

Garrey W. Curry, Jr.
County Administrator



Christine Smith, Chair
Debbie P. Donehey, Vice-Chair
Ronald L. Frazier
I. Christopher Parrish
Keir A. Whitson

**RAPPAHANNOCK COUNTY
BOARD OF SUPERVISORS**

3 Library Road - P.O. Box 519
Washington, Virginia 22747-0519
Phone: (540) 675-5330 Fax: (540) 675-5331
www.rappahannockcountyva.gov

**RAPPAHANNOCK COUNTY BOARD OF SUPERVISORS
SOLICITATION FOR BIDS
Invitation For Bid #20-02GWC
“County Offices Electrical Upgrades”**

Date Posted: Friday, February 28, 2020

Date Bids Due: Monday, March 23, 2020, 4:00 p.m.

SCOPE OF WORK: Rappahannock County seeks bids from qualified electrical contractors to provide services necessary to perform the “Work” shown on the project plans and as specified herein including installing owner provided equipment and contractor provided materials. All bids are subject to the Terms & Conditions, Specifications included herein, and the project plans; all of which are called “Bidding Documents” before award, and after award when attached to the agreement between the County (Owner) and the successful bidder (Contractor) will form the “Contract Documents.” Bidders shall submit this entire Invitation for Bid document with blanks filled in as their bid.

Bid must be received in the County Administrator’s office at 3 Library Road, VA or PO Box 519, Washington, VA 22747 or by email gwcurry@rappahannockcountyva.gov on the forms provided by due date.

SPECIFICATIONS:

Provide, deliver, and install specified materials and equipment in accordance with the project plans prepared by Simmons Rockecharlie and Prince, Inc. titled: “**Rappahannock County Sheriff’s Office Generator and UPS Replacement**” dated 02/07/2020 and including three plan sheets:

- E1 - Electrical Plans
- E2 – Electrical Existing Conditions and Demolition Plans
- E3 – Electrical New Work Plans

Bidder’s attention is called to the following notes included on the project plans:

- E1 – Demolition Notes – “Contractor shall coordinate all down time with owner. Existing service shall remain in place until new service is ready to be connected. Panel SPG2 in Sheriff’s Office shall remain energized at all times except for very short durations during changeovers. Contractor shall provide temporary generator, feeder and panel as needed to accomplish the above.”

- E1 – New Work Note #1 – Owner will provide 60KW generator (Kohler KG60) for installation by contractor. Owner will provide concrete pad for 60KW generator.
- E1 – New Work Note #3 – Owner will provide 400 Amp Automatic Transfer Switch (ATS) for new 60KW generator for installation by contractor (ASCO).
- E1 – New Work Note #8 – Owner will provide and Uninterruptable Power Supply (UPS) with Maintenance Bypass Panel (MBP) for installation by contractor (Liebert APS).
- E1 – New Work Note #10 – Owner will provide new 800 Amp ATS for installation by contractor. Owner will provide concrete pad extension for ATS (ASCO).
- E1 – New Work Note #12 – Owner will provide Surge Protection Device (SPD) for installation by contractor
- E2 – Electrical Specifications, Note B – Submit shop drawings for all electrical apparatus supplied by this contractor.

In addition to the requirements included on the project plans, the Contractor shall:

- A. Provide names and identifiable information for all workers who the contractor intends to use for work within the Sheriff's Office. The Sheriff will perform background checks as she deems appropriate and will authorize contractor's employees to work within the Sheriff's Office building at her sole discretion. The Sheriff reserves the right to refuse entry to any contractor employee for any reason. Bidders may submit a list of employees before bid opening for Sheriff screening if desired.
- B. With respect to Sheet E1 – New Work Note #10: Schedule removal of existing 800 Amp ATS and installation of new 800 Amp ATS with Owner. Removal and replacement shall be scheduled for a weekend or extended weekend (if a Virginia state holiday occurs during the project period). Under no circumstances shall the supply of electricity from the existing or proposed 800 Amp ATS to connected loads be interrupted during normal working hours (8:00 am to 4:30 pm) during a work day (Monday – Friday).

