

# REQUEST FOR PROPOSAL (RFP)



Issue Date: November 17, 2023

RFP# 2024-RFP-4121211

Title: Right of Way / Landscaping and Mowing

Issuing Agency: County of Albemarle  
Purchasing Office  
401 McIntire Road, Room 248  
Charlottesville, VA 22902

Period of Contract: One (1) year from date of final execution with an option for an additional four (4) one (1) year renewals.

Sealed Proposals will be received until **11:00 a.m. ET. on December 12, 2023** for furnishing the goods/services described herein. Proposals received after the announced time and date for receipt will remain unopened. **No telephoned or faxed proposals will be considered.**

The face of the envelope or shipping container shall be clearly marked in the lower left-hand corner as follows:

RFP#:	2024-RFP-4121211
TITLE:	Right of Way / Landscaping and Mowing
PROPOSAL DUE:	December 12, 2023 at 11:00 am ET

All Inquiries for Information Should Submitted in Writing and Be Directed To: Lisa Thomas (Buyer), at [LTHOMAS3@ALBEMARLE.ORG](mailto:LTHOMAS3@ALBEMARLE.ORG) AND CC TO [RFQ@ALBEMARLE.ORG](mailto:RFQ@ALBEMARLE.ORG)

**Proposals should be submitted electronically by the stated due date and time, through the [Albemarle County Procurement Intake Form](#) on the Albemarle County Procurement Solicitations Page: <https://www.albemarle.org/government/finance/procurement/solicitations>.**

Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled Vendor/Contractor Bids or Proposals Only. Proposals may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped/mailed, or hand delivered directly to the issuing agency shown above.

**PRE-PROPOSAL CONFERENCE:** An optional virtual (link below) preproposal conference will be held on December 1, 2023 at 11:00 a.m. ET.

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 298 796 436 876

Passcode: bvf3A

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 540-613-8851,630289314#](#) United States, Roanoke

Phone Conference ID: 630 289 314#

[Find a local number](#) | [Reset PIN](#)

In compliance with this request for proposal and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature In Ink)

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

(Please Print)

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

Virginia Contractor License No. \_\_\_\_\_

**I have the authority to bind the corporation.**

Class: \_\_\_\_\_ Specialty Codes: \_\_\_\_\_

SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS:  YES;  NO  
*IF YES* ⇒⇒  SMALL;  WOMAN;  MINORITY;  SERVICE-DISABLED VETERAN-OWNED

*This public body does not discriminate against faith-based organizations in accordance with the Virginia Code § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.*

**TABLE OF CONTENTS FOR RFP# 2024-RFP-4121211**

	PAGE
I. <u>PURPOSE</u>	3
II. <u>BACKGROUND</u>	3
III. <u>PROCUREMENT SCHEDULE AND TERM OF ANTICIPATED CONTRACT</u>	3
IV. <u>COMPETITION INTENDED</u>	3
V. <u>STATEMENT OF NEEDS</u>	3
VI. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	8
VII. <u>EVALUATION AND AWARD CRITERIA</u>	11
VIII. <u>REPORTING AND DELIVERY INSTRUCTIONS</u>	11
IX. <u>PRE-PROPOSAL CONFERENCE</u>	11
X. <u>GENERAL TERMS AND CONDITIONS</u>	12
XI. <u>SPECIFIC TERMS AND CONDITIONS</u>	19
XII. <u>METHOD OF PAYMENT</u>	21
XIII. <u>PRICING SCHEDULE</u>	21
XIV. <u>ATTACHMENTS</u>	21

- I. PURPOSE: The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation to provide landscaping and mowing services along the right of ways in the County of Albemarle.
- II. BACKGROUND: Albemarle County is approximately 720 sq miles and contains hundreds of miles of roads. VDOT is the primary service provider maintaining vegetation along the roadways, keeping vegetation at levels to meet clear zone and sight distance requirements, protecting traveled roadway assets, and ensuring efficient management of woody vegetation within the right of way. Typical VDOT service is no more than four cycles annually.

Albemarle County augments VDOT on the entrance corridors to the City of Charlottesville, maintaining the right of way on a shorter interval between services. To control grass growth, Albemarle County has increased cycles along select entrance corridors to keep grass at a uniform height throughout the growing season.

- III. PROCUREMENT SCHEDULE AND TERM OF ANTICIPATED CONTRACT: One year from date of final execution with an option for an additional four (4) one (1) year renewals.
- IV. COMPETITION INTENDED: It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set for receipt of offers. Offerors may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The County will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Offeror to acknowledge all addenda by signing and returning a copy of all addenda with the offer submission or by separate acknowledgement of each addendum by number and date, in writing. Offerors are advised to contact this office to confirm the number of addenda five (5) days before the date established for offer due date. All addenda will be issued by not later than five (5) days prior to offer due date.

V. STATEMENT OF NEEDS:

A. **GENERAL REQUIREMENTS**:

1. The Contractor shall provide all labor, equipment, fuel, tools, materials, supervision, and incidentals necessary to provide the timely, safe, and effective execution of the work detailed in this solicitation. Bids are to be inclusive of all costs associated with the work detailed in this scope.
2. Personnel Training
  - a. All contract employees that will work within VDOT Right of Ways shall have completed Intermediate Work Zone certification.
  - b. Any contractor using chemicals must be a Certified Pesticide Applicator with the Virginia Department of Agriculture and consumer Services.
  - c. **Contractor must submit Certifications upon award of contract.**
3. The contract season will typically begin on March 1<sup>st</sup> and end on November 30<sup>th</sup> during the respective year, including edging during the month of March and mowing during the months of April through November. Climatic and growing conditions during a specific mowing season may dictate an adjustment, by the County, to the stated beginning and ending dates.

