



Stafford County Central Procurement Office
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INVITATION FOR BID (IFB)					
BID NUMBER	IFB-21-019-3220SB				
TITLE	Installation and Commissioning of Upgraded Card Access and Server Upgrade.				
ISSUE DATE	SEPTEMBER 25, 2020	PAGE	1	OF	36
PURCHASE OFFICER	SYLVIA DYSON, VCO, VCCO				
EMAIL ADDRESS	SDYSON@STAFFORDCOUNTYVA.GOV				
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SOLICITATION DUE DATE	Sealed Bids Will Be Received Until October 5, 2020 @ 2:00 P.M., Eastern Standard Time (EST) , For Furnishing The Goods and Services Described Herein.	
SERVICE(S) LOCATION	The Department of Fire and Rescue and Department of Parks and Recreation The County's firm delivery date is November 30, 2020	
SITE VISIT	Optional	Optional Walk-Through will be held on September 28, 2020 @ 8:00 A.M. Attendance is encouraged, but not mandatory.
PRE-BID CONFERENCE	Optional	Optional Pre-Bid Conference will be held on September 29, 2020@10:00 A.M. via WebEx. Attendance is encouraged, but not mandatory.
BID SUBMISSION	Bids shall be submitted via eva.virginia.gov by the date and time noted above.	
METHOD OF AWARD	Award shall to the lowest responsive and responsible based on total Bid Price.	
INQUIRIES	All inquiries for information should be directed to the Procurement Officer above. All questions must be received in writing on or before September 29, 2020 no later than 12:00 A.M.	
TERMS & CONDITIONS	In compliance with this IFB and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.	

BIDDER INFORMATION

Virginia Contractor License No. Required _____ Not Required

Name of firm: _____ Date: _____
 Address of firm: _____ ZIP: _____
 By (signature in ink): _____
 Name (print): _____ Title (print): _____
 Phone: _____ Fax: _____ Email address: _____

In accordance with Virginia Code § 2.2-4343.1, as amended, Stafford County does not discriminate against faith-based organizations. The County does not discriminate against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

TOTAL BASE BID

\$ _____ Dollars (\$ _____)

If the Total Base Bid amount contains contradictory terms, typewritten terms prevail over printed terms, handwritten terms prevail over both, and words prevail over numbers.

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NOTE TO PROSPECTIVE BIDDERS:

- This solicitation is subject to the provisions of the Stafford County Information for Bid (IFB) and any attachments, exhibits, revisions or amendments thereto, which are hereby incorporated into this bid in their entirety. If not attached, a copy of these terms and conditions is available for review at the Procurement Office. Special Terms and Conditions and Specifications attached shall also be part of your bid. The Bid Package and the Construction Plans (as applicable) are available at no charge on the Commonwealth of Virginia’s electronic procurement system, eVA. www.eva.virginia.gov. Please be observant of all Bid instructions and specifications. Should any questions arise concerning this Bid, contact the Procurement Office at Procurement@staffordcountyva.gov.
- Please note the meaning of the following terms as used in this Invitation for Bid (IFB): The term “bidder” as referenced in this solicitation refers to the individual or firm preparing and submitting a bid in response to this Invitation for Bid. The term “Contractor” refers to an individual or firm that has entered into an agreement to provide goods or services to Stafford County, Virginia, its officers, employees and agents (the “County”). In addition, it also refers to a firm who, when awarded the contract, will be responsible for goods and services required, as a result of this solicitation.

1. PURPOSE

The purpose of this Invitation for Bid (IFB) is to solicit bids from qualified bidders to establish a contract to provide all supplies, material, labor and supervision to install and commission upgraded card access into a P2000 Security System at several Stafford County facilities.

These services/goods are for the Stafford County Department of Fire and Rescue, as well as Parks, Recreation and Community Facilities (“Department”).

2. SCOPE OF WORK

The Contractor shall furnish and install all necessary equipment, materials and supplies as required by the County and listed on the Price Schedule (Attachment F). Items marked as “name brand only” must be bid as such. No substitutions will be accepted.

All equipment furnished under the resulting contract shall be new and genuine manufacturer-recommended or authorized replacement equipment. Use of used equipment is strictly prohibited.

The County is currently using the Johnson Controls P2000 access control system, Version 3.12. The software currently runs on a Windows Server 2008 R2 Standard. The current panel model used by the County is CK721-A with Firmware 3.0.41.

Below is a description of the Work to be performed at each individual location. Section A describes the Work that will be executed as part of this project. Section B describes optional work that may, or may not be executed as part of this project. All items in Sections A and B shall be bid by the Contractor.

SECTION A – BASE WORK

2.1 Fire Station 2

- A. Demo existing access controls panel.
- B. Provide and install (1) SEC-ENC3042WDP enclosure, (1) power supply and 2 backup batteries with DIN rails for modules and controller.
- C. Provide and install (5) S300-DIN-RDR2SA to enclosure.
- D. Move (1) existing CK721A controller to new panel.
- E. Move (1) existing RDR2SA module to new panel.
- F. Provide and install 1 new (AL600ULACM) and 2 (S300-BAT) batteries.
- G. Install (3) sets of access controls to include the following doors (The set will include Electric Strikes, Rex, Readers (920NTNNEK00000) and DPS):
 - 1. The Operational Office
 - 2. The President’s Office
 - 3. Chief’s Office.
- H. The data closet is located across from the Operational Office.

- I. Utilize existing wiring, card readers, REX motion detectors, door contacts and locking hardware. All deficiencies found to existing doors and hardware during upgrade to be quoted as separate repairs.
- J. Utilize existing 120VAC power connections provided by Stafford County.
- K. Stafford County will provide static IP addresses, port designations, and network connectivity support for upgraded card access equipment.
- L. Provide programming of the new readers being installed.
- M. Test and train on new and relocated readers.

2.2 Fire Station 9

- A. Provide and install (1) SPA1B200-1B10 P2000 access control panel, (1) power supply, and (4) Backup batteries in the data room.
- B. Install (1) set of access controls to include the following doors (The set will include Electric Strikes, Rex, Readers (920NTNNEK00000) and DPS):
 - 1. Front Door
- C. Join access controls into P2000 system located in the PSB in main County complex. Stafford County will provide IP addresses and network connection to the PSB building. Stafford County will have the access control panel connected to the existing data network racks (supplied by Stafford County) located in the data closet on the 3rd floor.
- D. Stafford County will provide static IP addresses, port designations, and network connectivity support for new card access equipment.
- E. Provide programming of the new readers being installed.
Test and train on new and relocated readers.