ADHERENCE TO CONDITIONS:

Contractor shall perform their work in the most professional manner realizing the public safety nature of the Sheriff's Office building. All efforts related to this job shall be taken to protect the structure and continuity of operations at all times. Contractor shall ensure that they are in strict adherence to manufacturer's instructions and work shall be accomplished only during appropriate weather and acceptable temperature conditions.

SITE VISITS

Bidders may contact County Administration, (540) 675-5330, to arrange a pre-bid inspection. Owner may schedule a non-mandatory pre-bid meeting to facilitate a coordinated pre-inspection period, which if scheduled will be announced through an addendum.

PERFORMANCE SCHEDULE

Contractor shall begin Work within 15 business days after receipt of a Notice to Proceed and complete all work within 90 days of Notice to Proceed.

BIDDER RESPONSE:

BID FROM: _____

(Print or Type Name of Bidder)

(A Corporation/A Partnership/A Limited Liability Company/An Individual/
A Joint Venture/[Bidder to strike out inapplicable terms.]

A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

B. This Bid will remain subject to acceptance for a period of 60-days following the date bids are due.

C. In submitting this Bid, Bidder represents that:

1) Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, if any, and the following Addenda receipt of all of which is hereby acknowledged.

Addendum No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____

2) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance for the Work.

3) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

4) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

5) Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) and within the times and in accordance with the other terms and conditions of the Bidding Documents.

6) Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

7) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

8) Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.

9) The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

D. Bidder further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner; and that no person or persons acting in any official capacity for the Owner are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

E. **Bidder will complete the Work in accordance with the Contract Documents for the**
Base Bid of _____ **Dollars and**
(use words)
_____ **Cents (\$** _____ **).**
(use words) (use figures)

F. Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with the Performance Schedule included herein.

G. The following documents are attached to and made a condition of this Bid:

1) **A tabulation of subcontractors planned to be used for this project.**

H. The terms used in this Bid will have the meanings indicated and the Terms and Conditions.

Address: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Contact Info: Phone: _____ Email: _____

Contractor License Number: _____

END BIDDER RESPONSE

TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

1. **Governing Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and ordinances of the County of Rappahannock, Virginia. Any litigation with respect thereto shall be brought in the courts of Rappahannock County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
2. **Contract Terms and Conditions:** Where the General and Special Terms and Conditions refer to requirements of a bidder, those requirements shall be understood to also apply to contracts resulting from the bidding process, and as such to the Contractor. The General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
3. **Purchasing Agent:** Rappahannock County Ordinance Chapter 43, Section 43-3 designates the County Administrator as the Purchasing Agent and vests all necessary power and authority to act on behalf of the County of Rappahannock with respect to purchases.
4. **Identification of Bid Envelope:** Unless otherwise noted, the signed bid should be returned in an envelope or package, sealed and identified with the Bidder's Name, Solicitation Number and Due Date and Time. Prices or changes shown on the outside of an envelope is not acceptable and will not be considered.
5. **Late Bids:** To be considered for selection, bids must be received by County Administration (or designated issuing office) by the designated date and hour. Bids received in after the date and hour designated shall be ruled non-responsive and will not be considered. The County is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or the Inter-Departmental County Mail System. It is the sole responsibility of the bidder to ensure that its bid reaches County Administration by the designated date and hour. If the County is closed for business at the time scheduled for a sealed bid opening, the bids will be accepted and opened on the next business day of the County, at the originally scheduled hour.
6. **Qualification of Bidders:** The Purchasing Agent may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Purchasing Agent all such information and data for this purpose as may be requested. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The County reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Purchasing Agent further reserves the right to reject any quotation if the evidence submitted by, or investigations of, such bidder fails to satisfy the Purchasing Agent that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
7. **Additional Information:** The County reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Purchasing Agent deems desirable.
8. **Withdrawal of Bid Due to Error:** Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened. Work papers showing evidence of error(s) are requested and may be approved by the Purchasing Agent.
9. **Negotiation with the Lowest Bidder:** Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318, *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the department whenever such low bid exceeds the established amount of available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds, which were budgeted by the Board for this contract prior to the issuance of the written Invitation for Bids or otherwise documented in the purchasing file. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Purchasing Agent shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that negotiations are desired for a lower contract price.
10. **Anti-Discrimination:** By submitting their bids, bidders certify 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 *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the

organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (§ 2.2-4343.1E, *Code of Virginia*). In every contract over \$10,000 the provisions in "a" and "b" below apply:

a. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

b. The Contractor will include the provisions of section "10.a.1" in every subcontract or purchase order over \$10,000, so the provisions will be binding upon each subcontractor or vendor.

11. Ethics in Public Contracting: By submitting their bids, bidders certify that their bids are 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.
12. Immigration Reform and Control Act Of 1986: By submitting their bids, bidders certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).
13. Debarment Status: By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting bids 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.
14. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County of Rappahannock 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 Rappahannock under said contract.
15. Mandatory Use of County Forms and Terms and Conditions: Failure to submit a bid on the official County form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Purchasing Agent reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Purchasing Agent may, in his/her sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
16. Clarification of Terms/Addenda: If any prospective bidder has questions about the scope of work/specifications or other solicitation documents, the prospective bidder should contact County Administration no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by Purchasing Agent and posted publicly. Addendums may also be on the county website at www.rappahannockcountyva.gov. It is the bidder's sole responsibility to ensure they have obtained any and all addenda prior to submittal of their bid.

17. Payment: A. Payment terms shall be Net 45 days unless otherwise stated by the bidder on this solicitation and accepted by the County. Alternative terms may be offered by the bidder for prompt payment of bills. B. Payment terms may be considered in determining the low bid. C. Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest. D. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. E. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).
18. Drug Free Workplace: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
19. 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 "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 *Code of Virginia*.
20. Use of Brand Names: Unless qualified by the provision "NO SUBSTITUTE", the name of a certain brand, make or manufacturer does not restrict bidders 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 public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically 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. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.
21. Delivery, Transportation and Packaging: Except when otherwise specified herein, all items shall be **F.O.B. Destination** to any point within the County of Rappahannock, Virginia as directed by the ordering department. By submitting their bids, all bidders certify and warrant that the price offered for F.O.B. 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 should be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
22. Evaluation and Award: Awards are made for bids to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extension and grand totals must be shown. However, the Purchasing Agent reserves the right on multiple item procurements to make an award either in whole or in part, whichever is deemed in the best interest of Rappahannock County. In case of arithmetical errors, the unit price shall govern. If a discount is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. the Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award. ref. § 2.2-4319 and § 2.2-4359, *Code of Virginia*. Bidders agree that decisions of the Purchasing Agent are final, and shall hold harmless the County, its departments, directors, employees, and consultants, others involved in solicitation and selection, and the successful provider. The submission of a bid indicates acceptance of this condition.
23. Award Notices: Awards or Decision(s) to Award will be posted on the public posting board at the office of County Administration.