4. The frequency at which an event shall occur is detailed in the **Pricing Schedules, Schedule A for Mowing and Schedule B for Landscaping**. The Contractor will be paid based on the number of services performed, even if the total amount of such compensation differs from the total shown in the Pricing Schedule. Climatic and growing conditions during a specific season may require, as determined by the County, the frequency to be decreased or increased. The Contractor will be compensated, per event, at the unit price indicated in the Pricing Schedule.
5. The Contractor's personnel shall remove vegetation debris from the travel roadways, gutter pans, sidewalks, and drainage structures after each event.
6. Contractor's equipment shall meet OSHA and VOSHA standards.
7. All work shall be performed during daylight hours. "Daylight" hours shall be defined, for the purposes of this solicitation, as being from one hour after sun rise until one hour before sun set (per published schedules) Monday through Saturday unless otherwise authorized, on a case-by-case basis, by the Contract Administrator. No work shall be permitted along medians and sidewalks on Sunday, major holidays, and the day following a major holiday. Major holidays include: MLK Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas, and New Years.
8. During the execution of work, the Contract administrator will have the authority to suspend the work fully or in part due to failure of the Contractor to correct conditions unsafe for the workmen and/or general public, for failure to carry out orders for such period, and as he may deem necessary due to unsuitable weather, conditions unsuitable for the execution of work, or for any other conditions or reasons deemed to be in the public's best interest.
9. All work shall be performed according to the standard of industry and to the complete satisfaction of the Contract Administrator.
10. The Contractor shall be responsible for the conduct of all personnel while on the job site.
11. The Contractor shall provide all personnel with safety supplies and equipment, which shall include, but are not limited to: Safety hard hats, reflective vests, gloves, safety glasses, and hearing protection. The Contractor shall ensure that all personnel wear the appropriate safety clothing and use appropriate safety supplies and equipment while on the job site in accordance with OSHA regulations.
12. While working in VDOT rights of way (roads, medians, sidewalks, etc.) the Contractor shall be responsible for all signage and other traffic control measures and shall comply with the *Manual on Uniform Traffic Control Devices (MUTCD)* and the *Work Area Protection Manual* and all updates and revisions. The contractor shall be responsible for furnishing all signs, sign stands, flags, cones, and other items necessary for traffic control. The contractor shall remove all traffic control items at the end of each day's work.
13. Any work that will require lane closure or encroachment of the right of way shall be scheduled with VDOT via the Lane Closure Advisory Management System (LCAMS) a minimum of one week prior to execution. Contractor shall be responsible for requesting access from VDOT and scheduling work in LCAMS. Work that requires lane closure is subject to VDOT Allowable Work Hours.
14. The County of Albemarle will maintain Land Use Permits for all right-of-way areas covered under this scope. Contractors must carry a current copy of the Land Use Permit at each job site.
15. Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of the Contractor shall be repaired at the sole expense of the contractor.

16. All Mowing areas within the scope of work are contained within Schedule A, which describes the mowing area(s) for each ramp or road section. Additional area(s) for each ramp or road section. All Landscape areas are contained in Schedule B, which describes the landscape area(s) for each location.
17. Maps for Mowing, trimming, and spraying are contained in Appendix B. Maps for landscaping are contained in Appendix C

**B. MOWING:**

1. All general mowing standards operations shall be performed in accordance with the Suggested Mowing Practices in the *VDOT Best Practices Manual* and in accordance with all attachments and references contained within this contract.
2. Immediately prior to each mowing event, the contractor shall remove all litter and other debris from the mowing site and properly dispose of the material in accordance with federal, state and local laws and regulations. The contractor is responsible for all fees associated with the collection and disposal of litter and debris.
3. This work shall consist of mowing vegetation and litter/debris removal within the VDOT right of way/City of Charlottesville right of way, including ramps, medians, shoulders, and gore areas (as required) on the specified routes. Mowing shall conform with current VDOT Maintenance Best Practices Manual. Vegetation shall be mowed in such a way as to exhibit a uniform appearance and height, without skips or uncut areas. Contractor shall include all efforts and equipment resources necessary for the specific area(s), turf or terrain.
4. Unless specifically stated otherwise, the Contractor shall not perform any mowing/trimming within five (5) feet (horizontal) of any water surface and any stream channel or clearly defined drainage channel.
5. Lowest cut limit: Vegetation shall be cut to a height between four (4) and six (6) inches. Mowing to a cut less than four (4) inches is prohibited. Such mowing, including scalping may damage or kill the desirable turf species. Areas denuded, reduced in vegetation density or scalped due to improper Contractor mowing practices shall be reseeded at the Contractor's expense. (See attached photos in Appendix A for examples of acceptable and unacceptable mowing).
6. Price per site per cutting event shall remain fixed regardless of vegetation height, conditions and/or level of effort necessary to meet the mowing requirements and standards.
7. All shoulders and back of sidewalks shall be cut five (5) ft from edge of hard surface or to the top of ditch/slope or to three (3) ft behind guardrail, whichever is most feasible in the respective location.
8. Exit ramps shall be cut twenty (20) feet from the edge of pavement on both sides of the travel lane from the beginning of the taper lane to 90 degrees around the radius at the end of the ramp at OFF ramps and both sides of the travel way from 90 degrees around the radius to the end of the taper lane on ON ramps. Some exits will require the gore areas to be cut (see map details).