2.3 Fire Station 10

- A. Provide and install (1) SPA1B200-1B10 P2000 access control panel, (1) power supply and 4 backup batteries.
- B. Provide and install (2) 920NTNNEK00000 –R40 card readers, (3) REX, (3) DPS, and (2) Electric Strikes (1006CS-12/24D-630) to the following doors:
 - 1. Front Entrance door: We will re-use the electric strike already installed on doors. (Assumes the doors and electric strikes are in good working order. In the case, the strike is in need of repair, issue a change order for a replacement). Provide and install (1) 900NTNNEK00000 Mullion R10 card reader, replace DPS, and replace REX.
 - 2. Upstairs Back door to meeting room: provide and install (1) 2280 1200 lb. Magnetic lockset to the left door. The right door will stay dog eared locked in place. Provide and install 1 exit button, 1 REX, and (1) DPS.
 - 3. Outside road facing outer door to Fire Marshal vehicle bay.
- C. Utilize existing 120VAC power connections provided by Stafford County.
- D. Join access controls into P2000 system located in the PSB in main County complex. Stafford County will provide IP addresses and network connection to the PSB building. Stafford County will have the access control panel connected to the existing data network racks (supplied by Stafford County) located in the data closet on the 3rd floor.

- E. Stafford County will provide static IP addresses, port designations, and network connectivity support for new card access equipment.
- F. Provide programming of the new readers being installed.
Test and train on new and relocated readers.

2.4 Fire Station 12

- A. Provide and install (1) CK721-A, (1) power supply S300-DIN-L-PS, (5) RDR2SA Modules, (1) Power Supply AL600ULACM and 4 backup batteries.
- B. Install access controls on (2) doors. Build upgraded controllers and modules into the existing panel in front office back wall enclosure replacing and adding din rails where necessary.
- C. Provide and install (2) 920NTNNEK00000 –R40 card readers, (2) Rex DS-160, (2) SPDT Surface Mount Contacts 412-W, and (2) Electric Strikes (1006CS-12/24D-630) to the following doors:
 - 1. Front vestibule to truck bays: provide and install (1) 920NTNNEK00000 R40 card reader, (1) Surface mount DPS 412-W, (1) Rex DS-160 and (1) 1006CS-12/24D-630 Electric Strike.
 - 2. SCBA Room Maintenance Door: provide and install (1) 920NTNNEK00000 R40 card reader, (1) Surface mount DPS 412-W, (1) Rex DS-160 and (1) 1006CS-12/24D-630 Electric Strike.
 - 3. Provide and replace existing electric strikes and replace with fail secure electric strikes (SB: 1006-12/24D-630-LBM) at the Battalion Chief’s door, the Lt.’s door and the Sleeping Quarter’s door.
- D. Join access controls into P2000 system located in the PSB in main County complex. Stafford County will provide IP addresses and network connection to the PSB building. Stafford County will have the access control panel connected to the existing data network racks (supplied by Stafford County) located in the data closet on the 3rd floor.
- E. Stafford County will provide static IP addresses, port designations, and network connectivity support for new card access equipment.
- F. Provide programming of the new readers being installed.
Test and train on new and relocated readers.

2.5 Fire Station 14

- A. Provide and install (1) XCS-0MMR3 latching mushroom button to be installed in the front vestibule next to the emergency phone station to lock and unlock the front entrance doors. Stafford County will have button programed to lock the front door when engaged and activate the reader for door release. Push bar egress will still be active according to code.
- B. Provide and install (2) sensor bars. 2 transfer hinges on the inner doors of the front vestibule with Rex built into bars for egress. Disable but not uninstall the motion Rex.
- C. Utilize existing 120VAC power connections provided by Stafford County.
- D. Join access controls into P2000 system located in the PSB in main County complex. Stafford County will provide IP addresses and network connection to the PSB building. Stafford County

will have the access control panel connected to the existing data network racks (supplied by Stafford County) located in the data closet on the 3rd floor.

- E. Stafford County will provide static IP addresses, port designations, and network connectivity support for new card access equipment.
- F. Provide programming of the new readers being installed.
- G. Test and train on new and relocated readers.

2.6 Badging Station (at Fire & Rescue HQ)

- A. Provide and install (1) 20K758USB-SYS video badging camera in office TBD by Stafford County Fire HQ.
- B. Provide and install (1) HDP5000 FD/5121D badging printer with (1) printer ribbon YMCKK. Provide (3) additional ribbons.
- C. Provide (1) ID card printer cleaning kit (89200).
- D. Install and configure this system to the existing P2000 access control system.
- E. Train personnel on the badging station.
- F. Stafford County will provide workstation, power and desk station for this setup. All IP address and IT needs are to be provided by the Stafford County IT Department.

2.7 Chichester Building

- A. Provide and install all material listed on Pricing Schedule.
- B. Provide and install Aihpone Video Intercom set to control Main Entrance Door. Aiphone master station to be located on 2nd floor Reception Desk, intercom station to be located on Main Entrance Door.
- C. Provide and install hard wired remote release button to control Victim Services Door. Button location to be determined before installation.
- D. Utilize 120VAC power connections provided by Stafford County.
- E. All wiring for intercom door control to be run to 1st Floor Telecommunications Closet
- F. Coordinate with other Vendors to support complete project as necessary.
- G. Provide all LAN network communications (including cabling) applicable for equipment as well as the equipment necessary to establish communications
- H. Provide all Labor for installation and Checkout job coordination is complete.
- I. All employees are certified and licensed to install system.
- J. Provide operations manual with the person that signs off on the completion on the project.
- K. Clarifications & Supporting Documents:
Include professional services stamps and or permits (if applicable) for this project.

2.8 Government Center

- A. Provide and install (1) SPA1B400-2D10 control panel in data closet on the first floor, room 111. Power and data connections will be provided by the County.

- B. Provide and install (2) SPA1B200-1B10 control panels in data closet on 2nd and 3rd floor, rooms 203 and 354. Power and data connections will be provided by the County.
- C. Provide and install RP40N Access Card Readers on the following doors:
 - 1. Exterior door 142
 - 2. Exterior door 110
 - 3. Exterior door 109
 - 4. Exterior door 101
 - 5. Exterior Main Lobby Doors
 - 6. Exterior door 42
 - 7. Exterior door 90
 - 8. Exterior door to hallway 2000
 - 9. Exterior door 2011
 - 10. Exterior door west side hallway 2000
 - 11. Exterior door south side hallway 2000
 - 12. Exterior employee entrance to Stafford Department of Health on west side
 - 13. Exterior main door entrance to Stafford Department of Health on south side
 - 14. Exterior door 363
- D. Provide and install power supplies in data rooms for all panels listed above.
- E. Provide and install backup batteries in panels and power supplies.
- F. Provide and install DPS on doors listed above.
- G. Provide and install REX on the egress side of all doors listed above.
- H. Provide and install electric strikes on all doors listed above.