24. Protest of Award or Decision to Award: Any Bidder who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Agent no later than ten days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within ten days by instituting legal action as provided in § 2.2-4364, *Code of Virginia*.
25. Assignment of Contract: The Contractor shall not assign the contract in whole or in part without the County's written consent.
26. Modification of Contract: No contract or purchase order may be modified or changed by amendment, change order, or any other agreement without the prior approval of the Purchasing Agent or designee unless (i) such modification, in the aggregate, do not increase the amount of the contract by more than twenty-five (25) percent of the original amount of the contract or fifty thousand dollars (\$50,000), whichever is greater, (ii) such changes are the result of unforeseen circumstances or changed conditions encountered during the progress of the performance of the contract, and (iii) such changes are directly related to the performance of the contract. Extensions of time to perform a contract may be granted without prior approval of the Purchasing Agent or designee provided such extensions involve no increase in cost to the County. In no event shall the aggregate of all modifications increase the cost of the Contract beyond the appropriated project amount.
27. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Purchasing Agent, 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.
28. Taxes, Fees and Surcharges: Sales to Rappahannock County, Virginia are normally exempt from State sales tax. A State Sales and Use Tax Certificate of Exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The County's Excise Tax Exemption Registration Number is **54-6001553**. Additionally, no additional fees or surcharges may be passed to the County. This includes, but is not limited to, any type of fuel surcharge.
29. Cancellation of Contract: The Purchasing Agent reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
30. Contractual Disputes: All claims arising out of this contract, whether for money or other relief, may be submitted to the County of Rappahannock, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to Purchasing Agent, Rappahannock County Administration. The Purchasing Agent will render a decision within thirty (30) days. The Contractor may then appeal the decision to the Board of Supervisors of Rappahannock County, who will render a final decision within forty-five (45) days.
31. Indemnification: Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

II. SPECIAL TERMS AND CONDITIONS

1. Inspection of Job Site: Bidder's signature on the solicitation or contract constitutes certification that he has inspected the job site and is aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County.
2. Maintenance Manuals: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
3. Samples of Items: If requested, samples of items shall be furnished by the bidder without charge. Upon request, within sixty (60) days after the bid opening, the samples will be returned at the bidder's expense; otherwise the samples may be destroyed or consumed.

4. Product Assembly: All items must be assembled and set in place, ready for use; all crating and other debris must be removed from the premises.
5. Contractor Registration: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54.1-1100, *Code of Virginia (1950)*, as amended, to be licensed by the State Board of Contracts a "CLASS A CONTRACTOR." If such contract is for ten thousand dollars (\$10,000) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than ten thousand dollars (\$10,000), or if the Contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR."
6. Work Site Damages: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense. The Contractor shall be solely responsible for the security of the worksite and shall replace and/or provide any item that is determined to be removed and/or stolen at the Contractor's sole expense.
7. Labeling of Hazardous Substances: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the *United States Code (U.S.C.)* or "Pesticides" as defined in § 136 of Title 7 of the *United States Code*, then the bidder by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
8. Independent Contractor: The Contractor shall not be an employee of Rappahannock County, but shall be an independent Contractor. Nothing in this agreement shall be construed as authority for the Contractor to make commitments, which shall bind Rappahannock County or to otherwise act on behalf of Rappahannock County, except as Rappahannock County may expressly authorize in writing.
9. Insurance: By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 2.2-4332 and § 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverage(s) during the entire term of the contract and that all insurance coverage(s) will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Note: Actual limits and aggregates may be increased or decreased for specific projects during negotiation, or as the Purchasing Agent assesses the amount of risk.

Minimum Insurance Coverage(s) and Limits Required for most Contracts:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. 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.
 - b. Employer's Liability - \$100,000.
 - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Rappahannock must be named as an additional insured and so endorsed on the policy.
10. Ownership of Materials: Ownership of all data, material and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and is subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the bidder shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder must invoke the protection of this section prior to the submission of the data or other materials to be protected and state the reasons why protection is necessary (§ 2.2-4342, *Code of Virginia*).

11. Supremacy Clause: Notwithstanding any provision in the bidder's response to the contrary, the bidder agrees that the terms and conditions contained in the County's Bid shall prevail over contrary terms and/or conditions contained in the bidder's response.

12. Final Decision: Bidder's agree that the decisions of the Rappahannock Board of Supervisors and/or its designee (County Administration) is final and shall hold the County, their directors, employees, consultants and those involved in this solicitation and selection, and the successful vendor(s) harmless. The submission of a bid indicates agreement to these conditions.