INVITATION FOR BIDS
(IFB)

Issue Date: May 19, 2010 **IFB# SJ-10-2403R**

Title: Audio Monitoring System for Culpeper County Adult Detention Center

Issuing Department: Culpeper County
Purchasing Department
101 S. West Street, Suite 300
Culpeper, Virginia 22701

Sealed Bids Will Be Received Until 2:00 P.M., June 17, 2010 For Furnishing The Services Described Herein.

All Inquiries For Bid Information Should Be Directed To: Robin Keagy, Buyer, Procurement Office, Telephone Number: (540) 727-3458 Fax: (540) 727-3486

BIDS CAN BE MAILED, OR HAND DELIVERED DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE. RETURN COMPLETED: IFB COVER PAGE; EXHIBIT A: BID FORM, EXHIBIT B: CONTRACTOR DATA SHEET, & EXHIBIT C: INSURANCE .

Note: Culpeper County does not discriminate against faith-based organizations in accordance with the *Code of Virginia,* §§ 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 Federal, State, and County law relating to discrimination in employment or contracting.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Exhibit A, Bid Form.

Name And Address Of Firm:

_____ Date: _____

_____ By: _____
Signature

_____ _____
Print Name

_____ _____
Title

Telephone Number: _____ e-mail: _____

Fax: _____ FIN: _____

IFB COVER PAGE
RETURN THIS PAGE

INVITATION FOR BID

SJ-10-2403R

AUDIO MONITORING SYSTEM
CULPEPER COUNTY ADULT DETENTION CENTER

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AUDIO MONITORING SYSTEM
CULPEPER COUNTY ADULT DETENTION CENTER

1. PURPOSE

It is the intent of the Culpeper County to contract a firm fixed price with a contractor/vendor, hereafter referred to as the "Contractor", to furnish all materials, equipment, and labor for the removal and replacement of an Audio Monitoring System for the Culpeper County Adult Detention Center located at 131 W. Cameron Street, Culpeper, Virginia 22701. All contractors are responsible for any addendums issued for this project. All notifications of any Addendums will be posted on the Culpeper County Purchasing Website. This solicitation is issued by the Culpeper County Procurement Department on behalf of the Culpeper County Board of Supervisors, herein referred to as "County".

2. COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (IFB) permit open competition. It shall be the bidder'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 IFB to a single source. Such notification must be received by the Purchasing Agent no later than five (5) days prior to the date set for bids to be received.

3. WORKMANSHIP

Where not more specifically described in these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

4. SCOPE OF WORK

A. Removal of the Existing Louroe DG25II :

1. Contractor shall remove the old Audio Monitoring System which consists of four (4) Audio Base Stations located on the 2nd floor in the Control Room and approximately 90 intercom/speaker boxes which are located throughout the ground floor, 1st floor, 2nd floor and roof of the Detention Center. The intercom/speaker boxes are located on the walls and ceilings; some locations are in highly secured areas. Security personnel will be provided in these areas. The age of the Monitoring System to be removed is approximately 22 years old.

2. Contractor shall remove and dispose of the existing Audio Monitoring System. All material will be disposed of in a legal and lawful manner off-site and at the contractor's expense.

3. Area around work site shall be cleaned each day before leaving the site.

B. New Audio Monitoring System Installation:

1. Contactor shall install a new Audio Monitoring System (Louroe) or equivalent to include two way communications and the ability to monitor rooms without detection. Existing wiring shall be used if determined to be in good working order. New wiring will be used to replace wiring deemed not usable. To the best of the County's knowledge the existing wiring is West Penn 4 strand #356 wiring. New 2-way Intercom/Speakers are to be installed where existing Intercom/Speakers are located. Existing 2-way Intercom/Speakers are wall/door mounted and ceiling mounted. Contractor shall be responsible for ensuring that the new Audio Monitoring System Base Stations, Monitor/Talkback Amplifier, and 2-way Intercom/Speakers will fit into the existing space where the old system existed.

2. Contractor shall ensure that all new equipment installed is operational and functioning properly.

3. Contractor shall provide training to designated Detention Center Personnel on the newly installed Audio Monitoring System.

4. Contractor shall provide a one (1) year hardware and labor warranty on the newly installed Audio Monitoring System to include Base Stations, Monitor/Talkback Amplifier and 2-way Intercom/Speakers.

