



COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2018-07
Phone System
Issue Date: June 4, 2018
Due Date: July 16, 2018 at 2 p.m. EST

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All sealed proposals shall be turned in no later than the due date and time noted above.

- All Proposals that are delivered via mail or are hand delivered must be addressed to the “Procurement Contact” listed above.
- Any Proposals sent in via facsimile, telephone, or email shall not be considered.
- Any Proposals that are turned in late will be rejected and returned unopened.

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

| | |
|--|-----------|
| ARTICLE 1 INTRODUCTION AND BACKGROUND | 3 |
| <i>1.2 Background.....</i> | <i>3</i> |
| <i>1.3 Site Inspection and Mandatory Pre-Offer Conference.</i> | <i>3</i> |
| ARTICLE 2 SCOPE OF WORK | 3 |
| <i>2.2 Specific Project Requirements</i> | <i>4</i> |
| <i>2.3 Current Network Environment, Assessment and Project Upgrades/Work.....</i> | <i>5</i> |
| <i>2.4 Gap-Fit Analysis</i> | <i>8</i> |
| <i>2.5 Definitions.....</i> | <i>8</i> |
| Article 3 Proposal Preparation and Submittal Instructions | 10 |
| <i>3.1 Proposed System.</i> | <i>10</i> |
| <i>3.2 System Support and Maintenance.</i> | <i>10</i> |
| <i>3.3 Detailed Functional and Technical Requirements Response.....</i> | <i>11</i> |
| <i>3.4 Price Proposal.</i> | <i>11</i> |
| <i>3.5 Proposal Preparation & Submission Requirements Generally.</i> | <i>11</i> |
| ARTICLE 4 ADDITIONAL INFORMATION..... | 13 |
| ARTICLE 5 AWARD OF CONTRACT | 14 |
| GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS | 15 |
| CONTRACTOR DATA SHEET | 34 |
| PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA..... | 35 |
| CERTIFICATION OF NO COLLUSION..... | 36 |
| OFFEROR STATEMENT..... | 37 |

ARTICLE 1 INTRODUCTION AND BACKGROUND

1.1 Introduction. Fluvanna County (the “County”) is seeking qualified firms to submit proposals for a County-wide enterprise Voice Over Internet Protocol (referred to herein as “VoIP” or “IP”) telephone system and all necessary or related equipment of any kind (the “System”), as well as installation, training and support and maintenance of the System (collectively with the System, referred to as the “Work”). The County desires to replace its current legacy phone systems servicing its multiple buildings and locations with a modern IP Telephony solution being the System. In doing so, the County seeks to address several challenges in the current environment, including but not limited to: (i) limited or inadequate functionality in current systems; (ii) limited or inadequate support from Contractors (including technical, hardware & software support); and (iii) difficulties in servicing old equipment (obtaining replacement parts, lack of expertise, etc.). The proposed System must address these challenges and others and must adequately plan for, select, and implement an enterprise-wide VoIP telephone System as set forth in detail in the Scope of Work. The scope of Work under this Request for Proposals (RFP) includes, but is not limited to, IP Phones and related equipment, necessary network equipment (if required), IP Phone services, software (if any), installation of the System and training on use of the System. The Offerors will also include information on the cost and scope of System maintenance and support. The System will be implemented in a scheduled rollout by building set out in the Offeror’s Proposal. The rollout for final completion of the installation of the System, full System functionality, and all System training shall be not later than two (2) years from the signing of a contract. The County will consider the timeframe for completion of the System and training in evaluating Proposals.

1.2 Background. The County is located in the central Piedmont region of Virginia, approximately one hundred eighteen miles (118) miles southwest of Washington, DC, and sixty-five (65) miles west of Richmond, Virginia. The County encompasses a land area of approximately 290 square miles, with an estimated 2012 population of 25,967. Fluvanna County is surrounded by several other local jurisdictions including the Counties of Albemarle, Louisa, Buckingham, Cumberland, and Goochland.

1.3 Site Inspection and Mandatory Pre-Offer Conference. All potential offerors MUST attend a mandatory pre-offer conference at the County Office Building located at 132 Main Street, Palmyra, Virginia 22963 on the 14 day of June 2018 at 10 a.m., where the contractors will be allowed to inspect and analyze the current environment and collect further data in determination of their ability to perform the services required. Any Procurement and technical questions shall be directed to Cyndi Toler, Purchasing Officer at ctoler@fluvannaCounty.org during the course of this solicitation. The Contractor shall be presumed to have made a reasonable inspection of the premises before the time of proposal submission and shall be held responsible for all information available through such inspections; and submission of a proposal will be a confirmation that the Contractor did make a site inspection and is aware of all conditions and business practices of the County affecting the System, System performance and price(s) submitted. The County may determine in its sole discretion that a second mandatory pre-bid conference is necessary, the date and time of any such second mandatory pre-bid conference will be disclosed in an amendment to this RFP.

ARTICLE 2 SCOPE OF WORK

2.1 Project Overview and General Requirements. The County desires to establish a contractual relationship with Offeror(s) that has products and services best suited to meets the County’s needs and for a System upgrade. Offerors should also be equipped to perform the seamless migration of hardware and equipment from the current telephone system to the new one, facilitate the transition of the County’s operations to the new System and provide training and other support services, if necessary, and provide maintenance services. The Offeror must be prepared to coordinate with and educate the County’s IT Director as well as County Officers, staff and others who need to access or use the System. The System shall be broadly defined to include the VoIP telephone system, telephone, hardware, software, cabling, telephone, technology infrastructure, support and equipment of any kind as proposed by the Offeror. The County is seeking proposals for an IP Telephony solution that is scalable for future growth. The solution must contain basic telephony functions that include but are not limited to internal and external calling, voicemail, call forwarding, call transfer, call recording,

intercom, hunt groups, IVR, and a suite of management reports. The solution must be secure and provide adequate voice quality for all calls. The County is seeking an on-premise solution and does not wish to have a hybrid or cloud-based solution. The System should be easily adapted to the County's operation without requiring new cabling or switch infrastructure except as specifically laid out in the Offer's Proposal. The Cost of the System shall include all work and materials required to make the System fully functional and also shall include all training and maintenance of the System. If the Proposal requires replacing, upgrading, modifying or using existing equipment and resources of the County, such shall be specifically stated in the Proposal and the cost thereof shall be included in the cost of the System.