**C. TRIMMING:**

1. During each mowing event, at all locations where concrete or asphalt surfaces are adjacent to mowed areas, the grass shall be trimmed so it does not encroach on or overhang those surfaces. Additionally, grass shall be trimmed around all signposts, guardrail posts, and all other vertical surfaces within the mowing site.
2. Sidewalks and Pathways. All vegetation shall be trimmed so that it does not overhang or encroach on the walking surface. Vegetation shall be trimmed from cracks and other areas where it may be present on the walking surface (see photos in Appendix A for examples of acceptable and unacceptable sidewalk/path trimming).

3. Curbs. All vegetation shall be trimmed so that it does not overhang or encroach on the curb. Vegetation shall be trimmed from all cracks, face, and top of curb. The top of the curb shall be trimmed to expose the top 4 inches in width of the top of curb (see photos in Appendix "A" for examples of acceptable and unacceptable curb trimming).
4. Gutters. All vegetation shall be trimmed from cracks and 18 inches, horizontally, from the adjacent curb (see photos in Appendix A for examples of acceptable and unacceptable gutter trimming). The use of approved herbicides in VDOT rights-of-way by an appropriately licensed applicator is an acceptable method to assist in accomplishing this task.
5. Medians. All vegetation shall be trimmed in concrete and "rip-rap" medians (see photos in Appendix A for examples of acceptable and unacceptable trimming). The use of approved herbicides in VDOT rights-of-way by an appropriately licensed applicator is an acceptable method to assist in accomplishing this task.
6. Guardrails. A minimum of three (3) feet, and no more than five (5) feet shall be trimmed around and behind guardrails.

#### **D. EDGING:**

1. Curb edging shall be performed during the month of March on all areas where a raised curb median or raised curb shoulder exists in the location listed under the "curb edging" heading.
2. Bed/Tree Ring Edging: Mulch bed/tree ring edging is defined as vertically cutting a three (3) inch deep slot or groove at the mulch line and shifting the soil/mulch toward the mulch bed/tree ring so as to form an approximate 45° angle wedge shape gap between the turf and the mulch bed/tree ring (see photos in Appendix A for examples of acceptable and unacceptable mulch bed/tree ring edging).
3. Curb edging shall be defined as vertically cutting a 1 inch deep by 1/4" inch (0.25") wide slot or groove (see attached curb edging detail) directly between the concrete/asphalt and grass interface to achieve the desired results (see photos and diagram in Appendix A for examples of acceptable and unacceptable curb edging).

#### **E. MULCHING**

1. Double shredded, hard wood mulch shall be used to maintain all mulch beds and tree rings. Except for Rt. 20 South, WOOD CHIPS (free of excessive leaf matter) shall be used as mulch material for this site.
2. Mulch shall be maintained at a depth of two (2) to four (4) inches. Before applying new mulch, beds and tree rings shall be raked to break up any matted layers and refresh the appearance of the bed. New mulch shall be applied only in sufficient quantity to maintain a depth of two (2) to four (4) inches.
3. Mulch must not be in contact with the bark of a tree or shrub. The root flare is visible at the base of the main stem when mulch is properly applied. Mulch shall not be applied in such a manner as to have a "volcano" effect (see Appendix A for examples of proper and improper mulch application).

#### **F. WEEDING**

1. This task may be accomplished either by using manual or chemical means, or a combination of the two.
  - a. Manual Means: When removing a plant by manual means, the entire plant (root, rhizome, tuber, stem, flower, seed, and foliage) must be removed. The intent is to ensure there is no re-growth.
  - b. Chemical Means: The use of herbicides in the controlling of weeds is permissible. Any contractor using chemicals must be a Certified Pesticide Applicator with the Virginia Department of Agriculture and Consumer Services.

**G. PERFORMANCE:**

1. All tasks shall be properly completed prior to payment of invoices.
2. The Contractor shall inspect all work to ensure compliance with the requirements and specification of the contract and shall take corrective action, when necessary, prior to submitting an invoice. The Owner may verify adherence to requirements and specifications prior to making payment. If deficiencies are found, the Contractor will be notified of the deficiencies and will be given 48 hours, from receipt of notification, to make corrections. Invoices may be adjusted for deficiencies not corrected during the allotted 48 hours based on the following schedule:
  - a. Unacceptable Mowing: Up to 50% may be deducted from the unit cost for each site found with mowing deficiencies including, but not limited to, uncut or partially cut grass, uneven cut, or excessive scalping (examples of acceptable and unacceptable mowing are shown in Appendix A).
  - b. Unacceptable Trimming: Up to 25% may be deducted from the unit cost for each site found with trimming deficiencies including, but not limited to, grass overhanging curb, grass on top of curb, grass around sign/guardrail posts, grass in gutter (examples of acceptable and unacceptable trimming are shown in Appendix A).
  - c. Unacceptable Litter Control: Up to 25% may be deducted from the unit cost for each site found with litter control deficiencies including, but not limited to, litter/debris found on-site, and cut or mowed litter found on-site (examples of acceptable and unacceptable trimming are shown in Appendix A).
  - d. Unacceptable edging - A prorated amount may be deducted from the unit cost of each site found with edging deficiencies including, but not limited to, failure to create a slot/groove at back of curb, failure to remove sod and debris generated from edging operation (examples of acceptable and unacceptable edging are shown in Appendix A).

**H. BILLING and INVOICING:**

1. Contractor must provide a 24-hour notice, prior to each event, or submit an approved schedule of tasks to be completed throughout the year. The contractor shall notify the owner within 24 hours of the completion of each event.
2. The Contractor shall submit the invoice to the Department of Facilities and Environmental Services within seven (7) calendar days upon the scheduled completion of work after each event. A sample invoice shall be submitted to General Services, prior to starting work, for approval of the format and content of the invoice. Invoices must be itemized by location/date of mowing and submitted within one week of completion of event. Invoices shall be submitted to:

Department of Facilities and Environmental Services  
401 McIntire Road, Room 220  
Charlottesville, VA 22902-459  
ATTN: Division of Public Works

All communications pertaining to invoicing, payments, and other issues shall be referenced by the respective Purchase Order number.