C. Background Checks:

1. Should this bid be accepted; the Contactor shall obtain criminal background checks through the Virginia State Police Central Criminal Records Exchange, or other service acceptable to the County, on ALL employees which are assigned to this project. Copies shall be provided to the Contract Administrator prior to the Contractor's employees reporting to the facility for duty. This applies to managers, supervisors, project crews, and any other personnel assigned to this project to work in the facility. Note that criminal background requests require notarization. Culpeper County shall have the right to approve or disapprove Contractor's employees based upon background checks from working on County property. Disapproval solely applies to County associated facilities and has no bearing on the employment of the individual with the contractor's firm outside of the County.

5. PRE-BID/SITE INSPECTION

A. Pre-Bid and Site Inspection:

1. A Pre-Bid/Site inspection is scheduled for Tuesday, June 1st, 2010 at 1:00 P.M. local time at the Culpeper Adult Detention Center, located at 131 W. Cameron Street, Culpeper VA, 22701. Parking places are limited so please allow ample time for parking to arrive on time. For your safety, Security personnel will be accompanying you throughout the site inspection. No knives, guns, weapons, lighters, tobacco, or cell phones will be permitted in the facility during the walk-through.

2. Bidders are recommended and encouraged to visit the site during the Pre-Bid/Site Inspection to become fully acquainted and familiar with the conditions as they exist and the operation to be carried out. Bidders shall make such investigation as they may see fit so that they may fully understand the facility, difficulties and restrictions about the execution of the work. This will be the only tour of the facility provided by County personnel.

3. Minutes of the Pre-Bid meeting/site visit will not be recorded or published.

4. Questions that can't be answered during the Pre-Bid meeting will be answered in the form of an addendum and distributed to attendees of the Pre-Bid meeting/site visit.

6. CONTRACT TERMS AND CONDITIONS

A. Procedures

The extent and character of the services to be performed by the Contractor(s) shall be subject to the general control and approval of the Director of the Procurement or his authorized designee(s). The Contractor shall only comply with requests and/or orders issued by the contract administrator or his authorized designee(s) acting within their authority for the County.

Any change to the contract must be approved in writing by the Procurement Director of Culpeper County and the Contractor. Contract Administrators do not have the authority to order or authorize change orders, or in any way obligate funds on behalf of Culpeper County.

Contractor is cautioned not to accept or act upon verbal or written directives from individuals representing citizen volunteer and/or advisory groups or any other individuals or groups without written consent from the Procurement Director.

B. Liquidated Damages

Under the resulting contract, liquidated damages shall be $100.00 per calendar day for each day beyond the scheduled completion date shown on the resulting contract, which will be agreed upon between the County and Contract receiving award.

C. Safety

Any Contractor(s) performing services for the County of Culpeper 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 any Contractor(s) shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. The County has sole right to dismiss contractors and/or sub-contractors for non-compliance to the above rules and regulations and/or safety violation. The contractor must rectify all safety concerns prior to continuance of work.

D. Communication

At least one on-site worker who has supervision authority must be conversant in the English Language. This is necessary because of the need to read chemical labels, provide job instructions, ensure compliance with safety regulations and communicate with County staff. The County shall be sole judge of the communication level of the contractor's employees. Failure to have an English-speaking worker on each job is cause to halt work until the situation is remedied. Should this happen, it shall be at no additional cost to the County.

7. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 02/01/2010

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Department of Culpeper County, unless otherwise specified. The Procurement Department is responsible for the purchasing activity of Culpeper County. The term "County" as used herein refers to the contracting entity which is the signatory on the contract and may be either Culpeper County, or the Culpeper County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Department will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Culpeper County Purchasing Resolution, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the County. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other County

officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the County for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

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

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror shall contact the buyer in writing whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.

4. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS**: Failure to submit a bid/proposal on the official County form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.

5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the

bid/proposal/modification is considered a late bid/proposal/modification.

The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Department by the designated date and hour.

a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Department.

b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.

c. If the County closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

6. **WITHDRAWAL OF BIDS/PROPOSALS:**

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

a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the s solicitation prior to the time of acceptance.

b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

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

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

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

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.

11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.

12. **RESPONSE TO SOLICITATIONS**: In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidder's List.

13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

14. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.

15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the County or any agency, public entity/locality or authority of the Commonwealth of Virginia.

16. **ETHICS IN PUBLIC CONTRACTING**: The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the County. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any County representative or employee, other than the Procurement Department, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any County representative, other than the Procurement Department, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **VIRGINIA FREEDOM OF INFORMATION ACT**: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

    a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

    b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the even that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the County.