The System requested shall include at minimum: IP Phones, IP telephony network equipment/telephones, IP Phone services, software (if any is required), training and on-going maintenance of the System as more specifically set forth herein. The Offeror will also be required to provide ongoing maintenance and technical support and documentation to implement System updates as they become available for at least one-year from the Date of Completion of the Work on the System, with an option at the County's discretion to renew maintenance and support for four (4) additional one-year terms. The System will be implemented in a scheduled rollout by building not to exceed two (2) years from the signing of a contract.

The chosen Offeror will coordinate migration activities with Information Technology ("IT") Director and each County Office to minimize the disruption of normal operations. The chosen Offeror will perform all of the installation, migration, implementation, and other related project work and effort for the telephone upgrade to the new System. Training and availability of Offeror personnel for user support must be planned to assure a smooth transition to a new System. The Offeror should provide recommendations for County-staffing needs, upgrades, and overall roll out schedule.

2.2 Specific Project Requirements.

- 2.2.1 **Plan.** Contractors must submit a full written plan for updating and streamlining the County's telephone system; and such shall include the costs of all products, services, labor, materials or other items being a part of, or required for, the new System (the "Project" is broadly defined to include any work, services, training, materials, equipment, installation, products, data migration, or other item being a part of or related to the new System as defined under this RFP).
- 2.2.2 **Parts and Warranty.** The Contractor is to provide all telephones, hardware, software and related equipment and materials required to implement System plan for the Project. Contractors are to deliver, install all necessary software and hardware, lead the program and data migration to the new telephone platform and to provide all necessary service and support to implement the Telephone Project. Any and all materials, products or items being a part of the Telephone Project shall be new condition and not refurbished or of a similar nature and shall come with the manufacturer's warranty which will be assigned to the County. All manufacturer's warranties for the System, or any part thereof, shall be assigned to the County. The Contractor shall warrant all work relating to the Telephone Project for at minimum a period of one (1) year from the date of final completion (the date of final completion shall be the date all work is final on the Project is paid for, approved and accepted by the County in its sole discretion) except as specifically noted in the Proposal.
- 2.2.3 **Flexibility.** Requirements defined herein for the Telephone Project are only general in nature and the County is relying on the Offerors to present a System that adequately meets the County's needs as evidence by the mandatory pre-bid conference. The System must provide a high level of flexibility in meeting the County's varied current and future telephone system requirements.
- 2.2.4 **Redundancy.** The new telephones shall have built-in redundancies (such that if one office fails calls could be routed through another or other redundancy plan in the case of a line failure). The Proposal shall describe in detail the built-in redundancies and plans in cases of failures or other outages.
- 2.2.5 **Telephone and Hardware Requirements.** Proposals requiring replacement of any existing hardware/equipment must itemize the labor and material costs of installation, migration, and support issues, such as any licensing fees, annual maintenance fees, upgrade fees, and installation costs, problem determination, problem resolution, operator training, user training, administrator training, etc. All proposals must identify strategies, procedures, and expected recovery time for dealing with any telephone failures.

- 2.2.6 **Functional Requirements.** Proposals shall address the following functional and technical requirements in all four categories- Hardware, Services, End-User and Reporting/Billing. The System must meet or exceed each criterion listed as MUST or SHOULD in the IP Phone System Requirements Document, being **Attachment E** hereto. The Contractor must address each criterion, including specific descriptions or explanations of the process, for each of the System Requirements (including those listed in Attachment E). The IP Phone System Requirements Document may be referred to herein as “**Attachment E**”.
- 2.2.7 **County and Project Staffing.** The County intends to have a part-time Project Manager through roll-out. Additional County resource planning has not been completed and will be based on the resource estimates and/or any staffing plan provided by the Offeror. The County’s anticipated involvement in the System roll out should be detailed in the Proposal.
- 2.2.8 **Migration from Current Telephones to New Telephones.** The existing telephone system must be seamlessly transferred to the new Telephones as part of the Telephone Project with no down-time of the telephone system if practicable. If the Contractor anticipates any down time, such must be specifically indicated in the Proposal (included the projected amount of down time), and all such down-time must be only during times specifically approved by the County in advance.
- 2.3 **Current Network Environment, Assessment and Project Upgrades/Work.**
- 2.3.1 **Cable Assessment.** The Project includes a cable/network assessment and the cost to test existing network cabling since the installation is expected to be “in-line” with the handset/endpoint existing between the wall jack and the computer. Proposals should include costs for any new lines/cabling being a part of the proposal; and a cost per foot or line for replacement of any cabling/wiring that fails the assessment. The Contractor will be responsible for wiring connections from the VoIP System to any communications equipment utilizing the VoIP system. Notwithstanding the foregoing, the County may opt to add or replace any cabling outside of the contract prior to installation of the System.
- 2.3.2 The Contractor will be responsible for re-termination of services from existing system to the new VoIP system.
- 2.3.3 Most Fluvanna County facilities have adequate Cat5 or better cabling in sufficient quantities from communications cabinets to the offices. However, The Courthouse (72 Main Street, Palmyra) will require the existing two pair phone cable replaced with new Cat5 or better cable run from the communications cabinet to the wall jacks. The Contractor should quote for the Courthouse cable improvements to include manpower and associated cable and termination costs.
- 2.3.4 **Network Infrastructure Assessment.** The County’s main campus (the “Palmyra Campus” which is defined to include the County’s Administrative Offices, the Health Department, the IT Office, the CSA Office, the Courthouse, the Commonwealth’s Attorney’s Office, the Commissioner’s Office, the Treasurer’s Office, the Court Services Unit, the Public Works Office, the Registrar’s Office and the Reassessment Office) network consists of several buildings interconnected to the main municipal LAN via 100/1000MB fiber or 100/1000MB CAT5E based on size of the department and data needs. Each building has 1GB internal network connectivity between end-points. The County maintains a network switching infrastructure of Cisco Catalyst and Ubiquiti switches to support and manage the environment, all County switches have Power Over Ethernet (PoE) capability. All locations with switches are also equipped with surge protection on the infrastructure racks/switch support. The County currently uses virtualization technology (Microsoft Hyper-V) to support virtual servers.
- 2.3.5 **Other Sites being a part of the System Upgrade Project.** The sites not within the Palmyra Campus include the following sites:
- Fork Union Sanitation District, 10/3 Mbps CBL
 - Parks and Recreation / Extension Office, 40 Mbps DIA
 - Pleasant Grove House, 1.5/.5 Mbps ADSL
 - County Library, 100 Mbps Fiber EPL
 - Sheriff’s Office, 40/10 Mbps CBL