Refer to Appendix B for mowing maps, and Appendix C for landscaping maps. Site's may be added or deleted from the scope of work at the County's discretion. In the case of a location being added, the Contractor will be asked for quote on a "per event cost" prior to commencing work at that new location.

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, proposals should be submitted electronically by the stated due date and time established herein, or as modified by an addendum hereto, through the [Albemarle County Procurement Intake Form](#) on the Albemarle County Procurement Solicitations Page: <https://www.albemarle.org/government/finance/procurement/solicitations>. Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled *Vendor/Contractor Bids or Proposals Only*. Proposals may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped//mailed, or hand delivered directly to the issuing agency shown above . One (1) original and one (1) copy of each proposal along with a USB electronic copy of the proposal in either Microsoft Word or PDF format, must be submitted to the County as a complete sealed proposal. *Regardless of the method of delivery, it shall be the Bidder's responsibility to ensure timely and accurate delivery. Bids delivered to the wrong location or received in the specified location late will not be considered.*
2. Redacted Copies: In addition to the copies of the RFP Response specified above, mailed proposals must include, both one (1) hard copy and also included on electronic media, a redacted copy of the proposal, in accordance with the identified proprietary or confidential information, as determined by the Offeror. The redacted proposal, with proprietary language data blacked out, will be made available to the public in accordance with § 2.2-4342F of the Code of Virginia in response to requests for documents. It shall be the **sole responsibility** of the Offeror to ensure the supplied, redacted copy protects the firm's interests with regards to proprietary or confidential information that, in accordance with § 2.2-4342F of the Code of Virginia may be considered protected information. Please see Attachment G.

No other distribution of the proposal shall be made by the offeror.

3. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the County of Albemarle requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete, or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. 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.
- c. 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, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter 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.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements.



The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of *Virginia Code § 2.2-4342(F)*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
  - g. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.
4. **Oral Presentation:** 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. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

**B. SPECIFIC PROPOSAL INSTRUCTIONS:**

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

**VOLUME I-No pricing information shall be included in volume I**

1. **Section 1 – Experience and Qualifications:** A written statement to include:
  - Experience in providing mowing and landscaping services, which can include:
    - i. Experience working with similar organizations (size, structure, etc.)
    - ii. Experience of working in the Virginia Right of Way and interactions with VDOT
    - iii. Staffing: Qualifications, certifications, experiences, and licenses of key employees that would work on this contract
    - iv. Company history and overview of completed contracts
2. **Section 2 – Equipment inventory:** Detailed listing of current equipment and age owned by the company. Can include information on the following:
  - i. Trucks
  - ii. Trailers
  - iii. Self-Propelled mowers
  - iv. Trimmers
  - v. Blowers and/or blower attachments
  - vi. Vacuum trailers or similar equipment

3. **Section 3 – Capacity to Add Work:** Describe the ability and capability of company to accommodate additional sites in the future and as-needed services as determined by the County. As-needed services are typically one-off services, which could include mowing, trimming, or leaf removal from specific areas not covered by the contract. Items to consider:
  - Current contracts – Size and scope
  - Staffing levels
  - Schedule
  - Equipment inventory
  
4. **Section 4 – Additional Information:** This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.
  - Describe any planned use of small businesses and businesses owned by women and minorities and service-disabled veterans in fulfilling this contract.
  - Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
  - References - Provide at least three (3) references for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, and email for the person most familiar with the details of project being referenced.
  - Return Attachment B
  - Return Attachment C – State Corporation Commission Form – Pursuant to Virginia Code § 2.2-4311.2(B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
  - Return Attachment D – Certification of No Collusion
  - Attachment E – Not Used
  - Attachment F – Insurance Requirements
  - Return Attachment G – Proprietary/Confidential Information Identification – See VI. A. 2, above.

**Volume II:**

5. **Section 5 – Proposed Price:** Proposed price as indicated in the pricing schedules attached to the RFP. Include a summary of your ability to control costs.
  - Proposed pricing shall be as indicated in the attached pricing schedules. Schedule A is for Right of Way Mowing & Trimming pricing and Schedule B is for Right of Way Landscaping pricing.
  - **Both Pricing sheets must be filled out completely**

VII. EVALUATION AND AWARD CRITERIA:

This section is in two parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the County of Albemarle using the following criteria:

<u>Criteria</u>	<u>Point Value</u>
Depth and experience in completing landscaping and mowing projects. (Section VI.B.1)	20
Sufficient equipment inventory to perform requested scope of work in a timely fashion (Section VI.B.2)	20
Capacity of company to perform additional service and be able to provide additional services on an as-needed basis (Section VI.B.3)	20
References (Section VI.B.4)	10
Price. The ability to provide a cost-efficient service. (Section VI.B.5) / Two price sheets	30

Total **100**

- B. AWARD OF CONTRACT: The selection process shall be as per *Virginia Code* § 2.2-4301(3)(b) for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Purchasing Agent shall select the Offeror(s) which in their opinion has made the best proposal, and shall award the contract in such form, terms and conditions as found at Attachment G hereto. **A County contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. Should the Purchasing Agent, determine in writing and in their sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, the contract may be negotiated and awarded to that Offeror. The County reserves the right to make multiple awards to multiple contractors, including awards at line item pricing levels, as determined to be to the best advantage to the County

VIII. REPORTING AND DELIVERY INSTRUCTIONS:

- A. A sample invoice shall be submitted to Albemarle County Facilities prior to starting work, for approval of the format and content of the invoice. Invoices must be itemized by location/date of event and submitted within one week of completion of event.
- B. Contractor must provide a 24-hour notice prior to each event, or submit an approved schedule of tasks to be completed throughout the year. The contractor shall notify the owner within 24 hours of the completion of each event.
- C. The Contractor shall submit the invoice to the Department of Facilities and Environmental Services within seven (7) calendar days upon the scheduled completion of work after each event.