2.9 Server Replacement

- A. Remove existing server and panel equipment and dispose.
- B. Install new server, rack mounts and power supplies.
- C. Server Specifications:
 - P2000 Server Edition = Corporate
 - RAM = 16GB
 - Hard Disk Space = 2 TB
 - Server = Windows Server 2016
- D. Provide and install material to upgrade current P2000 security server and software.
- E. Provide and install option key for additional badging workstation. Material and labor for badging station.
- F. Stafford County will provide static IP address(s), port designation(s), rack space, UPS power, and network support during upgrade.
- G. Upgrade existing P2000 workstations to version 3.14. Current workstations located in PSB badging office, Sheriff's office, 911 Dispatch (EDNA), Human Resources and Courthouse Command Center.
- H. Stafford County will provide workstations.
- I. Stafford County will provide KVM (Keyboard, Video, Mouse) connection for server.

SECTION B – OPTIONAL WORK

2.10 Fire Station 1

- A. Provide and install (1) SPA1B200-1B10 P2000 access control panel, (1) AL600ULACM power supply, and (4) backup batteries in the data room located on the 3rd floor.
- B. Provide and install (4) Electric Strikes, (4) REX Motion, and (4) DPS at the following locations:
 - 1. Exterior Doors:
 - a) Main entrance doorway with (1) 920NTNNEK00000 HID RK40 card reader
 - b) Exterior door leading into truck bays on side with (1) 920NTNNEK00000 HID RK40 card reader
 - 2. Interior Doors:
 - a) Interior door leading into Administrative offices on the 2nd floor with (1) 921NTNNEK0002K keypad/card reader
 - b) Interior door leading into truck bays from front entrance hallway with (1) 921NTNNEK0002K keypad/card reader
- C. Utilize existing 120VAC power connections provided by Stafford County.
- D. Join access controls into P2000 system located in the Stafford County Public Safety Building (PSB) in main County complex. Stafford County will provide IP addresses and network connection to the PSB building. Stafford County will have the access control panel connected to the existing data network racks (supplied by Stafford County) located in the data closet on the 3rd floor.
- E. Stafford County will provide static IP addresses, port designations, and network connectivity support for new card access equipment.
- F. Provide programming of the new readers being installed.
- G. Test and train on new and relocated readers.

2.11 Fire Station 3

- A. Provide and install (1) SPA1B100-1A10 P2000 access control panel, (1) power supply, and (4) Backup batteries in the data room located in the IT closet in back corner or banquet room.
- B. Install (2) sets of access controls to include the following doors (the set will include Electric Strikes, Rex, Readers (920NTNNEK00000) and DPS):
 - 1. Main entrance doorway
 - 2. Exterior front door leading into truck bays
- C. Utilize existing 120VAC power connections provided by Stafford County.
- D. Join access controls into P2000 system located in the PSB in main County complex. Stafford County will provide IP addresses and network connection to the PSB building. Stafford County will have the access control panel connected to the existing data network racks (supplied by Stafford County) located in the data closet on the 3rd floor.

- E. Stafford County will provide static IP addresses, port designations, and network connectivity support for new card access equipment.
- F. Provide programming of the new readers being installed.
- G. Test and train on new and relocated readers.

2.12 Fire Station 5

- A. Provide and install (1) SPA1B200-1B10 P2000 access control panel, (1) power supply, and (4) backup batteries.
- B. Provide and install (3) Electric Strikes, (3) Rex Motion, and (3) DPS on all door access controls listed below:
 - 1. Provide and install (1) 921NTNNEK0002K card/ keypad reader on exterior door between bay 2 and 3 in front of building.
 - 2. Provide and install (2) 920NTNNEK00000 card readers on the following doors:
 - a) Back side of building exterior door leading into kitchen
 - b) Back side of building exterior door leading into quarters
- C. Stafford County will provide static IP addresses, port designations, and network connectivity support for new card access equipment.
- D. Provide programming of the new readers being installed.
- E. Test and train on new and relocated readers.

2.13 Fire Station 6

- A. Provide and install (1) SPA1B200-1B10 P2000 access control panel, (1) power supply, and (4) Backup batteries in the data room located on the 2nd floor.
- B. Provide and install (4) Electric Strikes, (4) Rex Motion, and (4) DPS on all door access controls listed below:
 - 1. Provide and install (1) 921NTNNEK0002K card/keypad reader on interior door of truck bay leading into hallway on the south wall of the truck bay.
 - 2. Provide and install (2) 920NTNNEK00000 card readers on the following doors:
 - a) East side of building exterior door
 - b) North side of building exterior door leading into hallway between the truck bays.
 - c) NW side of building exterior door leading into the truck bays
- C. Preventative Maintenance and test all connections and equipment. All current equipment deemed defective in the installation of this system is the responsibility of Stafford Fire. All doors to be access controlled must be in good working order. Quote replacements as a change order to this project.
- D. Join access controls into P2000 system located in the PSB in main County complex. Stafford County will provide IP addresses and network connection to the PSB building. Stafford County will have the access control panel connected to the existing data network racks (supplied by Stafford County) located in the data closet on the 3rd floor.
- E. Stafford County will provide static IP addresses, port designations, and network connectivity support for new card access equipment.

- F. Provide programming of the new readers being installed.
- G. Test and train on new and relocated readers.

2.14 Fire Station 7

- A. Provide and install (1) SPA1B200-1B10 P2000 access control panel, (1) power supply, and (4) Backup batteries in the data room.
- B. Install (2) sets of access controls to include the following doors (The set will include Electric Strikes, Rex, Readers (920NTNNEK00000) and DPS):
 - 1. NE corner on North side of building exterior door
 - 2. SE corner on Eastern side of building exterior door leading into the truck bays
- C. Join access controls into P2000 system located in the PSB in main County complex. Stafford County will provide IP addresses and network connection to the PSB building. Stafford County will have the access control panel connected to the existing data network racks (supplied by Stafford County) located in the data closet on the 3rd floor.
- D. Stafford County will provide static IP addresses, port designations, and network connectivity support for new card access equipment.
- E. Provide programming of the new readers being installed.
- F. Test and train on new and relocated readers.

2.15 Rescue Station 4

- A. Provide and install (1) SPA1B200-1B10 P2000 access control panel, (1) power supply, and (4) Backup batteries in the data room.
- B. Install (2) sets of access controls to include the following doors (The set will include Electric Strikes, Rex, Readers (920NTNNEK00000) and DPS):
 - 1. Ambulance Bay Door
 - 2. Rehab Bay Door
- C. Join access controls into P2000 system located in the PSB in main County complex. Stafford County will provide IP addresses and network connection to the PSB building. Stafford County will have the access control panel connected to the existing data network racks (supplied by Stafford County) located in the data closet on the 3rd floor.
- D. Stafford County will provide static IP addresses, port designations, and network connectivity support for new card access equipment.
- E. Provide programming of the new readers being installed.
- F. Test and train on new and relocated readers.