- 2.3.6 The County’s current provider of ALL PRI and POTS lines described below in System Description is Century Link. The County is flexible in the approach taken to the provision of services and has a preferred delivery of PRI or SIP and would like to explore ways to consolidate and achieve benefits in improved service, reliability and/or cost savings through consolidation.
- 2.3.7 Separate from the Palmyra Campus described above, the Fluvanna County Sheriff’s Office has its own standalone PBX and phone lines that operate independently of the County’s PBX and phone lines. However, Sheriff’s Office employees can call phones on the Palmyra campus (on the other PBX) utilizing a 4-digit extension in the same way two users on the Palmyra campus would call each other. It is the desire of the County to maintain the standalone nature of each PBX in their respective locations so that the failure of one system does not affect the operation of the other.
- 2.3.8 **NOTE: The Fluvanna County E911 system IS NOT in scope of this RFP and is a separate system.**
- 2.3.9 **County Telephone System Detail Specifications.** The County of Fluvanna currently utilizes a Comdial PBX, comprising of the following components:

- Comdial Vertical Business Phone System Fx/MP5000 Mp5-bch chassis with 6 Cards
 - Bay 1 - Comdial FXISTM-16, 16 port Analog extension card
 - Bay 2 - Empty
 - Bay 3 - Comdial FXLDS-16 Digital Station Card FX/MP5000
 - Bay 4 - Comdial FXLDS-16 Digital Station Card FX/MP5000
 - Bay 5 - Comdial FXSDS-16 16-Port Small Display Digital Station Card
 - Bay 6 – Comdial FXINT – FSRV Expansion Services Card
- Comdial Vertical Business Phone System Fx/MP5000 Mp5-bch chassis with 6 Cards
 - Bay 1 - Comdial FXLST-16, 16 port Loop start card
 - Bay 2 - Comdial FXSDS-16 16-Port Small Display Digital Station Card
 - Bay 3 - Comdial FXSDS-16 16-Port Small Display Digital Station Card
 - Bay 4 - Comdial FXSDS-16 16-Port Small Display Digital Station Card
 - Bay 5 - Comdial FXSDS-16 16-Port Small Display Digital Station Card
 - Bay 6 - Comdial FXSDS-16 16-Port Small Display Digital Station Card
- Comdial Vertical Business Phone System Fx/MP5000 Mp5-bch chassis with 6 Cards
 - Bay 1 - Comdial FXSDS-16 16-Port Small Display Digital Station Card
 - Bay 2 - Comdial FXISTM-16, 16 port Analog extension card
 - Bay 3 - Empty
 - Bay 4 – Comdial Interfaceline Card
 - Bay 5 - Comdial FXNET – T1 FXII Circuit Card
 - Bay 6 – Comdial FXINT – FSRV Expansion Services Card
 - Chassis – FXSRV2-II Services Card

Comdial KeyVoice System

2.3.10 Current Phone System Description.

The County desires that the Contractor implement the System by building. Specific requirements for each department within each building will be listed as a separate line item. A map showing some of the facilities below (with current phone and fax numbers) is included as “Attachment F: Public Facilities Map”. A network diagram detailing the connectivity between these facilities will be provided at the mandatory pre-bid conference.

| ID# | DEPARMTENT/BUILDING | PHYSICAL LOCATION | NETWORK DETAILS |
|-----|-------------------------------|--------------------------------|---|
| AD | County Administration Offices | 132 Main St, Palmyra, VA 22963 | 1 Gbps municipal LAN, 40 Mbps fiber EDI (Ethernet Dedicated Internet) |