- IX. PRE-PROPOSAL CONFERENCE: An optional preproposal conference will be held on December 1, 2023 at 11:00 a.m. ET. Please see page one of the RFP for Teams link.

X. GENERAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the County of Albemarle will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Albemarle has purchased or uses any of its products or services, and the contractor shall not include the County of Albemarle in any client list in advertising and promotional materials, unless the contractor has been given written permission by a County representative who is authorized to sign on behalf of the County.
- B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given via a posting of written notice on the Procurement webpage at <https://www.albemarle.org/government/finance/procurement>.
- C. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Albemarle all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Albemarle under said contract.
- D. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Purchasing Manual, Chapter 26-3. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- E. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
- F. AUTHORITY TO TRANSACT BUSINESS: Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current through the life of the awarded contract.
- G. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- H. CANCELLATION OF CONTRACT: The County may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
- I. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. 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 approval of the County Administrator or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
- B. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
  2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or
  3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.
- J. **CLARIFICATION OF TERMS:** The County will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Procurement Division and any material change will be submitted to all Offerors through issuance of an addendum. **Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) work days prior to the bid opening or proposal closing date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any contact with any County representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- K. **COLLUSIVE OFFERS:** The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The County may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.
- L. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- M. **CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and

various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.

- N. **CONTRACTOR LICENSE REQUIREMENTS**: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.
- O. **CONTRACTUAL CLAIMS**: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The County has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the County's Purchasing Office. Contractual disputes shall also be subject to the provisions of Virginia Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).
- P. **DEBARMENT STATUS**: By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- R. **DRUG-FREE WORKPLACE**: Pursuant to Virginia Code § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees 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.
- S. **ERROR IN EXTENSION OF PRICES**: In the case of error in the extension of prices the unit price shall govern.
- T. **ETHICS IN PUBLIC CONTRACTING**: Pursuant to Virginia Code § 2.2-4367: By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- U. **FORM W-9 REQUIRED**: Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

- V. HEADINGS: Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.
- W. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing) under the Vendor Registration link.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the County of Albemarle, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- Y. INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES: If the County of Albemarle is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- Z. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

Pursuant to Virginia law, the County of Albemarle, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.

- AA. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.
- BB. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.
- CC. NON-DISCRIMINATION: By submitting their bids or proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Virginia Code § 2.2-4343.1(E)).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
    - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor shall state that it is an equal opportunity employer.
    - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor
- DD. NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- EE. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The County of Albemarle does not discriminate against faith-based organizations.
- FF. OFFER ACCEPTANCE: Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.
- GG. ONLINE VENDOR REGISTRATION REQUIRED: In the event of contract award, vendor is required to register using the County's online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website at [www.albemarle.org/procurement](http://www.albemarle.org/procurement) or you can go directly to the site at <https://procurement.albemarle.org/bs/>.
- HH. OSHA STANDARDS: All contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- II. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.



JJ. PAYMENT:

a. To Prime Contractor:

1. The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the required payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.
3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All Invoices shall show the County contract number and/or purchase order number.
4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which County department is being billed.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any County department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:
  - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.
3. A contractor awarded a construction contract under § 2.2-4301 is hereby obligated:
  - a. Contractor shall pay all subcontractors in the manner provided in Virginia Code Section 2.2-4354(1).
  - b. Contractor shall pay all subcontractors in the manner provided in Virginia Code Section 2.2-4354(2-5).

- KK. **PERMITS AND FEES**: All offers submitted shall have included in price, the cost of any business or professional licenses, permits or fees required by the County of Albemarle or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.
- LL. **PRECEDENCE OF TERMS**: The following General Terms and Conditions: applicable laws and courts, anti-discrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of county form and terms and conditions, clarification of terms, payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions shall apply.
- MM. **PUBLIC INSPECTION OF CERTAIN RECORDS**: Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the County decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid or proposal submission or volume as being "confidential" shall not be sufficient to invoke the protections referenced above.
- NN. **QUALIFICATIONS OF OFFERORS**: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- OO. **RIGHT TO ACCEPT OR REJECT OFFERS**: The County reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.
- PP. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE**: It is the policy of the County of Albemarle to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the County's procurement activities. Toward that end the County of Albemarle encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.
- QQ. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**: Pursuant to Virginia Code § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.
- RR. **TAXES**: Include only taxes applicable to the project in this bid or proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax-exempt status will be furnished by the County of Albemarle upon request.

SS. TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

TT. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their offers, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

UU. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. 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 offeror is responsible to clearly and specifically identify 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 nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.

VV. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each offeror is required to submit a certification that its offer, or any claim resulting there from, 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 the Act. Any offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code § 18.2-498.5. As part of this offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.

WW. The terms and conditions set forth above within this solicitation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

XI. SPECIFIC TERMS AND CONDITIONS:

A. ADDITIONAL SITES: The County of Albemarle reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted, and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.

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

C. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

D. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate

State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.