2.16 Rescue Station 8

- A. Provide and install (1) SPA1B200-1B10 P2000 access control panel, (1) power supply, and (4) Backup batteries in the data room.
- B. Install (1) sets of access controls to include the following doors (The set will include Electric Strikes, Rex, Readers (921NTNNEK0002K keypad/card reader) and DPS):

1. Ambulance Bay Door
- C. Join access controls into P2000 system located in the PSB in main County complex. Stafford County will provide IP addresses and network connection to the PSB building. Stafford County will have the access control panel connected to the existing data network racks (supplied by Stafford County) located in the data closet on the 3rd floor.
- D. Stafford County will provide static IP addresses, port designations, and network connectivity support for new card access equipment.
- E. Provide programming of the new readers being installed.
- F. Test and train on new and relocated readers.

3. BID CHECKLIST

3a. Bidders are required to include the following with their bid. Failure to provide these items **will** result in rejection of the bid.

- A. IFB Coversheet
- B. Total Base Bid, and any allowances (if applicable)
- C. Pricing Schedule (Attachment F)

3b. Bidders are requested to include the following with their bid. Failure to provide these items **may** result in rejection of the bid.

- A. Additional Terms and Conditions for Federally Funded Transactions (Attachment A)
- B. Reference List (Attachment B)
- C. Certification of Safety Violations Form (Attachment C)
- D. Small and Minority Business Data Form (Attachment D)
- E. Subcontractors List
- F. State Corporation Commission Form (Attachment E)
- G. Complete W-9 Form <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- H. Any IFB Addenda

4. BIDDER'S INSTRUCTIONS

4a. BID FORMS. Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

4b. ACCEPTANCE OF BIDS/BINDING 90 DAYS. Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

4c. BID OPENING. All bids received in response to an Invitation for Bid (IFB) will be opened at the date and time specified, and made available for inspection. The Procurement Administrator's representative assigned to open the bids will host a public bid opening via WebEx once the specified time for bid opening has arrived.

WebEx Meeting Information:

Meeting link:

<https://staffordcountyva.webex.com/staffordcountyva/j.php?MTID=m54b8623f4f86d6c818cd079b1e8ac881>

Meeting number: 132 408 0813

Password: ndJ84iV3Zjk

-or join by phone-

+1-408-418-9388 United States Toll

Access code: 132 408 0813

4d. MODIFICATION OR WITHDRAWAL OF BID.

- A. Clerical Mistake. A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith and the mistake was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
- B. Clerical and Judgement Mistake. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
- C. Notice. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

- D. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).
- E. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- F. Prior to the time and date designated for receipt of bids, any bid submitted may be modified or withdrawn by notice to the Procurement Office. Such notice shall be in writing over the signature of the bidder and shall be mailed and postmarked on or before the date and time set for receipt of bids, and it shall be so worded as not to reveal the amount of the original bid.

4e. LATE BIDS.

- A. Bids received after the date and time specified for receipt in the solicitation will not be considered.
- B. If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume. The official time used for receipt of bids is the time and date stamp clock located in the County Procurement Office. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids are received prior to the scheduled due date/time.

4f. CONDITIONAL BIDS. Conditional bids may be rejected in whole or in part.

4g. BIDS FOR ALL OR PART. The Procurement Administrator reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

4h. ERRORS IN BIDS. When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.

4i. OMISSIONS & DISCREPANCIES. Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications. If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Procurement Administrator at least seven (7) business days prior to the date set for the opening of bids.

4j. NEGOTIATION WITH RESPONSIBLE AND RESPONSIVE BIDDER. If the bid of the lowest responsive and responsible bidder exceeds the available funds for such project, then the Procurement Administrator or designee may negotiate with the apparent low bidder in order to obtain a contract price within available funding limits.

Such negotiation may include, but is not necessarily limited to:

- A. Reduction of scope, goods, services, insurance, or construction procured.
- B. Adjustment of the bid price.
- C. Substitution of materials.
- D. Changes in the period for project completion.
- E. The conditions and procedures for such negotiations shall be as set out in the Procurement Policies and Regulations Stafford County, Virginia, as last revised (“Stafford County Procurement Policy”).

Notwithstanding the foregoing, the Procurement Administrator has the right to cancel any solicitation, to reject any or all bids, even after negotiations with the low bidder and to waive any informality in bids.

4k. DEBARMENT. By submitting a bid, the bidder is certifying that he/she is not currently debarred by the State.

4l. TAX EXEMPTION. The County is exempt from the payment of any federal excise or any Virginia sales tax. Stafford County's Federal Excise Tax Exemption Number is 0001910140.

4m. PROHIBITION AGAINST UNIFORM PRICING. The Procurement Administrator encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by Stafford County Procurement Policy and VPPA. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

4n. OFFICIALS NOT TO BENEFIT. Each bidder shall certify, upon signing a bid, that to the best of their knowledge no Stafford County official or employee having official procurement responsibility as provided in Article 6 of the Stafford County Procurement Policy, or member of

their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

4o. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH. A bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Any bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this Article is granted by the County Administrator (https://cisiweb.sec.virginia.gov/z_container.aspx).

4p. W-9 FORM. Each bidder will submit a completed W-9 form with their bid. In the event of a contract award, this information is required in order to issue purchase orders and payments the bidder. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

5. OPTIONAL SITE VISIT

An optional site visit will be held on September 28, 2020 at 8:00 A.M. at Fire Station 3 located at 749 Widewater Road, Stafford. The purpose for this site visit is to allow potential bidders to visit each location and get a clear understanding of the statement of needs and requirements of this solicitation. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 9:00 A.M. Bring a copy of the solicitation with you. Any changes resulting from this site will be issued in a written addendum to the solicitation. Please be advised that individuals attending the site tours will be required to wear a mask and follow CDC guidelines. All attendees must have a picture ID.

6. OPTIONAL PRE-BID CONFERENCE

An optional Pre-Bid Conference will be held on September 29, 2020 at 10:00 A.M. at via WebEx. The purpose of this Pre-Bid Conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation, due to the importance of all bids having a clear understanding of the statement of needs and requirements of this solicitation. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

WebEx Meeting Information:

Meeting link:

<https://staffordcountyva.webex.com/staffordcountyva/j.php?MTID=m9d931f44bd16753445107002e5195014>

Meeting number: 132 828 6770

Password: A9Brb2CV8F7

-or join by phone-

+1-408-418-9388 United States Toll

Access code: 132 828 6770

Tabulations of bids received are posted on the County's website at:

<https://staffordcountyva.gov/Bids.aspx>.