19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the County that no conflict of interest exists between Contractor and County that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the County.

SPECIFICATIONS

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

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

22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

    The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances., etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the County. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.

25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Department may post award results, which may be viewed on the Culpeper County Procurement Website at http://web.culpepercounty.gov

26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The County further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the County that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS**: In the case of a tie bid, the County may give preference to goods, services and construction produced in Culpeper County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS**: Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Culpeper County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

29. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

30. **ANTI-TRUST**: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Culpeper County, relating to the particular goods or services purchased or acquired by the County under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.

31. **PAYMENT TERMS**: Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.

    1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.

    2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

    3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.

    4. The County's fiscal year is July 1 - June 30. Contractors are advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.

32. **PAYMENT TO SUBCONTRACTORS**: A contractor awarded a contract under this solicitation is hereby obligated:

    1. 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

    2. To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

    The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from 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 by construed to be an obligation of the County.

33. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.

34. **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 another remedies which the County may have.

35. **ANTI-DISCRIMINATION**: By submitting their bids/proposals, Bidders/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 Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. 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 or 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. (Code of Virginia, §2.2-4343.1(E)).

    In every contract over $10,000 the provisions in A and B below apply:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

36. **INVOICES**: Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.

37. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:

A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. 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 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 Procurement Department within thirty (30) days from the date of receipt of the written order from the Procurement Department. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or $50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the , as applicable.

38. **INDEMNIFICATION**: Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

39. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

40. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

A. Termination for Convenience**:** In the event that the contract is terminated upon request and for the convenience of the County, without the required thirty (30) days advance notice, then the County shall be responsible for payment of services up to the termination date.

B. Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the County may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

41. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS**: Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Sub-Departments of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political sub-Department concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Culpeper County acts only as the "Contracting Agent" for these jurisdictions and political sub-Departments. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.

It is the awarded vendor's responsibility to notify the jurisdictions and political sub-Department of the availability of the contract.

Each participating jurisdiction and political sub-Department has the option of executing a separate contract with the awardees. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political sub-Departments covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardees, the awardees may withdraw its extension of the award to that jurisdiction.

Culpeper County shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political sub-Department by the awardees.

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

43. **SEX OFFENDER REGISTRY NOTIFICATION:** As a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities or children/students at any County/School public location or facility, the County will require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. This requirement does not apply to a contractor or his employees providing services to a school Department/public County facility in an emergency or exceptional situation, such as when student/child health or safety is endangered or when repairs are needed on an urgent basis to ensure the school facilities/public County facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students/children.

44. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DELIVERY PROVISION

45. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 4:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

46. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected

materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

47. **INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

48. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Department when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Department, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.

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

50. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Department, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the County.

51. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
    1. Purchase Order Number,
    2. Name of Article and Stock Number,
    3. Quantity Ordered,
    4. Quantity Shipped,
    5. Quantity Back Ordered,
    6. The Name of the Contractor.

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

BIDDER/CONTRACTOR REMEDIES

52. **PROTEST OF AWARD OR DECISION TO AWARD**: Any Bidder/Offeror who desires to protest the award or decision to award a contract, by Culpeper County, shall submit such protest in writing to the County Administrator, no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeror appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7-108 of the Culpeper County Purchasing Resolution. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.

53. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the County Board of Supervisors within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the Board of Supervisor's decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the or Board of Supervisor's shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the or Board of Supervisors fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

SPECIAL TERMS AND CONDITIONS

1. Material Safety Data Sheets (MSDS): Material safety Data sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the proposal as nonresponsive.

2. Labeling of Hazardous Substances: If the items or products requested by this solicitation are "Hazardous substances" as defined by Article 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in Article 136 of Title 7 of the United States code, then the Offeror, by submitting his proposal, 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 Offeror does not violate any of the prohibitions of Title 15 U.S.C. Article 1263 or Title 7 U.S.C. Article 136.

3. 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.

4. Use of Premises and Removal of Debris:
The Contractor shall:
   (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any Contractor;
   (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractor; and
   (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

   a. The Contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the County, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
   b. The Contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
   c. The Contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a Contractor fails to clean up at the completion of the work, the County may do so and charge for costs thereof to the Contractor.
   d. During and at completion of the work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.
   e. The Contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the County. The Contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the County.

5. PROTECTION OF PERSON AND PROPERTY: The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Contractor's operation in connection with the work.

   a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
   b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
   c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the County's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the County. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its Countys. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
   d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor, without special instruction or authorization from the County, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the County, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the General Terms and Conditions.

