



# REQUEST FOR PROPOSALS TITLE PAGE

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## County of Hanover, Virginia Purchasing Division Finance and Management Services

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Proposal Title: **Equipment Maintenance, Repair and Installation of Electrical and Related Mechanical Work**

**This is Hanover County's Request for Proposals No. 11-031212-2212TP, issued November 18, 2011. Direct requests for information to: Trena A. Ponton, CPPB, Purchasing Officer Senior: Phone: 804-365-6283; Fax: 804-365-6100; email: [taponton@co.hanover.va.us](mailto:taponton@co.hanover.va.us). Sealed proposals will be accepted prior to 3:00 PM, December 12, 2011. Proposals received after the stated due date and time shall not be considered.** The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Division. Offerors are responsible for ensuring that Purchasing Office staff stamp their submission by the deadline indicated. In the event this time clock is not functioning, the time shall be determined by time displayed on the landline telephone near the time clock. The time on the telephone will be written on the proposal by hand, by County staff in the Purchasing Division. Should the County be officially closed at the time the proposal is due or pre-proposal conference is scheduled, the proposal due date or pre-proposal conference date shall automatically be changed to the same time on the next day the County is officially open at that time.

A Pre-proposal Conference will be held for this procurement on **December 1, 2011, 1:30 p.m.**, located at Hanover County Department of Public Utilities **James T. Bruce Operation Center, 9015 Pole Green Park Lane, Mechanicsville, VA 23116** to discuss the general scope of services and answer general questions. **Attendance is not mandatory, but encouraged. All questions/requests for information not posed at the pre-proposal conference shall be submitted in writing, addressed to:** County of Hanover, Purchasing Division, ATTN: RFP No. 2212TP, P. O. Box 470, Hanover, VA 23069-0470 and to be assured consideration, must be received prior to 4:30 PM, **December 2, 2011**, the County's next business day following the pre-proposal conference. Questions may be submitted by fax to 804-365-6100, or email to: [taponton@co.hanover.va.us](mailto:taponton@co.hanover.va.us). After reviewing any questions/requests submitted, the County will issue an addendum to respond to items it deems necessary. Changes to this Request for Proposals will be made only by written addendum issued by the County Purchasing Division.

Submit Proposals: **BY MAILTO:**

County of Hanover, Purchasing Division, P. O. Box 470, Hanover, VA 23069-0470

**BY HAND DELIVERY OR EXPRESS CARRIER TO:**

County of Hanover, Purchasing Division, 7496 County Complex Road, Hanover, VA 23069

**Information the Offeror deems Proprietary is to be included in the proposal in the separate section of the proposal identified on the line below. See Submission Requirements in this RFP for additional information.**

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**All proposed exceptions to this Request for Proposals, and any proposed changes to the contract documents or terms and conditions, are to be included in the proposal response in the separate section of the response identified on the line below. See Submission Requirements in this RFP for additional information.**

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In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

**INCLUDE PAGES 1, 2 AND 3 OF THIS RFP AS THE FIRST 3 PAGES OF YOUR PROPOSAL RESPONSE**

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Receipt of Addenda listed below is acknowledged and the proposal incorporates all requirements of these Addenda:

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

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The Offeror certifies that he has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the County.

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The Offeror hereby certifies that he will comply with all provisions of the Virginia Public Procurement Act and with the laws and regulations of Hanover County.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Hanover, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the County of Hanover, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Hanover.

The undersigned agrees to bear full cost of maintaining the work until final acceptance of the work is approved as provided by the Contract.

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**In compliance with VA Code Section 2.2-4343.1, Hanover County does not discriminate against faith-based organizations. Indicate by placing a check here ☐ if a Faith-Based Organization as described in VA Code § 2.2-4343.1B.**

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A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Any business entity described in this subsection that enters into a contract with a public body pursuant to Virginia Code § 2.2-4311.2 shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. (See full text in General Terms and Conditions)

Bidders or Offerors possessing an identification number issued to it by the State Corporation Commission shall provide the identification number below.

**Virginia State Corporation Commission Number:** \_\_\_\_\_  
OR

**Check here ☐** if authorization is not required, and explanation is included.

Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

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If applicable, I certify that I am a Registered Contractor in compliance with the Virginia Contractor's Registration Law, Title 54.1, Chapter 11, Code of Virginia.

Licensed Class \_\_\_\_\_ Virginia Contractor No. \_\_\_\_\_  
Valid until \_\_\_\_\_ (Date). Classifications: \_\_\_\_\_

I certify that the firm signing this bid and registered under that name is legally qualified, as determined by the Commonwealth of Virginia, Department of Professional and Occupational Regulation, Virginia Board for Contractors, in granting the registration, to perform the scope of work included in this bid.

