by the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards, Final Rule Title 2 of Federal Regulations; 2 CFR 200, if funding for this purchase Order (contract) is provided in whole or in part by one of more Federal Grants, then the following provisions shall apply, as applicable:

- a. this Purchase Order (contract) is more than \$150,000 and the Vendor (Contractor) violates or breaches contract terms, the County shall, if not otherwise specified in contract documents, issue a cure letter to the Vendor (Contractor) identifying the breach and specifying a deadline by which the Vendor (Contractor) is to cure the breach. Failure of the Vendor (Contractor) to cure the breach by the specified time may result in the County's determination that the Contract is in default. The County may thereafter make a claim against the Vendor's (Contractor's) bond, if any, or withhold funds from payments due to the Vendor (Contractor) or from escrow or retainage amounts held. The County reserves the right to take legal action for any Vendor (Contractor) breach or default.
- b. Termination procedures shall be as specified in Section, "General Terms and Conditions", #58, Termination, of the James City County Purchasing Policy.
- c. Except as otherwise provided under 41 CFR Part 60, if this Purchase Order (Contract) meets the definition of "federally assisted construction contract", it includes by reference the equal opportunity clause provided under 41 CFR 60-1-4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CCFR Part 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246, relating to Equal Employment Opportunity", and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".
- d. When required by Federal program legislation, if this Purchase Order (Contract) is a prime construction contract in excess of \$2,000 awarded by non-Federal entities, the Vendor (Contractor) shall comply with the Davis-Bacon Act as supplemented by the Department of Labor regulations.
- e. Where applicable, if this Purchase Order (contract) is more than \$100,000 and involves the employment of mechanics or laborers, the Vendor (Contractor) shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations.
- f. If the Federal award meets the definition of "funding

agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, and by any implementing regulations issued by the awarding agency.

g. If this Purchase Order (Contract) is in excess of \$150,000, the Vendor (Contractor) shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended.

h. This Purchase Order (Contract) includes by reference all mandatory standards issued in compliance with the Energy and Conservation Act.

i. The Vendor (Contractor) shall notify the Purchasing Office if it is listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines.

j. The Vendor (Contractor) shall comply with the Byrd Anti-Lobbying Amendment (31.U.S.C.1352) . Contractors that apply or bid for an award of \$100,000 or more must file the required certification.

ATTACHMENT B- PRICE PROPOSAL (Include with Tab 3)

Form will be provided with Facility Index Listing



RFP#20230675

**GROUND MAINTENANCE FOR WELL AND LIFT STATIONS
PROPOSAL RESPONSE AND QUESTION FORM**

FROM: _____ (Contractor)

_____ (Address)

_____ (Tel/FAX)

_____ (Email)

FOR: **REQUEST FOR PROPOSAL- 20230675**

The undersigned hereby proposes to furnish all labor, equipment, supervision, and materials necessary to perform and complete the following items of work in accordance with this Request for Proposal and all of the Contract Documents.

Part 1, Price Schedule

1. Offeror shall list prices for each individual site on the Facility Index. **(This form will be provided with requested documents, Facility Index Listing)**

Part 2, Proposal Response

1. If the offeror intends to subcontract any part of the work, indicate the services to be subcontracted and the name of the subcontractor.

2. Have you ever failed to complete any work awarded to you? If yes, please provide details.

3. Have you ever been debarred or are you currently debarred from doing work for Local, State or Federal agencies?

ATTACHMENT C- EQUIPMENT LIST FORM



RFP#20230675

**GROUND MAINTENANCE FOR WELL AND LIFT STATIONS
PROPOSAL EQUIPMENT LIST FORM**

All Contractors must complete and submit this form with their proposal.

What landscaping equipment does this Contractor own that is available for the proposed Work (attach supplemental sheet if necessary)?

I certify to the availability of the following equipment to be used for work on this project/contract:

Year	Make	Model

Submitted by: _____ Designated Title/Position: _____
(Print) (Print)

Signature: _____ Date _____

ATTACHMENT D – SAFETY CERTIFICATION FORM

ATTACHMENT D

SAFETY CERTIFICATION FORM

To: James City Service Authority

Project Title: **Ground Maintenance for Well and Lift Stations**

Contract No. **20230675**

Project Safety Responsibility (Name) _____

Number _____

Emergency Contact (Name) _____

Number _____

The undersigned hereby attests that the project has been carefully evaluated for the Safety risks it presents and all safety procedures required based on these risks by Virginia Occupational Safety & Health, referenced in the bid document, will be implemented. Virginia Occupational Safety & Health and all other applicable Federal, State, and local laws referenced in the Bid Document, will be implemented.

All workers on this project will be properly trained on the use of safety equipment and safe work practices.