Inward dialing – PRI with 124 lines

- AD **Administrative Offices**
- AD1 25 phones
- AD2 8 D2A devices (fax/postage machine)
- AD3 2 conference call phones
- HD **Health Department**
- HD1 12 phones

| | | | |
|-----|---|---|--------------------------|
| HD2 | 3 D2A devices (fax/credit card) | | |
| IT | IT Office | | |
| IT1 | 3 Phones | | |
| IT3 | 1 conference call phone | | |
| CS | CSA Office | | |
| CS1 | 1 Phones | | |
| CS2 | 1 D2A device (fax) | | |
| CH | Courthouse | 72 Main St, Palmyra, VA 22963 | |
| CH1 | 26 phones (4 bailiff/courtroom, 9 General District Court Clerk, 13 Circuit Court Clerk) | | |
| CH2 | 3 D2A devices (fax/credit card) | | |
| CA | Commonwealth Attorney's Office | 181 Main St, Palmyra, VA 22963 | |
| CA1 | 5 Phones | | |
| CA2 | 1 D2A devices (fax) | | |
| CO | Commissioner's Office | 34 Palmyra Way, Palmyra, VA 29963 | |
| CO1 | 5 Phones | | |
| CO2 | 1 D2A device (fax) | | |
| TR | Treasurer's Office | 34 Palmyra Way, Palmyra, VA 29963 | |
| TR1 | 9 Phones | | |
| TR2 | 1 D2A device (fax) | | |
| CU | Court Services Unit | 34 Palmyra Way, Palmyra, VA 29963 | |
| CU1 | 3 Phones | | |
| CU2 | 1 D2A device (fax) | | |
| PW | Public Works Office | 197 Main St, Palmyra, VA 22963 | |
| PW1 | 6 Phones | | |
| PW2 | 1 D2A device (fax) | | |
| RG | Registrar's Office | 211 Main St, Palmyra, VA 22963 | |
| RG1 | 4 Phones | | |
| RG2 | 1 D2A devices (fax) | | |
| RE | Reassessment Office | 222 Main St, Palmyra, VA 22963 | |
| RE1 | 1 Phone | | |
| RE2 | 1 D2A device (fax) | | |
| EO | Extension Office | 5725 James Madison Hwy, Fork Union, VA 23055 | 40 Mbps fiber EPL |
| EO1 | 5 phones | | |
| EO2 | 1 D2A devices (fax) | | |
| PR | Parks & Recreation Office | 5725 James Madison Hwy, Fork Union, VA 23055 | 40 Mbps fiber EPL |
| | Inward dialing – POTS, 2 extensions and 1 fax | | |
| PR1 | 2 Phones | | |
| PR2 | 1 D2A device (fax) | | |
| FU | FUSD Office | 15704 West River Rd, Fork Union, VA 23055 | 10/3 Mbps Cable |
| | Inward dialing – POTS, 2 extensions and 1 fax | | |
| FU1 | 2 Phones | | |
| FU2 | 1 D2A devices (fax) | | |
| LB | Library | 214 Commons Blvd, Palmyra, VA 22963 | 1 Gbps fiber DIA |
| | Inward dialing – POTS, 2 extensions and 1 fax | | |
| LB1 | 4 Phones | | |

LB2 1 D2A devices (fax)

PG Pleasant Grove House 271 Pleasant Grove Dr, Palmyra, VA 1.5 Mbps ADSL
22963

Inward dialing – POTS, 2 extensions and 1 DSL fax

PG1 5 Phones

PG2 1 D2A device (fax)

SO Sheriff's Office 160 Commons Blvd, Palmyra, VA 1Gbps fiber DIA
22963 PtP 1.54 Mbps T1
circuit to 132 Main
St

Inward dialing – 8 POTS, 10 lines PRI through T1 circuit from Palmyra Main campus to support 40 extensions and handsets.

SO1 43 Phones

SO2 5 D2A devices (fax)

2.4 Gap-Fit Analysis. **As part of the Proposal, the Contractor will analyze the Functional and Technical Requirements set forth in Section 2.2.6 and provide a detailed explanation, demonstrating how it intends to address each requirement. This gap-fit analysis will identify areas where the County may be required to change existing business processes to accommodate system functionality.** The County expects that The Contractor must review business and technical requirements with County staff at the mandatory pre-bid conference(s) so the Contractor can conduct the gap-fit analysis. The Contractor will review and confirm all requirements and update the requirements list with any necessary changes after such Pre-Bid Conference to ensure the Contractor understands all business and technical requirements. Then information gained at the pre-bid conference must be used by the Contractor in its Proposal to define Project expectations and specific any challenges involved in the system roll-out. The Proposal should clearly identify how the Contractor intends to address its specific system needs and determine if any additional resources are needed.

2.5 **Definitions.** Phones must have the following minimum features:

| Term | Definition |
|--------------------------------|--|
| Announcement Line | A phone number that is not tied to a physical extension, and simply plays a recorded message (e.g. job line) |
| Auto-Attendant | A process that answers calls to a Hunt Group, DID, or extension and provides an interactive menu of options for the caller |
| Auto-Dial | A process where an extension automatically calls another extension or phone number when the handset is picked up |
| Busy Redial | A process that allows an extension to repeatedly call another extension or phone number at regular intervals until it does not receive a busy signal |
| Call Flow | A process that controls what happens with an incoming call (e.g. calls that ring an extension or Hunt Group that do not get answered after 4 rings go to voicemail/auto-attendant) |
| Call Forwarding | The ability to present forward a call to another extension or phone number |
| Call Queue | A process by which, when all extensions in a hunt group or DID are busy, the system will place the caller in a queue to wait for the next available extension |
| Call Waiting | The ability to place a call on hold and take an incoming call |
| Digital to Analog (D2A) device | A device that allows an analog device to use an IP line |
| Day/Night Mode | A feature that turns off the Hunt Groups at a certain time and presents a separate call flow |

| | |
|----------------------------------|---|
| Direct Inward Dialing (DID) | A single phone number that rings into the County system to a single extension |
| Do Not Disturb (DND) | A feature that prevents an extension from ringing; the call will follow the call flow designed for the extension |
| Extension monitoring | The ability for one extension to see whether another extension is currently on the line |
| Failover | A process which calls a backup number when an extension is not available, either through phone or network failure |
| Follow me | A process by which an incoming call is rolled to another extension or phone number after a certain number of rings or time segment (e.g. an incoming call to an extension will call a user-specified cell phone number after the main extension does not answer for 20 seconds); failed calls should go to the original extension's voicemail |
| Hunt Group | A single phone number that can ring multiple extensions. Each department may have multiple Hunt Groups depending on their configuration |
| Interactive Voice Response (IVR) | A process where a caller can use the phone keypad or verbal inputs to respond to or make selections in the phone system |
| On demand Call recording | The ability to press a button or sequence of buttons to allow the recording of certain phone calls |
| Paging | The ability to page through to a set of IP handsets using the in-built speaker phones |
| Soft phone | A program that runs on a computer or mobile device that simulates a phone extension |
| Speed Dial | A process that allows a sequence of buttons to call another phone number |