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Please indicate the type of business:

\_\_\_\_\_ Individual Trading Under Trade Name (List Individual and Trade Name in “Full Legal Name of Offeror” below)

\_\_\_\_\_ Individual Trading in Own Name \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation

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Full Legal Name of Offeror: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Remittance Address (if different): \_\_\_\_\_

Signature: \_\_\_\_\_ (Person signing must be authorized to bind the offeror in contractual matters)

Printed or Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

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CONTACT INFORMATION (if different from above)

Printed or Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

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## **1.0 GENERAL INFORMATION**

- 1.1 The County is soliciting proposals from qualified Offerors to provide equipment maintenance, repair and installation of electrical and related mechanical work at various locations in the County of Hanover, Virginia.
- 1.2 The County reserves the right to award contract(s) from this solicitation to one or more Offerors.
- 1.3 The County reserves the right to add/delete locations and equipment. Current equipment is located at the following sites:
  - 1.3.1 Doswell Water Treatment Plant
  - 1.3.2 Doswell Waste Water Treatment Plant
  - 1.3.3 Ashland Waste Water Treatment Plant
  - 1.3.4 Urban Systems (Urban Systems covers an area generally from Mechanicsville to Ashland, Virginia and includes equipment located at 38 Waste Water Lift Stations, 9 Water Pump stations / tank facilities.
  - 1.3.5 Six independent subdivision wells
  - 1.3.6 Hanover STP
  - 1.3.7 Totopotomoy Waste Water Treatment Plant

## **2.0 SCOPE OF SERVICES**

- 2.1 The Contractor shall provide all supervision, labor, materials, supplies, equipment and transportation necessary for performing equipment maintenance, repair and installation of electrical and related mechanical work at various County locations. **Note: Services will be performed on the basis of an “hourly rate and material costs”.**
  - 2.1.1 Services to be performed under the resultant CONTRACT should include but may not be limited to the following minimum requirements.
    - 2.1.1.1 Diagnosis and repair of instruments, transmitters, recorders, indicators etc.
    - 2.1.2 Provide electrical services to install or repair instrumentation and controls to include equipment and support materials: surge arrestors, conduit, wire etc.
    - 2.1.3 Troubleshoot, repair / replace of variable frequency drives, such as Cutler-Hammer, ABB, Square D etc.
    - 2.1.4 Troubleshoot, maintenance and testing of generator switch gear, motor control centers and other associated electrical control modules as needed.
    - 2.1.5 Servicing all laboratory analyzers, including D.O. pH, Turbidity etc.
    - 2.1.6 Troubleshoot and program Programmable Logic Controllers such Allen Bradley (Compact Logix, SLC500, Micrologix) , Square D (Quantum, Momentum), Control Microsystems, Rugid etc.
    - 2.1.7 Troubleshoot and program Human Machine Interfaces (HMI), Supervisory Control and Data Acquisition (SCADA), such as C-More panels, Schneider Magelis, Allen Bradley PanelView, Wonderware etc.
    - 2.1.8 Provide Calibration of Equipment as needed:
      - 2.1.8.1 **Note: 6 Month / 12 Month Equipment Calibrations covered under separate contract. This service just refers to a single meter that has failed or being replaced.**
        - 2.1.8.1.1 Certified test equipment and/or traceable measures should be used, where applicable, when performing calibration services of any pneumatic, electronic, or other type of instrument, transmitter, indicator, or recorder.
        - 2.1.8.2 All equipment calibrated should be affixed with a tag indicating the date of calibration, name of technician who performed the calibration and company name. If equipment set up or location does not allow for a legible tag, the calibration information must be recorded in an equipment log book kept with the facility superintendent.