7. METHOD OF PAYMENT

The Contractor will be paid on the basis of invoices submitted. Payments will be made thirty (30) days after receipt of a proper invoice or receipt of goods or services, whichever is later. The Department will have the option of paying the Contractor in less than thirty (30) days if a discount is offered for expedient payment.

Invoices shall be submitted to the following address:

Attn: Accounts Payable
Contracts Administrator
County of Stafford, Virginia
P.O. Box 339
Stafford, VA 22555

8. AWARD

8a. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

The contract will be awarded to the lowest responsive and responsible bidder.

- A. The lowest bidder shall be determined by the lowest **Total Bid Price** set forth on the first page of the IFB.
- B. A responsive bidder shall mean a bidder who has submitted a bid which conforms, in all material respects, to the bidding documents.

- C. Responsible bidder shall mean a bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
- (i) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - (ii) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - (iii) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - (iv) The quality of performance of previous contracts or services. For example, the following information will be considered:
 - 1. The administrative and consultant cost overruns incurred by County on previous contracts with bidder,
 - 2. The bidder's compliance record with contract general conditions on other projects,
 - 3. The submittal by the bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - 4. The bidder's record for completion of the work within the contract time or within contract milestones and bidder's compliance with scheduling and coordination requirements on other projects,
 - 5. The bidder's demonstrated cooperation with the County, Engineer and other contractors on previous contracts,
 - 6. Whether the work performed and materials furnished on previous contracts was in accordance with the contract documents, and
 - 7. Whether the work performed on other contracts was of high quality;
 - (v) The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services;
 - (vi) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - (vii) The quality, availability and adaptability of the goods or services to the particular use required;
 - (viii) The ability of the bidder to provide future maintenance and service for the warranty period;
 - (ix) The number and scope of the conditions attached to the bid;
 - (x) Whether the bidder is in arrears to Stafford County on debt or contract or is a defaulter on surety to Stafford County or whether the bidder's Stafford County taxes or assessments are delinquent; and
 - (xi) Such other information as may be secured by the County, having a bearing on the decision to award the contract, to include, but not limited to:
 - 1. The ability, experience and commitment of the bidder to properly and reasonably plan, schedule, coordinate and execute the work,

2. Whether the bidder has ever been debarred from bidding or found ineligible for bidding on any other projects.
- D. The purpose of the above is to enable the County, in its opinion, to select the bid which is in the best interests of the County. The ability of the low bidder to provide the required bonds will not of itself demonstrate responsibility of the bidder.
 - E. The County reserves the right to require from the bidder: (1) submissions of additional references, to include a listing of previous and current projects and (2) financial statements indicating current financial status prepared in accordance with generally accepted accounting principles, by a CPA licensed to do business in Virginia.
 - F. The County reserves the right to defer award of this Contract for a period of ninety (90) days after the due date of Bids. During this period of time, the Bidder shall guarantee the prices quoted in his bid.

9. GENERAL CONDITIONS

9a. BRAND NAME OR EQUAL ITEMS. Unless otherwise provided in the IFB, 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. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

9b. SPECIFICATIONS. When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification. The bidder must 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, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

9c. SUBCONTRACTS. No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified

herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

9d. VIRGINIA FREEDOM OF INFORMATION ACT. All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 et seq., except as provided below:

- A. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- B. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.
- C. The County reserves the right to impose restrictions over the inspection of procurement transaction records to ensure the security and integrity of the records.
- D. Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.) if the bidder has (i) invoked the protections of this section prior to or upon submission of the data or other materials, (ii) identified the data or other materials to be protected, and (iii) stated the reasons why protection is necessary. A bidder shall not designate as trade secrets or proprietary information (a) an entire bid; (b) any portion of a bid that does not contain trade secrets or proprietary information; or (c) line item prices or total bid prices.

9e. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS: A written award mailed, emailed, or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract: a. Instructions for Bidders and Attachments; b. any Special Provisions and Specifications; c. Pricing Schedule; e. Any Addenda/Amendments.

9f. TIE-BIDS: If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Procurement Administrator is authorized to award the contract to the resident Virginia tie bidder, or if there be none, and contract is for goods, then preference shall be given to the bidder whose goods contain the greatest amount of recycled content; or the Procurement Administrator may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract

bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

- 9g. DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Procurement Administrator with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
- 9h. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE.** It is the policy of the Stafford County to efforts to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- 9i. DELIVERY FOB DESTINATION.** All goods shall be delivered FOB Destination to the County Using Department, at the time and place specified in the contract documents. Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made.
- 9j. INSPECTION-ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 9k. GUARANTEES & WARRANTIES.** All guarantees and warranties required shall be furnished by the bidder and shall be delivered to the Procurement Administrator before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
- 9l. INSURANCE.** In addition to any other forms of insurance or bonds required in the Specifications, the Contractor shall provide and maintain the following insurance:
- A. **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than \$500,000 (each employee) or a maximum limit of \$1,000,000, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

- B. Automobile Liability: A minimum of \$2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- C. Comprehensive General Liability: Comprehensive General Liability insurance at a minimum \$1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and \$2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the Contract.
- D. Additional insurance provisions that apply to all Contracts include:
- (i) Additional Insured: The Stafford County Board of Supervisors, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the insurance certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."
 - (ii) Liability Insurance "Claims Made" basis: If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The contractor must either:
 - 1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the contract, or
 - 2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 - (iii) Excess or Umbrella Liability Policy: Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- E. All contractors shall provide shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against Stafford County, its officers, employees, agents and volunteers.

- F. The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.
- G. Current insurance certificates documenting compliance with these coverage requirements shall be provided to the Procurement Administrator prior to the award of any contract.

10. BIDDER REMEDIES

10a. APPEAL OF DENIAL OF WITHDRAWAL OF BID. The County Administrator or a designee shall hear appeals of protests to the Chief Financial Officer's decision for refusal to allow withdrawal of bids. The County Administrator or a designee shall provide for a hearing, the opportunity to present pertinent information and shall issue a written decision containing findings or facts. The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner. A bidder may not institute legal proceedings until all administrative remedies as set forth herein or as required by the ordinances or resolutions of Stafford County have been exhausted.

10b. APPEAL OF DETERMINATION OF NONRESPONSIBILITY.

- A. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder, shall be notified in writing by the Chief Financial Officer of (i) the results of the evaluation, (ii) disclose the factual support for the determination, and (iii) allow the apparent low bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five business days after receipt of the notice.
- B. Within ten business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The Chief Financial Officer shall issue its written determination of responsibility based on all information in the possession of the County, including any rebuttal information, within five business days of the date the County received the rebuttal information. At the same time, the Chief Financial Officer shall notify, with return receipt requested, the bidder in writing of its determination. The determination of nonresponsibility shall be final unless the bidder appeals the decision within ten days after receipt of the determination.
- C. If, upon appeal to the County Administrator or his designee, it is determined that the decision of the Chief Financial Officer, was arbitrary or capricious, or otherwise in error and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question.