Any additional features of the System should be defined in the Proposal.

2.6 Training Plan. As part of the Project, the selected Contractor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

1. The role and responsibility of the Contractor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end-users).
2. The role and responsibility of the County staff in the design and implementation of the training plan.
3. Overview of proposed training plan/strategy, including options for on-site and/or off-site training services, for the core project team, end-users, and technology personnel.
4. Proposed training schedule for County personnel. This must include at least 3 training sessions on different days for general staff.
5. Descriptions of proposed training plan.
7. Detailed description of system documentation and resources that will be included as part of the training by the Contractor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, telephone support/customer service, help desk support, user group community resources, and others as available.

It is the County's intention that the selected Contractor will coordinate the training of County personnel in the use of System. Documentation, including training manuals and agendas, will be provided by the offeror before each training session with County staff.

2.7 System Documentation. As part of the Project, the selected Contractor will develop and provide documentation that describes the features and functions of the System. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected Contractor shall provide documentation in electronic form. Specific elements of documentation, which must be available with the

System, include operations and technical manuals (on-line only is adequate), and technical mapping of the Telephones and how they interrelate.

Article 3 Proposal Preparation and Submittal Instructions

3.1 Proposed System.

The Proposal should include a textual description of the proposed System for providing the services described in Article 2, Scope of Work. This section must include a summary description of the System's capabilities to meet the requirements set forth in this RFP, Article 2, and specifically Section 2.2.6 (and Attachment E). The purpose of this summary is to ensure the County has a high-level understanding of the proposed system. The narrative should be written for an audience of the end-user community.

Additionally, this section must also more specifically address the following:

- What is the product name and version/level being supplied?
- List available phones and include price list.
- Include any warranty information for phones. If not, give a list of supported phone Contractors and models, and briefly explain the commissioning process for phones.
- Must phones be provided through the Contractor and only through the Contractor?
- How often is the software for the phone system upgraded? What is the cost of the upgrade(s)?
- Does the product require specialized equipment? If so, please include specifications and procurement options/sources and pricing.
- How and where is voicemail stored? How is it secured? What is the maximum storage capacity per user, and what is the maximum storage capacity of the system?
- How and where are recorded calls stored? How are the calls retrieved? How are they secured? What is the maximum storage capacity per user?
- Provide screen shots of administrative interface.
- Provide screen shots of end-user interface.
- Provide sample reports for departmental usage, billing invoices, and call queue reports.
- Ability to customize billing. Options to receive invoices by location or department. Would we have online billing options?
- Would we have a billing team assigned specifically to the County? What would our level of billing support look like?
- Does your solution provide for monitoring an extension (no parties can hear), coaching an extension (only the extension can hear you), or "barging in" on a call (all parties can hear)?
- Describe the software licensing model and projected up front licenses fees as well as any annual software assurance or license costs.
- Provide a schedule of costs for long distance, including what areas, if any, are free.
- What is the maximum number of incoming calls supported?

Marketing materials should not be submitted on the proposed functionality.

Offerors shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current County technical environment, staffing, project management approach, and County resources available during roll-out and support phases.

3.2 System Support and Maintenance.

The Proposal should include a textual description of the support available for the proposed System. This section must include a summary description of the support System's operations and capabilities and any potential limitations. The purpose of this summary is to ensure the County has a high-level understanding of the support process. The narrative should be written for an audience of the end-user community.

This section must also more specifically address the following:

- What is your total downtime for the past 1 year? 2 Years?
- What are your technical support hours?
- Do you provide a Service Level Agreement? Please summarize and include.

- What is your average resolution time for incidents, events, and problems? Marketing materials should not be submitted on the system support.

Offerors shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current County technical environment, staffing, project management approach, and County resources available during roll-out and support phases.

3.3 Detailed Functional and Technical Requirements Response.

The Proposal should include a textual description of the Contractor’s capability to provide the County’s requirements set forth in Section 2.2.6, Functional and Technical Requirements. This shall include a completed requirements matrix aligned with the specific requirements set forth in **Attachment E: IP Phone Systems Requirements Document**. The electronic version of this form shall accompany this proposal document and will be issued in Microsoft Excel format as **Attachment E**. Responses shall be provided utilizing the indicators in Table A below. Additional comments may be added in the “Description of Contractor Solution” column.

When providing responses to the requirements set forth in Section 2.2.6, offerors shall use the response indicators contained in the following table. This table can also be found in **Attachment E: IP Phone Systems Requirements Document.xlsx** on the “Contractor Submission TAB”.

| Table A: Requirements Response Indicators | |
|--|---|
| Indicator | Definition |
| Y | Feature/Function is included in the proposed system. |
| C | Feature/Function is not included in the proposed system. However, this feature can be provided with custom modifications. |
| T | Feature/Function is included in the proposed system via integration with a third-party system. |
| N | Feature/Function cannot be provided. |

If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the offeror shall indicate the cost and details of such a modification. If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the offeror shall identify this third-party system and include a cost proposal to secure this system.