- E. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- F. COOPERATIVE CONTRACTING: This procurement is being conducted by County of Albemarle in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- G. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- H. INSPECTION OF JOB SITE: The vendor is responsible for thorough examination of the documents and the project site prior to offering. Contractors will not be allowed extra compensation for conditions which could have been determined by examination of the documents and/or the site prior to submission of offers.
- I. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.
- J. ORDERING OPTION: The County of Albemarle, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- K. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at offered prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- L. RENEWAL OF CONTRACT: Contract shall be for one-year beginning date of final execution with the option to renew under the terms of the original agreement for up to four (4) additional one (1) year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, Other Services, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.
- M. MSDS: A Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this bid. The SDS must; list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.

XII. METHOD OF PAYMENT: The Contractor shall submit the invoice to the Department of Facilities and Environmental Services within seven (7) calendar days upon the scheduled completion of work after each event for prompt payment

XIII. PRICING SCHEDULE: Please see Attachment A and A1. **Both pricing attachments must be complete.**

XIV. ATTACHMENTS and APPENDIX:

ATTACHMENT A	Pricing Schedule A - Mowing Services/ On Solicitation Page
ATTACHMENT A1	Pricing Schedule B – Landscaping Services/ On Solicitation Page
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Not Used
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Proprietary/Confidential Information Identification
ATTACHMENT H	Contract Form- Sample Only
APPENDIX A	Appendix A - Acceptable Pictures
APPENDIX B	Appendix B - Schedule A Mowing Maps
APPENDIX C	Appendix C - Schedule B Landscaping Maps

**ATTACHMENT B**

**OFFEROR DATA SHEET**

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months
4. Vendor Information:  
FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

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

ATTACHMENT C

STATE CORPORATION COMMISSION & REGISTERED AGENT FORM

Virginia State Corporation Commission (SCC) registration information.

Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.

The bidder:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ <b>-OR-</b>
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust <b>-OR-</b>
<input type="checkbox"/>	is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: 1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding; 2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. <input type="checkbox"/> Maintaining accounts in financial institutions; 4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities; 5. <input type="checkbox"/> Selling through independent contractors; 6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts; 7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired; 9. <input type="checkbox"/> Owning, protecting, and maintaining property; 10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions; 11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or 12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or 13. <input type="checkbox"/> Transacting business in interstate commerce.
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid <b><u>an opinion of legal counsel</u></b> which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. <b>Attach opinion of legal counsel to this form.</b>

**Registered Agent Information**

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: \_\_\_\_\_

Physical Address (no Post Office Boxes):

\_\_\_\_\_  
\_\_\_\_\_

I certify the accuracy of this information.

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



**ATTACHMENT D**

**CERTIFICATION OF NO COLLUSION**

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

This offer 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 offer 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 \_\_\_\_\_

COUNTY or CITY OF \_\_\_\_\_, 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)

## INSURANCE REQUIREMENTS\

**In addition to the required coverages below, the COI Must Include:**

- 1) **Additional Insured and waiver of subrogation boxes checked for GL, Auto, Umbrella.**
- 2) **Waiver of Subrogation box checked for workers comp.**
- 3) **Description of Operations Box on COI:** The County of Albemarle, Virginia, its officers, agents, and employees are named as additional insured on all listed insurance coverage, except for Worker's Compensation, and are so endorsed to the policy. Umbrella Follow form. Coverage on a Primary and Non-Contributory basis. Should any of the described policies be substantially modified or canceled, 30 days written notice will be provided to the County.

- A. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the County of Albemarle and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
  - b. Employer's Liability - \$1,000,000 each accident/\$1,000,000 each disease-policy limit/ \$1,000,000 each disease-each employee. This policy shall specifically list Virginia as a covered state.
  - c. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate limit, and a per project aggregate limit of \$2,000,000. CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The County of Albemarle and its officers, employees' agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non- contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of Albemarle County Government is required on the commercial general liability policy.
  - d. Automobile Liability - \$1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the County of Albemarle and its officers, employees, agents and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the commercial auto policy.
  - e. Umbrella Liability Coverage- minimum coverage of \$1,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto and employer's liability policies. The County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the umbrella policy.

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of

Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;

2. shall be kept in force throughout performance of services;

Attachment F

1

3. shall be an occurrence-based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

**Proof of Insurance:** Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

**Effect of Insurance:** Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

**Waiver of Subrogation:** The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

**Sovereign Immunity:** Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the County's sovereign immunity under law.

**Right to Revise or Reject:** The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

**Umbrella or Excess Liability Coverage** shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer's liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the County and its officials, officers, and employees and agents as "additional insureds" by **endorsement** to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the County of Albemarle as an additional insured. The County of Albemarle shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

**Professional Liability Insurance:** At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per claim/\$2,000,000 aggregate ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.



# Understanding the Acord Certificate of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

1. PRODUCER  
Insurance Agent/Broker who issues certificate.

PRODUCER  
John Doe Insurance Broker  
Ph. (123)456-7891  
P.O. Box 123456  
Charlottesville, VA 22903

CONTACT NAME: John Doe, Agent  
PHONE (A/C No. Ext): (123)456-7891 FAX (A/C No.): (123)456-7890  
E-MAIL ADDRESS:

7. DATE CERTIFICATE ISSUED  
Must be current

2. NAMED INSURED  
Must be the legal name of the contracting party.

INSURED  
ACME VENDOR  
P.O. Box 456789  
Charlottesville, VA 22911

INSURER(S) AFFORDING COVERAGE  
INSURER A: Insurance Company 1 123456  
INSURER B: Insurance Company 2 789101  
INSURER C: Insurance Company 3 ABCXYZ  
INSURER D: Insurance Company 4 11223344  
INSURER E:  
INSURER F:

8. POLICY EFFECTIVE DATE  
Must be prior to or coincidental with effective date of contract or event.

9. POLICY EXPIRATION DATE  
If occurrence form, date must be on or after termination of contract or event.

3. TYPES OF INSURANCE  
Must include the types of insurance required by the contract.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	123456	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (any one person) \$ 10,000
A	AUTOMOBILE LIABILITY		Y	789101	01/01/2014	01/01/2015	PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PRODUCTS - COMP/OP AGG \$ 2,000,000
B	UMBRELLA LIAB		Y	1122334455	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						BODILY INJURY (Per accident) \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY		Y/N	AABBCC112233	01/01/2014	01/01/2015	PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				EACH OCCURRENCE \$ 10,000,000
	Describe under DESCRIPTION OF OPERATIONS below						AGGREGATE \$ 10,000,000
D	Professional Liability			XXYYZZ1098	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUS-TOPRY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

4. POLICY FORM  
"Claims Made" or "Occurrence" form.

10. LIMITS OF INSURANCE  
Must be the same or greater than required by the contract.

5. ADDITIONAL INSURED  
Albemarle County must be named and endorsed as an additional insured.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Albemarle, Virginia [and/or the County School Board of Albemarle County, Virginia], its officers, agents, and employees are named as additional insureds on all listed insurance coverage, except for workers' compensation and professional liability, and are so endorsed to the policy.

11. DESCRIPTION OF OPERATIONS  
Albemarle County is named as insured additional here; place and event sometimes described here.

6. CERTIFICATE HOLDER  
must be Albemarle County

CERTIFICATE HOLDER  
Albemarle County  
401 McIntire Road  
Charlottesville, VA 22902

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE  
John Doe

12. AUTHORIZED REPRESENTATIVE  
Must be signed, not stamped.

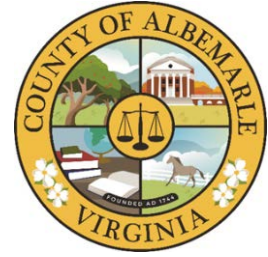
ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.



**SAMPLE CONTRACT**



**CONTRACT #2024-RFP-4121211**

«Company»

«Address1»

«Address2»

«City», «State» «PostalCode»

[corporate status, as confirmed by SCC] (i.e. **“a Virginia Corporation” or “a [name of state] Partnership, etc.)**  
**(Contractor)**

**COUNTY OF ALBEMARLE, VIRGINIA,**  
**a political subdivision of the Commonwealth of Virginia,**  
401 McIntire Road  
Albemarle, Virginia 22902  
**(County)**

This Agreement (the “Agreement” or “Contract”) made and entered into on this \_\_\_\_ day of \_\_\_\_\_ of 2021 between the Contractor as identified above and the County, collectively, the Parties, hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. **Scope of Work:** Contractor agrees to perform such goods or services as specified in the County [Request for Proposals/Invitation for Bids] [RFP/IFB] # [20XX-XXXXX-XX] documentation, and said [RFP/IFB] is hereby incorporated in its entirety by reference and made a part of this Agreement. The detailed scope of work for this contract is included herewith as Exhibit A.
2. **Incorporation of Documents and Order of Precedence:** To the extent that it does not conflict with the terms of this agreement or the [RFP/IFB], the Contractor’s proposal/bid, dated [month day, year], is hereby incorporated by reference and made a part of this Agreement. In the event that a conflict or ambiguity exists or is created between this Agreement, the [RFP/IFB], or Contractor’s proposal/bid, the terms of this Agreement first and the [RFP/IFB] second, if necessary, shall govern and supersede any such conflicting or ambiguous terms.
3. **Payment/Consideration Schedule:** In consideration of the work to be performed by Contractor, as set forth in the section entitled, “Scope of Work,” the County agrees to pay Contractor for completed and accepted work as ordered under this Contract upon receipt of a valid invoice and, if not subject to a contract claim or claim for additional compensation as described herein, as determined by the County. A valid invoice shall be an invoice submitted for completed and accepted work and shall include detailed hours worked under each rate category, each hour of equipment used, and the rates for each of the forgoing in accordance with Contract Exhibit B, attached hereto. Prior to start of work, Contractor will provide and the Parties shall agree to a not-to-exceed proposal for any project when requested by the County. The not-to-exceed proposal shall include estimated, detailed hours worked under each rate category, estimated hours for each category of equipment, [and the rates for each of the forgoing in accordance with contract Exhibit B, attached hereto.] [Detailed pricing and maximum liability to the County for this Agreement is included herewith as Exhibit B.]
4. **Term:** The County's requirements of the products/services hereinafter specified are for the term of date of contract award and terminating 365 [or such completion date or period as determined by the solicitation/requirements] days after contract award, [with optional renewal clause for up to four (4) additional one (1) year terms. Renewal shall not be automatic, and any and all extensions shall by written agreement and signed by both parties in the same manner as the Agreement was executed.]
5. **Non-Appropriation:** The continuation of the terms, conditions, and provisions of this Agreement



beyond June 30 of any year, the end of the County's fiscal year, are subject to its approval and ratification by the County and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the County shall immediately notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the County of any kind whatsoever.

6. Preconditions to Obligation: It is understood and agreed between the parties to this contract that the County shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.
7. Faith-based Organizations: County does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.
8. Nondiscrimination: During the performance of this contract, Contractor agrees as follows:
  - A. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause.
  - B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
  - C. 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.
  - D. Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. Drug-Free Workplace: During the performance of this contract, pursuant to Virginia Code Section § 2.2-4312, Contractor agrees to:
  - A. Provide a drug-free workplace for Contractor's employees.
  - B. 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - C. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
  - D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
10. Compliance with Immigration Laws: Contractor agrees that he does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in accordance with the Code of Virginia, §2.2-4311.1.
11. Business Entity Registration. Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall submit proof of such registration to the County. Additionally, Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Agreement.