- D. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

10c. PROTEST OF AWARD OR DECISION TO AWARD.

- A. Any bidder may protest the award or decision to award a contract by submitting a protest in writing to the Chief Financial Officer no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first; provided, however, that no protest shall lie for a claim that the selected bidder is not a responsible bidder. The written protest shall include the basis for the protest and the relief sought. The Chief Financial Officer shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder appeals within ten (10) days of receipt of the written decision.
- B. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Chief Financial Officer shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Chief Financial Officer may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- C. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this Paragraph shall not be affected by the fact that a protest or appeal has been filed.
- D. An award need not be delayed for the period allowed a bidder to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

11. CONTRACTUAL TERMS AND CONDITIONS

- 11a. PAYMENT.** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the

right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.

11b. PARTIAL PAYMENTS. Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

11c. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING. When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

11d. MOST FAVORED NATION. If the contractor makes a general price reduction for any material covered by the IFB to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (i) to contractor's customers generally, or (ii) in the contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The contractor will also within ten (10) days of any general price reduction notify the Procurement Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

11e. PRICE RENEGOTIATION. The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the contractor a reduction in the compensation paid to the contractor that is less than the compensation initially agreed to by the contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the contractor to an amount which the County determines to be appropriate.

11f. CONTRACT EXTENSION. The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

11g. NON-APPROPRIATION OF FUNDS. The obligations of the County to pay compensation due to the contractor pursuant to the contract or any other payment obligations under any contract awarded pursuant to this contract are subject to appropriations by the Stafford County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide contractor with written notice of non-appropriation of funds 30 days after action is completed by the Board of Supervisors, but failure to give such notice shall be of no effect and the County shall not be obligated under the contract beyond the date of termination specified in the County's written notice.

11h. TERMINATION FOR CONVENIENCE. A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Procurement Administrator determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

11i. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, the contractor fails to fulfill in a timely and proper manner its obligations under the contract, or if the contractor violates any of the covenants, agreements, or stipulations of the contract, the County shall have the right to terminate the contract. Any such termination shall be effected by mailing or delivery to the contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the contractor under the contract shall, at the option of the County, become its property and the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Termination of the contract for cause does not relieve the contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the contractor until such time as the exact amount of damages due to the County from the contractor is determined.

11j. DELIVERY/SERVICE FAILURES.

- A. In case any items are defective in material or workmanship or otherwise not in conformity with the requirements of the, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction.
- B. Items which have been rejected or required to be corrected shall be removed or, if permitted or required by the Procurement Administrator, corrected in place by and at the expense of the

contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.

- C. If the contractor fails promptly to remove such items which are required to be removed or promptly to replace or correct such items, the County may either (i) by contract amendment or otherwise, replace or correct such items and contractor shall reimburse the County, within a reasonable time specified by the Procurement Administrator, for any reasonable expense incurred in excess of the contract prices; or terminate the contract for default as provided below.
- D. Unless the contractor corrects or replaces such items within the delivery schedule, the Procurement Administrator may require the delivery of such items at a reduction in price, which is equitable under the circumstances.
- E. Acceptance or rejection of the goods shall be made as promptly as practicable after delivery, except as otherwise provided in the contract; but failure to inspect and accept or reject goods shall neither relieve the contractor from responsibility for such goods as are not in accordance with the contract requirements nor impose liability on the County. The inspection and test by the County of the goods does not relieve the contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance.

11k. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Procurement Administrator. In no case shall such assignment of contract relieve the contractor from its obligations or change the terms of the contract.

11l. PAYMENTS TO SUBCONTRACTORS.

- A. The contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the contractor by the County for work performed by any subcontractor under the contract (i) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or (ii) Notify the County and the subcontractor, in writing, of the contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- B. The contractor is obligated to pay interest to the subcontractor on all amounts owed by the contractor to the subcontractor that remain unpaid after seven days following receipt by the contractor of payment from the County for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subparagraph (ii), above. Unless otherwise

provided under the terms of the contract, interest shall accrue at the rate of one percent per month.

- C. The contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The contractor's obligation to pay an interest charge to a subcontractor pursuant to this paragraph may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
- D. All contractors, if a proprietorships, partnerships, and/or corporations, shall provide the County with its federal employer identification number, or if an individual contractor, their social security number.

11m. AUDIT OF RECORDS. The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of five (5) years after final payment. The contractor must include this requirement in all subcontracts related to the contract.

11n. GENERAL GUARANTY. Contractor agrees to:

- A. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopied composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the contractor is not the patentee, assignee, licensee or owner.
- B. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- D. Pay for all necessary permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- E. Protect the County from loss or damage any County-owned property while it is in the custody of the contractor.

11o. SERVICE CONTRACT GUARANTY. Contractor agrees to:

- A. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
- B. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- C. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.
- D. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- E. Stipulate that the presence of County staff shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the contractor for infraction thereof. County staff are not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the staff to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Procurement Administrator.

11p. INDEMNIFICATION.

- A. General Indemnification: Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against claims that may accrue or arise against the County as a result of the granting a contract, if the claim was caused by the negligence or error, or omission of the contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the claim. If, related to a claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this contract.
- B. Intellectual Property Indemnification: In addition to the General Indemnification, contractor will indemnify the County for and defend the County against third-party claims for

infringement of any valid United States patent, trademark or copyright by the contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim. In the event of a claim covered by this subparagraph, and in addition to all other obligations of contractor in this Paragraph, contractor must at its expense and within a reasonable time: (i) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (ii) modify such products, software, services or deliverables to make them non-infringing; or (iii) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing this Paragraph, however, relieves the contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- C. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- D. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the contractor. To the extent any promise or term contained in this contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this contract and of no effect.

11q. CONTRACTOR STATUS. The contractor is an independent contractor and neither the contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants, partners, or agents of the County except for such purposes as may be specifically enumerated herein, nor shall anything contained in the contract be construed to create any partnership or joint venture between the parties. The contractor is solely responsible for the employment, selection, management, and supervision of its own participants and for ensuring that its participants abide by all applicable rules for security, safety and general conduct. The contractor shall maintain exclusive control over its operations. The County will not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

11r. NON-DISCRIMINATION. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. 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.
- C. If the Contractor employs more than five employees, the contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the Contractor's employee handbook.
- D. The Contractor will include the provisions of the foregoing paragraphs A, B, and C above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

11s. DRUG FREE WORKPLACE. During the performance of a 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 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 conjunction with a specific contract awarded to a Contractor in accordance with this section, 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.