- 2.1.8.3 All equipment should have a data/work sheet on which the Contractor will record notes and adjustments required and made during the calibration of the equipment. The data/work sheet shall be made available to the facility superintendent upon request and must state the reading when tested, the results of the calibration test and amount of adjustment if required.
- 2.1.8.4 Calibration of some equipment may require verification in the form of a drop or rise test or a physical check to confirm elevation levels in relation to overflow evaluations. The tests must be done in coordination with the County so that special operations/scenarios are not created just for the verification. The County prefers to fill and drain the water tanks as part of the normal operations and communicate the information back to the Contractor rather than draining a tank just to check a sensor. County personnel will be available to assist with and coordinate the drop or rise test, but the Contractor shall be responsible for recording all test data for inclusion in a documentation log.
- 2.1.8.5 Calibration of the entire transducer to recorder loop is required to insure overall system integrity. This includes all metering devices in the loop as well as the end points.
- 2.1.8.6 County staff will be available to assist the Contractor with orientation, to provide services history, drawings, and other relevant information.
- 2.1.9 Provide mechanical services to install or repair instrumentation, controls, flow meter installation, mounting of sensors, devices, electrical control gear and associated equipment etc.
- 2.2 The County reserves the right to furnish any item, materials or subcontracted work in excess of \$1,000.00. If the repair is estimated to exceed 50% of the equipment replacement value, the Contractor must furnish a detailed written estimate of the repair or replacement prior to performing the work, except in the case of an emergency. Prior to proceeding with any repair, which requires a written estimate, the Contractor must receive written authorization from the County.
- 2.3 The plants and the urban systems shall remain in service during calibration, repair and / or installation work. Normal operations may be altered at the discretion of the County to accommodate certain requirements of the work. However, in all cases, the operation of the plants and urban systems stations shall take precedence over any aspect or requirement of the work and the procedures established by the County to maintain water and sewer service shall prevail. The Contractor is required to work with County personnel to ensure necessary procedures are followed to keep the plants and urban systems in service during the work. The Contractor shall not take equipment out of service for calibration, repair or maintenance without authorization from the County, except in cases of emergency. The Contractor will be made aware of any special procedures or monitoring required prior to starting the work.
- 2.4 The Contractor must have access to all necessary and proper tools, including the proper electronic test equipment and published procedures recommended by various manufacturers, to perform all calibration and maintenance / repair work in an efficient, expeditious, and satisfactory manner. The Contractor must have means to acquire parts and maintenance supplies as needed.
- 2.5 The Contractor agrees that, as a minimum requirement, all work performed shall be done (where applicable) in accordance with the most current instruction and / or operating books and manuals including service bulletins issued by the Original Equipment Manufacturer or Authorized Service Agent.
- 2.6 All work shall be performed in accordance with the water and sewer specifications of Hanover County and the regulations of the Virginia Department of Health, the Virginia Department of Environmental Quality, and all other applicable regulatory agencies. Information concerning the requirements of local, state, and federal regulatory agencies may be obtained from the appropriated agency. Contractor's and/or subcontractor's employees shall be trained in and comply with all OSHA requirements.
- 2.7 The estimates of work provided herein are for informational purposes only and should not be interpreted as a guarantee of orders or work to be done under the resulting CONTRACT. The County offers no such guarantee. The County reserves the right to add or delete equipment and locations to or from this CONTRACT as needed or if County systems are modified.

## 2.8 Documentation and General Equipment Condition

2.8.1 A documentation log or similar reporting containing copies of all calibrations and repairs made and / or comments relative to general equipment condition is required and must be maintained in current condition by the Contractor. The Contractor shall deliver the original or a current copy of the complete documentation log / report to the Director of Public Utilities within ten calendar days of the date of expiration or termination of the CONTRACT. This documentation should contain at a minimum the following information for all services performed by the Contractor:

- a. Instrument Manufacturer
- b. Model Number
- c. Location
- d. Function
- e. Range
- f. Desired Input, Output
- g. Problem Found
- h. Solution
- i. Name of Technician
- j. Date

## 2.9 Warranty of Work

2.9.1 After calibration or repair of existing equipment, or installation of new equipment, the percent error in each instrument shall not exceed the manufacturer's recommendation specifications. The Contractor shall warranty all labor for a minimum of 90 days after acceptance and approval by the County and provide warranty of parts for a minimum of one year or the manufacturer's warranty, whichever is longer, after acceptance and approval of repairs.

2.9.2 Correction of equipment incorrectly calibrated, repaired or installed shall not be billed to the County. Equipment damaged or destroyed while being repaired or installed shall be repaired or replaced by the Contractor, at the County's discretion, with comparable equipment satisfactory to and accepted by the County.

## 2.10 General Operation of the Contract

2.10.1 Services under the resultant contract shall be provided on an "as needed" basis.

2.10.2 The County specifically reserves the right to furnish any item materials or subcontracted work costing in excess of \$1,000.00. If the repair is estimated to exceed 50% of the equipment replacement value, the Contractor shall furnish a detailed written estimate of the repair prior to performing the work, except in the case of an emergency. Prior to proceeding with any repair, which requires a written estimate, the Contractor must receive written authorization from the County.