By: _____

(Type Name Title)

(Signature)

(Date)

ATTACHMENT E – CERTIFICATION REGARDING DEBARMENT

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT

This is to certify that this person/firm/corporation is not now barred from bidding on Projects by any agency of the Commonwealth of Virginia or the United States of America, and that this person/firm/corporation is not a part of any firm/corporation that is now barred from bidding on contracts by any agency of the Commonwealth of Virginia or the United States of America.

Name of Official

Title

Firm or Corporation

Date

ATTACHMENT F – NON-COLLUSION AFFIDAVIT

ATTACHMENT F
NON-COLLUSION AFFIDAVIT

(James City County/James City Service Authority) Virginia project:

Ground Maintenance for Well and Lift Stations

Proposal Date: _____

COMMONWEALTH OF VIRGINIA
James City County/James City Service Authority

This day personally appeared before the undersigned, a Notary Public in and for the City/County and State aforesaid,

_____ who having been first duly sworn according to law, did depose and aver as follows:

(a) That he/she

is _____
(Owner, Partner, President, etc.)

of

(Insert name of Offeror)

(b) That he/she is personally familiar with the Request for Proposals (RFP) of JCSA submitted in connection with the above captioned Owner's project.

(c) That said proposal was formulated and submitted in good faith as the true proposal of said Offeror.

1. In preparation and submission of this RFP, the offeror did not either directly or indirectly, enter into any combination or agreement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman act (15 U.S.C. Section 1) or sections 59.1-9.1 through 59.1-9.17 or sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

2. The undersigned Offeror hereby certifies that neither this Bid nor any claim resulting there from, is the result of, or affected by, any act of

collusion with, or any act of another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for or employed by the Owner has any personal interest in this proposal.

3. The undersigned hereby further agrees that upon request of the Owner, the records and books pertaining to this proposal will be voluntarily supplied, furnished, and released to the Owner.
4. The undersigned hereby further certifies that the Bidder has not knowingly falsified, concealed, misled, or covered up by any trick, scheme, or device a material fact in connection with this bid. The undersigned also certifies that the Bidder has not made any false, fictitious, or fraudulent statements or representations or made or used any false writing or documents knowing the same to contain any false, fictitious, or fraudulent statement or entry in connection with this Bid.
5. The undersigned further agrees that the Offeror will comply with section 2.2-4374 of the Code of Virginia, 1950, as amended, and has not bought or purchased any equipment from any person employed by the Owner as an independent contractor to furnish architectural or engineering services for this Project, nor from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.
6. The undersigned further agrees to require all subcontractors, consultants, sub-consultants, or any other persons, corporations, or legal entities providing or furnishing labor, material, equipment, or work related to this project to execute this anti-collusion statement as a condition of payment. This paragraph is expressly limited to those in a direct contractual relationship with the undersigned of over \$10,000 except those persons whose only direct contractual agreement with the undersigned is an employment contract.
7. All Covenants and Agreements made by the Contractor are made by it on behalf of the Contractor and its successors, personal representatives, and assigns, the same as if they had been specifically named in each instance.

And further this deponent saith not.

Subscribed and sworn to before me this ___ day of _____, 20___

My commission expires: _____, 20___

Notary Public

**ATTACHMENT G – CERTIFICATION OF COMPLIANCE WITH IMMIGRATION
LAWS AND REGULATIONS**

ATTACHMENT G

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

This sworn certification of compliance with all federal immigration laws and regulations is provided by _____ (Name of Firm) . These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the City/County of _____ or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Contractor: (Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number)

Type of Business Entity:

Sole proprietorship (*Provide full name and address of owner*):

Limited Partnership (*Provide full name and address of all partners*):

General Partnership (*Provide full name and address of all partners*):

Limited Liability Company (*Provide full name and address of all managing members*):

Corporation (*Provide full name and address of all officers*):

Doing Business As:

If Applicable (*Note: This is the name that appears on your invoices but is not used as your reporting name.*)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address:

Number of Employees:

Are all Employees Who Work in the United States Eligible for Employment in the United States?

Under penalties of perjury, I declare on behalf of the Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the Contractor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this day of _____, 202__ on behalf of _____ as evidenced by the following signature and seal:

Name of Contractor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA:

City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by

Notary Public _____

Registration No: _____

My Commission Expires: _____

ATTACHMENT H – LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, "you" means the individual or entity in whose name the bid or proposal is submitted.

1. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been terminated (for cause from any work being performed for any governmental or nongovernmental contracting? **Circle response**

Yes No

2. Is any officer, director or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; during the last seven (7) years? **Circle response**

Yes No

3. Have you or any principal, officer or director of your company, or any individual who will be assigned to work any contract awarded pursuant to this solicitation, been involved in any claim or litigation or been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 et seq.) of the Code of Virginia, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), (iii) Chapter 4.2 (§ 59.1-68.6 et seq.) of Title 59.1, or (iv) any substantially similar law of the United States or this or another state during the last seven (7) years? **Circle response**

Yes No

If you answered "Yes" to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid or proposal.

Reference Code of Virginia § 2.2-4317

Revised 9/11/2020