11t. IMMIGRATION REFORM AND CONTROL ACT. Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

11u. NONVISUAL ACCESS. All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract: a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means; b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts; c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement. e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

11v. CONTRACT ALTERATIONS: The contract documents set forth the entire agreement between the County and the contractor. The County and the contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the contract documents. No contract document may be amended unless in writing, signed by the parties hereto, and approved as to form by the County Attorney.

11w. CONTRACTUAL DISPUTES.

- A. Any dispute concerning a question of fact as a result of the contract shall be decided by the County Administrator, or designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or designee, shall be final and conclusive unless the contractor appeals the decision as provided in the Code of Virginia (1950, as amended). The contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or designee, fails to render such a decision within the time specified.
- B. The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator, or designee, no later than 60 days after the final payment; however, written notice of the contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the goods and/or services. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

11x. LEGAL ACTION. No bidder or potential bidder, or contractor shall institute any legal action until all statutory requirements have been met.

11y. VENUE. This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Stafford County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

12. SPECIAL TERMS AND CONDITIONS

12a. SITE WORK.

- A. Each bidder shall acquaint himself thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering; storing and placing materials and equipment, and other conditions relating to construction and labor.
- B. No plea of ignorance of conditions that exist prior to submission of bids, or may hereafter exist on the site of the work subsequent to the Notice to Proceed, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful bidder to fulfill in every detail all the requirements of the IFB documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
- C. Insofar as possible or as required by the IFB documents, the successful bidder, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the work of the County or any separate contractor.

12b. GUARANTEE OF WORK. Unless otherwise provided in the Specifications, all materials and workmanship shall be guaranteed for a period of twelve (12) months after final acceptance by the County and repairs necessary shall be made by the Contractor at his expense.

12c. LICENSES, PERMITS, AND FEES: Licenses, Permits, and Fees: All bids submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by the County or the Commonwealth of Virginia.

12d. USE OF PREMISES AND DEBRIS REMOVAL.

- A. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by the operations. The contractor shall maintain all access roads and walks clear of debris, materials and equipment during the course of the work. All streets, drives, walks, fences, trees, poles, antennae and the like where disturbed, removed or damaged shall be replaced, returned or repaired such that the facility and its appurtenances are left in the same condition after completion of the work as it was before operations began.
- B. Debris shall be disposed of by the end of every working day and not stockpiled. Beverage cans, bottles, lunch refuse, cigarette debris, etc. will not be tolerated on the job site except by immediate and proper removal of the same on a daily basis. At the completion of the work, the Contractor shall remove all waste materials and rubbish from and about the project site as well as all tools, construction equipment, machinery and surplus materials. The County does not supply trash containers for debris disposal.

12e. WORKSITE DAMAGES. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the contract shall be repaired, to the County's satisfaction, at the contractor's expense.

12f. SAFETY.

- A. It shall be required that each bid submitted to the County for a contract for construction, alteration, and/or repairs, including painting or decorating of a building, highway, street, bridge, sidewalk, culvert, sewer, excavation, grading, or any other construction, include a list of all the following actions which have become final in the three years prior to the bid submission:
 - 1. Willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan for any other public jurisdiction; or
 - 2. Three (3) or more serious construction safety violations for which the bidder was cited by the (a) United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan from any other public jurisdiction.
 - 3. Termination of a contract between the contractor and any public entity by their purchasing agent or his designee for safety violations.
- B. If the bidder has not received or been the subject of any such violations referenced in paragraph A in the three (3) years prior to the bid submission, then the bidder shall so indicate by certification on the bid form entitled Certification of Safety Violations. The bidder will also indicate on this form each state in which work was performed in the three (3) years prior to the bid submission.

- C. No bidder or contractor may bid on a County construction contract who has been the subject of any citations for the type and number of violations listed in aforementioned paragraph A, which have become final within the three (3) years prior to the bid submission.
1. Notwithstanding the language of paragraph C, above, any bidder or contractor who has been the subject of a violation, as described in paragraph A.1, which has become final in the three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria set forth in paragraph E, below.
 2. Notwithstanding the language of paragraph C, above, any bidder or contractor who has been the subject of the type and number of violations as described in paragraph A.2, which have become final within three (3) years prior to bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph E, below.
 3. Notwithstanding the language of paragraph C, above, any bidder or contractor who has previously been terminated from a public contract, as described in paragraph A.3, within three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph E, below.
- D. Prior to bidding on a project, under the provisions of paragraph C above, a contractor may request that a determination be made by the County's Chief Financial Officer, regarding their eligibility to submit a bid on a contract under the terms of this resolution. However, this request for determination and any subsequent adjudication process must be completed prior to submitting a bid on any project and the request for determination must be received by the County's Chief Financial Officer no later than twenty-one (21) days before bids are due unless otherwise stated in the Invitation to Bid. A notice of the bidder's request for determination of eligibility will be posted publicly for comments by any interested party. The bidder's request for determination of eligibility and all supporting documentation provided by the bidder to the County in support of its request shall be open to the inspection of any interested person, firm or corporation in accordance to the requirements of the Virginia Freedom of Information Act.
- E. At the request of the Procurement Administrator or designee, the County shall evaluate a contractor's eligibility. Contractors may be subject to a special audit of their safety records as required. The criteria used by the County in evaluating contractor's eligibility shall include but not be limited to the following:
1. Corrective action taken by a bidder or contractor to prevent the recurrence of safety violations.
 2. Days Away From Work Incident Rate for the past three (3) years.
 3. Summary of Work-Related Injuries and Illnesses/Incident Rate for the past three (3) years.
 4. Worker's Compensation Experience Modification Rating for the past three (3) years.
 5. Fatality record for the past five (5) years.
 6. Detailed information regarding the firm's safety program including but not limited to a Safety and Health plan and qualifications of the safety personnel.

7. Verification that management staff directly in charge of projects that experienced safety violations listed in aforementioned paragraph A will not be involved in the County project.
 8. Incorporation of safety and health related issues into their new employee orientation programs.
 9. Incorporation of work safety as a part of an employee's performance evaluation.
 10. Support of safety related matters by senior/corporate management. Does the firm have a safety policy statement signed by a member of senior/corporate management?
 11. Designation of a full time Safety Manager. Does this person report to a high level, authoritative position within the Company?
 12. Frequency and type of safety inspections conducted at work sites.
 13. The number and type of safety training programs conducted for employees.
 14. Frequency of safety "tailgate meetings" conducted by the firm.
 15. Designation of an active safety committee, frequency of their meetings and list of members of the committee.
 16. Active membership in a recognized construction safety organization.
- F. The determination of eligibility rendered by the Procurement Administrator or her designee shall be final unless it is appealed within 10 days to the County Administrator.
- G. It shall be a condition of each County construction contract, as discussed above, that no contractor or subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.
- H. The contractor awarded a County construction contract shall certify in writing that they will not knowingly, willfully, or recklessly employ or contract with any person, company, corporation, or any other entity for services pursuant to that contract if such person, company, corporation, or other entity could not have been awarded such contract due to the restrictions in paragraph C, above.
- I. The contractor shall also certify in writing that all safety related information provided in accordance with this section is complete, accurate and truthful.
- J. The failure to provide information requested pursuant to this section or the failure to conform to the certification requirements of this section shall be grounds for disqualifying a prospective bidder.
- K. The County may impose the following sanctions upon a contractor who willfully submits any false or misleading certification or information regarding material facts in connection with

submissions pursuant to this section, or willfully omits any certification or information regarding material facts. The term willful shall include intentional or reckless acts or omissions.