3.4 Price Proposal.

The Proposal must include cost consisting of three sections:

1. The completed Cost Proposal Worksheet as contained in **Attachment G**. Offerors shall not modify the worksheets in any way. Contractors shall provide the completed cost worksheets in Microsoft Excel format;
2. The offeror’s standard travel and expense policy, if applicable; and
3. The annual cost of maintenance.

Any travel expenses of any kind must be specific identified in the fee proposal. No administrative fees of any kind for clerical, copying or related work may be charged. In the event that any services or Project Agreement under the contract resulting from this RFP should require the purchase of any materials or equipment, such shall be at cost without mark-up of any kind.

3.5 Proposal Preparation & Submission Requirements Generally.

3.5.1 General Requirements

- 3.5.1.1 RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and three (3) copies of each proposal, along with one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick, must be submitted to the Issuing Department as stated on page one (1) of this Request for Proposal. The Offeror shall make no other distribution of the proposal.

- 3.5.1.2 An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the Issuing Department requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 3.5.1.3 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 3.5.1.4 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Statement of Needs described.
- 3.5.1.5 Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.
- 3.5.1.6 Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP will belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia specifically and in accordance with applicable law at the time the data or other material is submitted. The County reserves the right to ask for additional clarification prior to establishing protection.
- 3.5.1.7 The County will not be responsible for any expenses incurred by the Offeror in preparing and submitting a proposal.
- 3.5.1.8 Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation unless specified by the County. The Issuing Department will schedule the time and location of these presentations. Oral presentations are an option that may or may not be utilized.
- 3.5.1.9 All proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 64 of the General Conditions and Instructions to Bidders/Offerors. Use the form on page 47 to provide your State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with your proposal submission may result in rejection of your proposal.
- 3.5.2 **SPECIFIC PROPOSAL REQUIREMENTS.** Proposals should be as thorough and detailed as possible so that the Owner may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 3.5.2.1 **Certification.** Certification page and the return of this completed RFP inclusive of all required forms and any Addenda, signed and completed.
- 3.5.2.2 **Organization Chart.** Organization chart depicting key personnel proposed for the contract by assigned area(s) of responsibility, resumes, corporate affiliation and job title. Include the name, qualifications, resumes and experience of the Project Manager proposed to handle this project. Include the same for additional personnel who may handle other aspects of the appraisal related services.
- 3.5.2.3 **Approach to Completion.** A written narrative detailing the approach to completing the Project including a timeline for competition/rollout. The Offeror shall outline all additional responsibilities it expects the County to assume related to the System upgrade.
- 3.5.2.4 **Timeline**
- 3.5.2.4.1 Offerors must be able to meet the 2-year deadline for completion of the Project or indicate specifically a deviation therefrom.
- 3.5.2.4.2 Estimated timelines or not to exceed times for roll out should be included.
- 3.5.2.5 **References.** Offeror shall include a list of a minimum of three references, for similar Projects only, who could attest to the Offeror’s knowledge, quality of work/products, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, addresses, email addresses, contact persons, and phone numbers of all references. Offerors shall list as references all public bodies or state agencies of the Commonwealth of Virginia, including all departments or agencies thereof, including a point of contact, a summary of the work provided for such public body and the timeframe such services were rendered.
- 3.5.2.6 **Forms:**
- 3.5.2.6.1 All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
- 3.5.2.6.1.1 Certificate of No Collusion
- 3.5.2.6.1.2 Offeror Statement
- 3.5.2.6.1.3 Proof of Authority to Transact Business in Virginia
- 3.5.2.6.1.4 Contractor Data Sheet
- 3.5.2.6.2 The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- 3.5.3 **EVALUATION CRITERIA.** An Evaluation Committee will evaluate the proposals using the following criteria.

| Criteria | Description | Maximum Score |
|------------------------|---|-------------------|
| Functional & Technical | A clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firm’s plan for accomplishing the requested services | 40 points |
| Experience | This criterion considers (1) the offeror’s past performance on any County contracts, (2) the results of reference checks, and (3) the offeror’s experience in providing the services solicited by this RFP as set forth in the offeror’s response | 20 points |
| Initial Cost | Phone types presented as well as the reasonableness of initial equipment pricing | 20 points |
| Ongoing Costs | The cost of ongoing maintenance and service | 20 points |
| | TOTAL POSSIBLE POINTS: | 100 POINTS |

ARTICLE 4 ADDITIONAL INFORMATION.

- 4.1. Any inquiries or requests for clarification or additional information must be delivered in writing (via email) to the County no later than June 28, 2018 by 2:00pm to the Procurement contact above.
- 4.2. All inquiries will be answered via an addendum, posted to eVA and the County website.

ARTICLE 5 AWARD OF CONTRACT

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including fees, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offeror(s) so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to those Offerors. The County may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D), Code of Virginia). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

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

Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the services identified herein. The County may choose not to award a contract under this RFP.

ATTACHMENT A: CONTRACTOR DATA SHEET

ATTACHMENT B: PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

ATTACHMENT C: CERTIFICATION OF NO COLLUSION

ATTACHMENT D: OFFEROR STATEMENT

ATTACHMENT E: IP PHONE SYSTEM REQUIREMENTS DOCUMENT (Excel format)

ATTACHMENT F: PUBLIC FACILITIES MAP

ATTACHMENT G: COST WORKSHEET (Excel format)

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

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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

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

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code § 2.2-4301 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
 - a. **Bid/Proposal:** The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
 - b. **Bidder/Offeror/Contractor:** Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Contractor”.
 - c. **Contract:** Any contract to which the County will be a party.
 - d. **Contractor:** Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
 - e. **County:** The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
 - f. **County Administrator:** The Fluvanna County Administrator.