12. Compliance with All Laws: Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.
13. Business License Requirement: If Contractor is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the Albemarle County Department of Finance. Contractor covenants that it has a business license where one is required to perform this Agreement.
14. Non-Assignment: All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.
15. Audit: The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County's employees, agents, or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
16. Termination with Cause: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the County may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 herein. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, County may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by County, and provisions herein with respect to opportunity to cure default shall not be applicable.
17. Termination without Cause: The County may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by County, at the time of termination. If County terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to County any work completed or in process for which payment has been made.
18. Choice of Laws and Venue: This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.

19. Indemnification and Hold Harmless: It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor agrees to indemnify and hold harmless the County and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the County, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees, or officials.
20. Notices: All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for County shall be addressed as follows:

[name of your project manager]  
[Name of school, department, or division]  
[street/ mailing address]  
[Charlottesville, VA 22902]

With a copy to:

Samuel T. Winder  
Purchasing Agent  
401 McIntire Rd.  
Charlottesville, VA 22902

Notices for Contractor shall be addressed as follows:

[Contractor responsible party name]  
[Contractor Business Name]  
[street/ mailing address]  
[City, State, zip]

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

21. Entire Agreement: This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.
22. Independent Contractor: Contractor shall agree and covenant that it is and shall be at all times, an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the County. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and

responsibility to safely and correctly perform its duties under this Agreement.

23. Waiver: No failure of County to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the County's right to demand strict compliance with the terms of this Agreement.
24. Interpretation: Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
25. Severability: The provisions of this Agreement shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.
26. Cooperative Procurement: This Agreement was awarded in accordance with Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), and in accordance with the Purchasing Manual of Albemarle County and the County. The procurement was conducted on behalf of the County and other public bodies. Therefore, pursuant to Code Section 2.2-4304, other public bodies and agencies shall have the right to utilize the provisions of the Agreement. However, when other public bodies and agencies utilize the contract, Contractor must establish a separate contractual relationship between it and the other party. Under no circumstances shall the County be a party to or incur any obligations or responsibilities, contractual or otherwise, in association with these contractual agreements between the Contractor and another public body or agency.
27. Contract Claims by Contractor: Prompt knowledge by the County of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the County and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the County with notice of the Contractor's intention to file a claim which (i) describes the act or omission by the County or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the Purchasing Office of the Albemarle County Department of Finance within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the County, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The County will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.
28. Claims for Extra Compensation: If Contractor encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Agreement and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Purchasing Office of the Albemarle County Department of Finance in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth. Upon notification, the County shall promptly review any claim for extra compensation. If a claim is accepted by the County, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun. The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts

itemized shall be in sufficient detail to enable the County to analyze the need for the extra work and the costs claimed for the work.

29. Payments to Subcontractors: In accordance with Virginia Code Section 2.2-4354 of the Virginia Public Procurement Act, the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the County; or, shall notify the County and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the County with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.
30. Insurance: Contractor agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance:
- A. Workers' Compensation Insurance of not less than \$500,000.
  - B. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
  - C. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
  - D. Errors and Omissions (Professional Liability) Insurance at limits not less than one million dollars (\$1,000,000). [NOTE: Delete if not needed.]

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia and acceptable to the County, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the County. In certain cases, where coverage is unavailable through licensed carriers, certificates of insurance written by a Surplus Lines Carrier authorized by the Virginia State Corporation Commission to transact the business of insurance in Virginia and acceptable to the County may be approved. Contractor shall furnish the County with certificate of insurance showing Contractor's compliance with the foregoing requirements.

For all insurance coverage except Workers' Compensation and Professional Liability, the School Board and its officers, employees, agents and volunteers must be named as additional insureds and shall be so endorsed to the policy or policies.

31. Payment/Performance Bonds: Contractor shall furnish to the County a payment bond and a performance bond in conformity with Va. Code § 2.2-4337 and/or 2.2-4339 [choose one-then delete this note] each payable to the County and each in the sum of the Agreement amount. The performance bond shall be conditioned upon the faithful performance of the Agreement in strict conformity with the terms and conditions of the Agreement, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. Each of the bonds shall be executed by one or more surety companies selected by Contractor which are licensed and legally authorized to conduct the business of insurance, including surety, within the Commonwealth of Virginia.
32. School Contractor Certification: Pursuant to Virginia Code Section 22.1-296.1, Contractor and agrees and certifies by his signature below that any and all persons who will provide services for or on behalf of the Contractor on public school property have not been convicted of a felony; any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or any offense for which registration is required as defined in Virginia Code Section 9.1-902. Contractor hereby agrees that this Certification shall be binding throughout the contract term and that it will provide immediate notice to the County of Albemarle and the Albemarle County of any event that renders

this certification untrue.

Contractor hereby acknowledges that any person making a materially false statement regarding any such offense shall be guilty of a class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of this Agreement and, when relevant, the revocation of any license required to provide such services.

33. Other:

**COUNTY'S ACCEPTANCE**

**County** County of Albemarle County, Virginia

SIGNATURE \_\_\_\_\_

NAME (type/print) Samuel T. Winder

TITLE Purchasing Agent

DATE \_\_\_\_\_

**CONTRACTOR'S ACCEPTANCE**

«Company»

SIGNATURE \_\_\_\_\_

NAME (type/print) \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**NOTARY CERTIFICATE FOR CONTRACTOR**

STATE OF \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/She is personally known to be or has produced \_\_\_\_\_ as proper identification.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

My Registration Number: \_\_\_\_\_