PROPRIETARY INFORMATION:

Countyship of all data, materials, and documentation originated and prepared for the County pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in acc ordnance 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 Section 2.2-4342F of the Code of Virginia, 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.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

NOTICE OF PROPRIETARY INFORMATION (CONTINUED):

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets', and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

RETURN THIS PAGE ONLY IF APPLICABLE

EXHIBIT A

Culpeper County, Virginia

Procurement Department
101 S. West Street, Suite 300
Culpeper, Virginia 22701

AUDIO MONITORING SYSTEM CULPEPER COUNTY ADULT DETENTION CENTER

Invitation to Bid No.SJ-10-2403R
The bidder agrees to provide the services in compliance with the Scope of Work and terms and conditions at a fixed price: Labor and Equipment for the term of the contact as follows:
NOTICE TO BIDDERS: The following required service shall be provided according to the contract terms and conditions contained herein.

Bid shall list total prices that include all materials & labor necessary to provide complete, finished work as follows:

1) Removal of existing Louroe DG25II Audio Monitoring System to include all 2 way intercom/speakers (approx. 90). $ _____

2) Installation of New Audio Base Station(s) Louroe DG25III or equivalent. Base Stations Must be able to handle at least ninety (90) 2 way Intercom/Speakers and have the ability to monitor rooms without detection. $_____

If not Louroe please indicate manufacturer _____
And Model number _____

3) Installation of one (1) Louroe DG-MA Monitor/Talkback Amplifier or equivalent. $ _____

If not Louroe please indicate manufacturer _____
And Model number _____

4) Installation of approx. ninety (90) New 2 way Intercom/Speakers to be installed in locations where existing equipment was removed. $ _____

Indicate manufacturer and Model number _____

5) Miscellaneous wiring, materials $ _____

6) TOTAL BID PRICE $ _____

CONTRACT TIME
If this Bid is accepted, we hereby state the following duration of time by which completion can be accomplished is: _____ Consecutive calendar days after acceptance of this Bid.

(RETURN THIS PAGE)

EXHIBIT B

CONTRACTOR DATA SHEET

1. QUALIFICATIONS OF BIDDER: Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____Years _____months.

3. REFERENCES: Indicate below a listing of at least three (3) recent contracts in which you have provided this type of work of the size and scope specified within the last (5) five years.

A. Customer Name:_____

Address:_____

_____

Telephone: _____E-Mail:_____

Contact Person: _____

B. Customer Name:_____

Address:_____

_____

Telephone: _____ E-Mail:_____

Contact Person: _____

C. Customer Name:_____

Address:_____

_____

Telephone: _____E-Mail_____

Contact Person: _____

RETURN THIS PAGE

EXHIBIT C
INSURANCE CHECKLIST

Audio Monitoring System Culpeper County Adult Detention Center

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits (figures denotes minimum)
X	1. **Worker's Compensation** and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Ration-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes $100,000/$500,000/$100,000 Statutory Statutory
X	2. **Commercial General Liability** General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. $1,000,000 CSL Each Occurrence $2,000,000 $2,000,000 $1,000,000 $50,000 Per Occurrence
X	3. **Automobile Liability** Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or Better, or its equivalent	3. $1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
X	4. **County named as additional insured on Auto and General Liability Policies.** (This coverage is primary to all other coverage the County may possess and **must be shown on the certificate**.)	
X	5. 30 day written cancellation notice required, 15 day cancellation notice required for non-payment to Culpeper County– Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
X	6. The Certificate must state Bid No. SJ-10-2403R and Bid Title: Audio Monitoring System	
X	7. Contractor shall submit Certificate of Insurance within 5 business days from notification of award.	
X	8. The Certificate Holder should be listed as: Culpeper County, c/o Purchasing Department, 101 S. West Street, Suite 300, Culpeper, VA 22701.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

_____
FIRM

_____
SIGNATURE

RETURN THIS PAGE

Culpeper County Purchasing Customer Service Survey

How did you hear about or receive this solicitation? **SJ-10-2403R**

☐ Local Culpeper newspaper
☐ Culpeper County Website
☐ E-VA
☐ VA Dept. of Minority Business
☐ Culpeper County Purchasing Dept.
☐ Construction Journal
☐ Construction Data
☐ E-Mail notification, Culpeper County
☐ Posting on Public Bulletin Board
☐ Internet: _____
☐ Other: _____

Please indicate how you score us on your level of satisfaction with the following items:
Our responsiveness to you in receiving this solicitation?

☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor

The courtesy you received from the purchasing staff?

☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor

Your overall experience with our performance during this request solicitation?

☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor

In your observation as a vendor, how can we improve the purchasing process?

_____

_____

Any other comments/suggestions?

_____

_____

Optional:

Name: _____Company/Firms: _____

Address: _____ E-Mail:_____

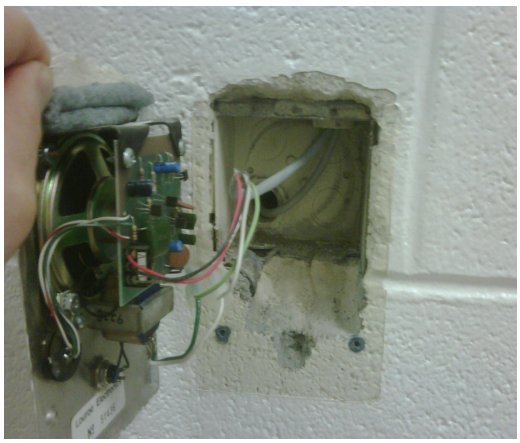
_____ Telephone: _____

Thank you for your response.
Please return this survey to the Culpeper County Procurement Department either with your Bid/Proposal, or e-mail at aculpeper@culpepercounty.gov , fax (540) 727-3486, or
Procurement Department
101 S. West Street, Suite 300
Culpeper, Virginia 22701

(OPTIONAL TO RETURN THIS PAGE)

Existing Intercom/Speaker-Wall Mount

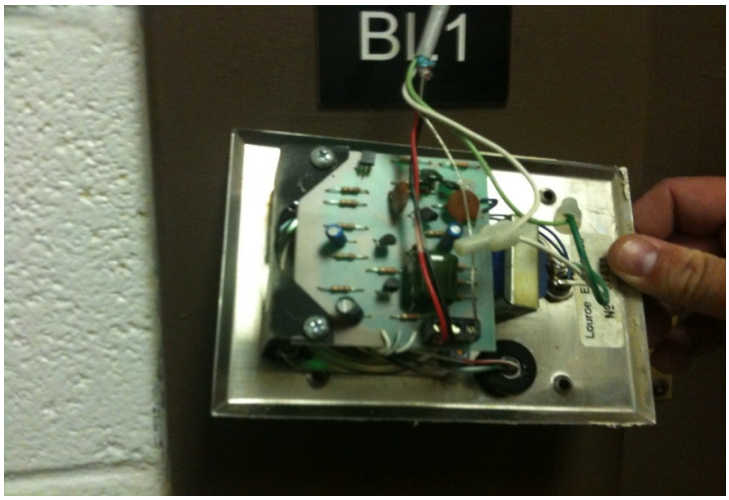
Existing Intercom/Speaker – Ceiling Mount



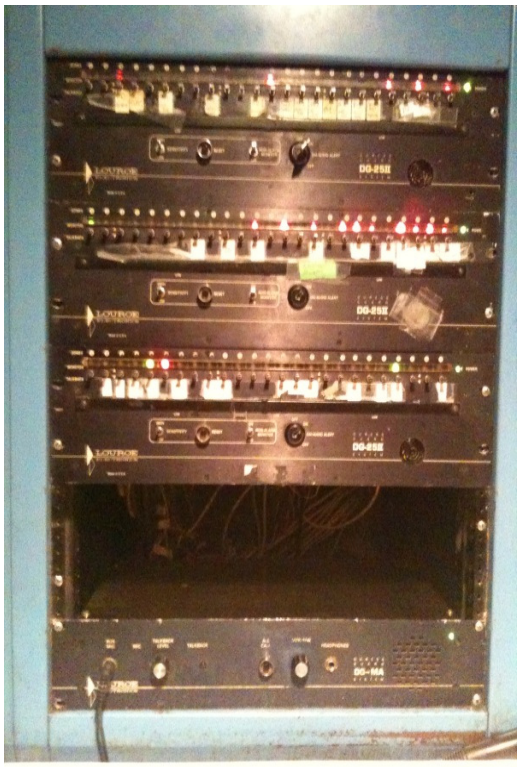
Inside of existing Intercom/Speaker

Inside of existing Intercom/Speaker

Inside of existing Intercom/Speaker



Backside of existing Intercom/Speaker



Existing Audio Base Stations. Total of four (4)
One is out on repair. The bottom unit is the Monitor/
Talkback Amplifier.