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

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any

purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

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

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Minority Business Enterprise. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
 - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;

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

9. WITHDRAWAL OF BIDS:

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

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

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.

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

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

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

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

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. ACCEPTANCE OF BIDS: Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

13. COMPLETENESS: To be responsive, a Bid must include all information required by the Solicitation.

- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or Contractors submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;

- d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

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

SPECIFICATIONS

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

24. BRAND NAME OR EQUAL ITEMS: Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. CONDITION OF ITEMS: Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

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

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

30. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

- 31. QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.
- 32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA CONTRACTORS:**
- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, Contractors or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, Contractors, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
 - b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
 - c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
 - d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.
- 33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

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

would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

- 35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
- 36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.
- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.
- 38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- 39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

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

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

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

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

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

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

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

- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.

- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.

- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.

- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or

Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.

- b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract

related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

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

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

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.
- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Contractor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by

written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract

cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;

- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract (“cooperative procurement”). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;

- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

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

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of

the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

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

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the

Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

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

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

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

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

CONTRACTOR DATA SHEET

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

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

2. Contractor's Primary Contact:
Name: _____ Phone: _____

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

4. Contractor Information:
FIN or FEI Number: _____ If Company, Corporation, or Partnership

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

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

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

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

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

I certify the accuracy of this information.
Signed: _____ Title: _____ Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

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

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

FLUVANNA COUNTY, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

& 18.2-498.4. Duty to provide certified statement:

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A, above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

a false statement shall be guilty of a Class 6 felony. (1980, c.472)

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

OFFEROR STATEMENT

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this invitation for Bid and hereby submits this bid pursuant to such instructions and instructions.

Type or Print Name & Title of Authorized Person

Signature of Authorized Person Submitting This Bid

Date

SUBSCRIBED AND SWORN to before me by the above named

_____ on the ____ day of _____, 2013

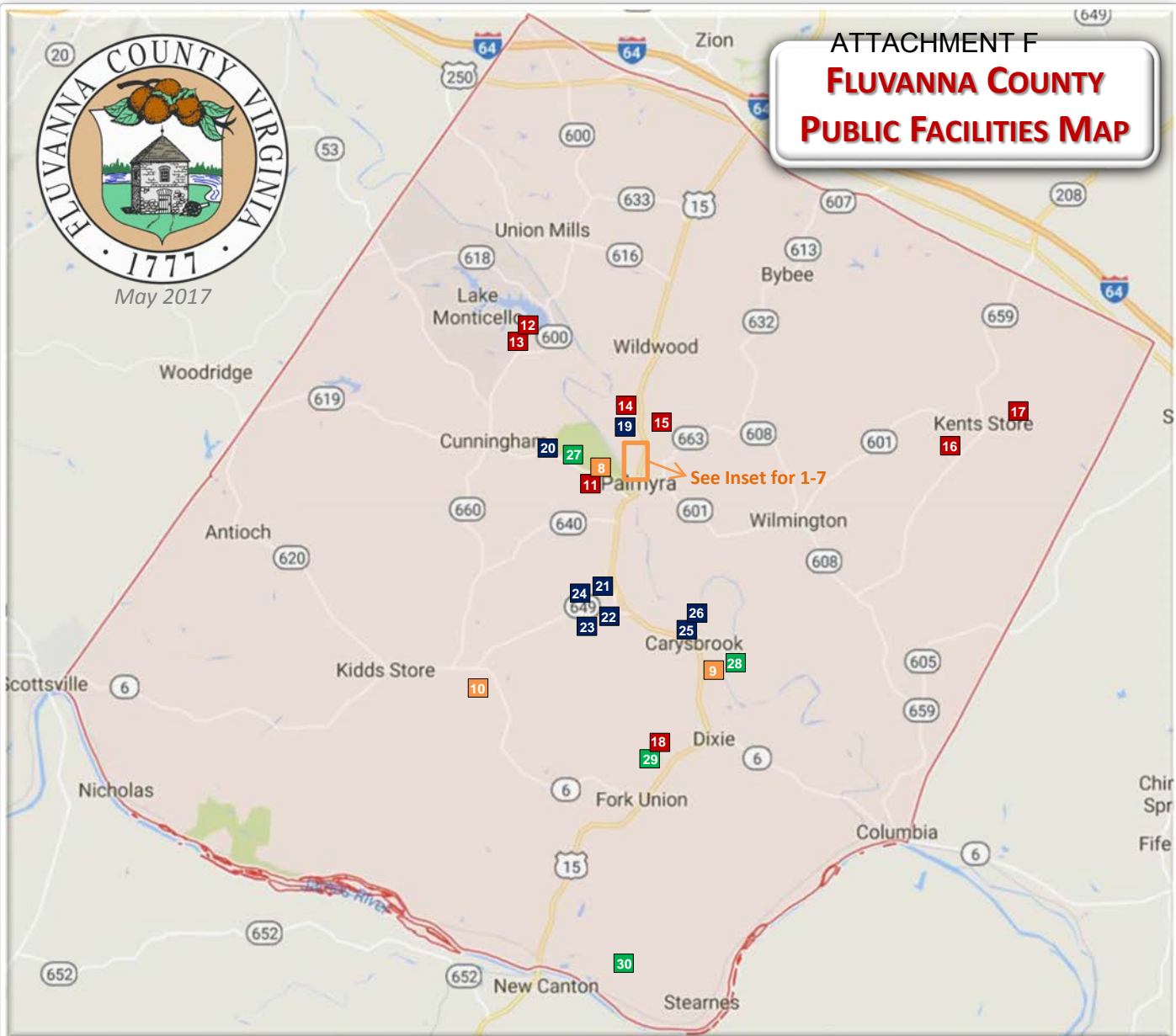
Notary Public in and for the State of _____