1. Disqualify the prospective bidder from bidding a contract;
2. Debar the contractor from bidding future contracts for a period not to exceed three years;
3. Terminate the contract awarded to the bidder after providing notice and opportunity to be heard.

[END OF INVITATION FOR BID]

**ADDITIONAL TERMS AND CONDITIONS FOR
FEDERALLY-FUNDED TRANSACTIONS**

The purchase of goods or services funded in whole or in part by the Federal Government are subject to the requirements of 2 C.F.R. §§ 200.317 – 200.326 and 2. C.F.R. Part 200, Appendix II. The contractor, vendor, or supplier (“Contractor”) is responsible for ensuring its compliance with all applicable Federal requirements. The following contract clauses shall be incorporated in any contract awarded by the Stafford County, Virginia, its governing body, officers, employees, and agents (“County”) as indicated below.

I. TERMS REQUIRED FOR ALL CONTRACTS

SUSPENSION AND DEBARMENT	
Authorizing Legislation	Executive Order 12549 (1986), Executive Order 12689 (1989), 2 C.F.R. Part 3000
Required Contracts	All Contracts

- A. The contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, contractor is required to verify that neither the Contractor, nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its respective lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT	
Authorizing Legislation	31 U.S.C. 1352, 45 C.F.R., Part 18, Appendix A
Required Contracts	All Contracts

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier shall also disclose any lobbying with non-Federal funds that takes

place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. The certificate entitled Certification Regarding Lobbying (See "Appendix B" hereto) must be completed and returned with this Agreement.

- B. Required Certification. If applicable, contractors must sign and submit to the County the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any 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.

2. 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 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROCUREMENT OF COVERED MATERIALS	
Authorizing Legislation	42 U.S.C. § 6962, Section 6002 of the Solid Waste Disposal Act
Required Contracts	All Contracts Over \$10,000

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

TERMINATION FOR CAUSE/CONVENIENCE	
Authorizing Legislation	2 C.F.R. Part 200, Appendix II (B)
Required Contracts	All Contracts

See Stafford County Purchase Order Terms and Conditions, <https://staffordcountyva.gov/DocumentCenter/View/14987/Purchase-Order-Terms-and-Conditions>

ACCESS TO RECORDS	
Authorizing Legislation	DHS Standard Terms and Conditions v.3.0 (2013)
Required Contracts	All Contracts

The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	
Authorizing Legislation	29 C.F.R. 5.5(b)
Required Contracts	All Contracts Over \$100,000 Utilizing Mechanics or Laborers (as defined in 40 U.S.C. §§ 3701)

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT	
Authorizing Legislation	40 U.S.C. § 7401-7671(q), 33 U.S.C. § 1251-1387, 29 C.F.R. § 5.5(b)
Required Contracts	All Contracts Over \$150,000

- A. Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency (EPA) Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

LEGAL/CONTRACTUAL/ADMINISTRATIVE REMEDIES FOR BREACH	
Authorizing Legislation	2 C.F.R. Part 200, Appendix II(A)
Required Contracts	All Contracts Over \$250,000

See Stafford County Purchase Order Terms and Conditions, <https://staffordcountyva.gov/DocumentCenter/View/14987/Purchase-Order-Terms-and-Conditions>

II. ADDITIONAL TERMS REQUIRED FOR CONSTRUCTION CONTRACTS

EQUAL EMPLOYMENT OPPORTUNITY	
Authorizing Legislation	2 C.F.R. PART 200 APPENDIX II(C)
Required Contracts	Required in All Construction Contracts (as defined in 41 C.F.R. § 60-1.3)

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, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any

subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT	
Authorizing Legislation	40 U.S.C. §§ 3141-3144 and 3146-3148, 29 C.F.R. Part 5; 2 C.F.R. PART 200 APPENDIX II(D)
Required Contracts	Required in Certain Construction Contracts Over \$2,000

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance (PA) Program.**

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Vendor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, Contractors are required to pay wages not less than once a week.

COPELAND ANTI-KICKBACK ACT	
Authorizing Legislation	40 U.S.C. 3145
Required Contracts	Required in All Construction Contracts Over \$2,000 (does not apply to PA grants)

- A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

III. TERMS RECOMMENDED FOR ALL CONTRACTS

CONTRACT CHANGES OR MODIFICATIONS	
Authorizing Legislation	
Recommended Contracts	All Contracts

See Stafford County Purchase Order Terms and Conditions, <https://staffordcountyva.gov/DocumentCenter/View/14987/Purchase-Order-Terms-and-Conditions>

DHS SEAL, LOGO, AND FLAGS	
Authorizing Regulation	DHS Standard Terms and Conditions: Version 8.1 (2018)
Recommended Contracts	All Contracts

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW REGULATIONS AND EXECUTIVE ORDERS	
Recommended Contracts	All Contracts

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT	
Recommended Contracts	All Contracts

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUDULENT STATEMENTS OR RELATED ACTS	
Authorizing Legislation	31 U.S.C. §§ 3729-3733
Recommended Contracts	All Contracts

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

REFERENCES

IFB# 21-019-3220SB

The Bidder/proposer is required to state, in detail, in the space provided below what work of a character similar to that included in the proposed Contract has been done, to give references and such other detailed information as will enable the County to judge his responsibility, experience, skill and financial standing. Bids or Proposals from Contractors inexperienced in this particular type of work will not be considered.

1. _____

2. _____

3. _____

4. _____

5. _____

References Continued

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Purchasing Ordinance and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. Small Business:

For the purposes of this document a small business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million.
- (c) is independently owned and operated (not subsidiary of another firm).

2. Minority Business:

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own operate, control and share in earnings of fifty one (51%) percent or more of such an enterprise.
- (b) A minority persons shall mean Black; Hispanic, Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of race or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm:	Yes _____	No _____
Small Business Firm:	Yes _____	No _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE (OFFICE): _____

IFB Number: 21-019-3220SB

Virginia State Corporation Commission (SCC) registration information.

The Offeror, _____:

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 offeror 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 offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror'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):

Authorized Signature

Date

Title