My commission expires: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION



ATTACHMENT F
FLUVANNA COUNTY
PUBLIC FACILITIES MAP



COUNTY GOVERNMENT

- 1 Fluvanna County Courthouse
- 2 County Administration
- 3 Historic Courthouse
- 4 Commissioner of the Revenue
- 4 Treasurer
- 5 Voter Registrar
- 6 Public Works
- 7 Commonwealth's Attorney
- 8 Library
- 9 Social Services
- 10 Convenience Center

PUBLIC SAFETY

- 11 Sheriff's Office
- 12 Lake Monticello Fire
- 13 LM Rescue & Water Rescue
- 14 Palmyra Fire Station
- 15 Palmyra Rescue
- 16 Kents Store Fire Station
- 17 Kents Store Rescue
- 18 Fork Union Fire Station

SCHOOLS

- 19 School Board Office
- 20 Fluvanna County High School
- 21 Fluvanna Middle School
- 22 Central Elementary
- 23 West Central Primary
- 24 Abrams Academy
- 25 Carysbrook Elementary
- 26 Maintenance Bldg & Bus Garage

PARKS & RECREATION

- 27 Pleasant Grove Park
- 28 Carysbrook Athletic Complex
- 29 Fork Union Community Center
- 30 Bremo Ballfield & Picnic Area

Palmyra Inset

ATTACHMENT **N** 



Historic Palmyra is located along U.S. Route 15, north of its intersection with State Route 53 and the Rivanna River bridge.

| COUNTY GOVERNMENT | | | |
|-------------------------------|---------------------------------------|--|----------|
| | Address | Phone (434) | |
| 1 | Fluvanna County Courthouse (Circuit) | 72 Main Street, Palmyra, VA 22963 | 591-1970 |
| 1 | Fluvanna County Courthouse (District) | 72 Main Street, Palmyra, VA 22963 | 591-1980 |
| 2 | County Administration Building | 132 Main Street, Palmyra, VA 22963 | 591-1910 |
| 3 | Historic Courthouse | 35 Court Square, Palmyra, VA 22963 | 591-1910 |
| 4 | Commissioner of the Revenue | 34 Palmyra Way, Palmyra, VA 22963 | 591-1940 |
| 4 | Treasurer | 34 Palmyra Way, Palmyra, VA 22963 | 591-1945 |
| 5 | Voter Registrar | 181 Main Street, Palmyra, VA 22963 | 589-3593 |
| 6 | Public Works | 197 Main Street, Palmyra, VA 22963 | 591-1925 |
| 7 | Commonwealth's Attorney | 181 Main Street, Palmyra, VA 22963 | 591-1985 |
| 8 | Library | 214 Commons Blvd., Palmyra, VA 22963 | 589-1400 |
| 9 | Social Services | 8880B James Madison Hwy., Fork Union, VA 23055 | 842-8221 |
| 10 | Convenience Center | 11206 W. River Road, Fork Union, VA 23055 | 842-3198 |
| PUBLIC SAFETY | | | |
| 11 | Sheriff's Office | 160 Commons Blvd., Palmyra, VA 22963 | 589-8211 |
| 12 | Lake Monticello Fire | 10 Slice Road, Palmyra, VA 22963 | 589-5650 |
| 13 | Lake Monticello Rescue | 14 Slice Road, Palmyra, VA 22963 | 589-4108 |
| 14 | Palmyra Fire Station | 14567 James Madison Hwy., Palmyra, VA 22963 | 589-5777 |
| 15 | Palmyra Rescue | 90 Rescue Lane, Palmyra, VA 22963 | 589-9659 |
| 16 | Kents Store Fire Station | 51 Kents Store Way, Kents Store, VA 23084 | 589-9584 |
| 17 | Kents Store Rescue | 4652 Cedar Lane Road, Kents Store, VA 23084 | 589-8200 |
| 18 | Fork Union Fire Station | 5753 James Madison Hwy, Fork Union, VA 23055 | 842-5302 |
| SCHOOLS | | | |
| 19 | School Board Office | 14455 James Madison Hwy., Palmyra, VA 22963 | 589-8208 |
| 20 | Fluvanna County High School | 1918 Thomas Jefferson Pkwy., Palmyra, VA 22963 | 589-3666 |
| 21 | Fluvanna Middle School | 3717 Central Plains Road, Palmyra, VA 22963 | 510-1000 |
| 22 | Central Elementary | 3340 Central Plains Road, Palmyra, VA 22963 | 589-8318 |
| 23 | West Central Primary | 3340 Central Plains Road, Palmyra, VA 22963 | 510-1016 |
| 24 | Abrams Academy | 3395 Central Plains Road, Palmyra, VA 22963 | 510-1008 |
| 25 | Carysbrook Elementary | 9172 James Madison Hwy., Fork Union, VA 23055 | 842-1241 |
| 26 | Maintenance Building/Bus Garage | 131 Carysbrook Road, Fork Union, VA 23055 | 842-3379 |
| PARKS & RECREATION | | | |
| 27 | Pleasant Grove Park | 271 Pleasant Grove Drive, Palmyra, VA 22963 | 589-2016 |
| 28 | Carysbrook Athletic Complex | 8878 James Madison Hwy., Fork Union, VA 23055 | 842-3150 |
| 29 | Fork Union Community Center | 5725 James Madison Hwy., Fork Union, VA 23055 | 842-3150 |
| 30 | Bremo Ballfield & Picnic Area | 1694 Bremo Road, Bremo Bluff, VA, VA 23022 | 842-3150 |