2.10.2.1 Cost for parts and equipment shall be billed "at cost" with no mark-ups allowed.

2.10.3 The Contractor must submit the written cost estimate and work schedule for the project to the County project representative. The estimate shall include projected man-hours by employee classification and the cost of any materials to be provided.

2.10.4 Approval to begin work on each project shall be evidenced by issuance of a written purchase order or written change order by the Purchasing Office. No work shall be performed prior to the issuance purchase order and no changes in the work made without a written change order.

## 2.11 Invoices

2.11.1 All invoices shall show the Contract Purchase Order number, the exact nature of work, and the contract price.

2.11.2 Charges for other materials outside of the contract shall be billed at actual invoice cost. Copies of all invoices for materials shall be provided with the Contractor's invoice. The County reserves the right to furnish materials for installation by the Contractor. Any charges in addition to labor rates must be approved in advance by the appropriate County staff.

2.11.3 If, in verifying the Contractors' invoices, it is found that the County is being overcharged, the Contractor shall credit the County's next invoice for the overcharge. If a credit balance remains after the expiration or termination of the contract, the Contractor shall pay the County the amount of the credit balance within 30 days following the end of the contract.

2.11.4 Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

2.11.5 Invoices shall be mailed to the following address:

Hanover County Department of Public Utilities  
P.O. Box 470  
Hanover, Virginia 23069 – 0470

2.12 Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the County.

2.13 The County may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Purchasing Division Director and a Contract Addendum and/or Purchase Change Order issued by the Purchasing Division to change the contract.

### **3.0 PROPOSED SCHEDULE OF IMPLEMENTATION**

| <u>Date</u>                                  | <u>Schedule of Items</u>                                                  |
|----------------------------------------------|---------------------------------------------------------------------------|
| November 18, 2011                            | Issue Request for Proposals                                               |
| December 1, 2011                             | Pre-proposal Conference @ 1:30 p.m., located at the James T. Bruce Center |
| December 12, 2011                            | Proposals Due Prior to 3:00 p.m.                                          |
| December 19 <sup>th</sup> & 20 <sup>th</sup> | Discussions with Selected Offerors (tentative)                            |
| December 28, 2011                            | Award of Contract (tentative)                                             |

### **4.0 PROPOSALS**

#### **4.1. Submission Requirements**

4.1.1 An **original**, so marked, and **3 copies**, so marked, for a **total of 4 copies** of your proposal document are required. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the outside of the envelope. Offerors are responsible for having their proposal stamped by Purchasing Division staff before the deadline for receipt of proposals. The County will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the County will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the County to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

#### 4.1.2 *Use of Information and Documents*

The County and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of the County. Following award the County may be required to allow inspection and copying of documents, and may also use the Offerors documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold the County, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offerors response.

#### 4.1.3 *Submission of Proprietary Information*

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

#### 4.1.4 **Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Contractor's obligations.**

#### 4.1.5 The County's proposed contract documents and this Request for Proposals contain terms and conditions the County of Hanover favors and intends to use for the resultant contract. **If the Offeror wishes the County to consider any changes to these documents, such changes must be submitted as part of the Offerors proposal.** Any Contractor receiving a contract award shall be required to execute a contract in substantial compliance with the County's standard contract and will be required to furnish all other required contract documents including tax identification or social security number within fifteen days after receipt of notification that the contract is ready for signature; otherwise, the County may award the contract to another Offeror.

#### 4.1.6 Proposals having any erasures or corrections must be initialed by the Offeror in ink.

#### 4.1.7 The County will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.

### 4.2. Format and Content

#### 4.2.1 The proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume if practical. Incomplete proposals may be determined nonresponsive.

#### 4.2.2 Offerors should organize their proposals using the following format:

##### 4.2.2.1 *Title Sheet*

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Pages 1, 2 and 3)** of this solicitation and include it as the first three pages of your proposal. The name stated on the Title Sheet, must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

**Offerors shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.**

#### 4.2.2.2 *Project Methodology*

Provide a complete description of the proposed methodology for providing the services and meeting the minimum requirements described in this solicitation:

- 4.2.2.2.1 How your company will approach the work described;
- 4.2.2.2.2 Provide unique problem solving and troubleshooting capabilities;
- 4.2.2.2.3 Provide information as to where the Offeror's closest service center is in relation to the Ashland, Virginia area (provide in Google miles) and the number of individuals available to work on the contract. This information will help the County determine the Offeror's Response Capability for performing both routine and "as needed" work under the contract.
- 4.2.2.2.4 Include, as samples, any applicable reports, record layouts, or records retention methods used by your firm for providing required record keeping processes; and
- 4.2.2.2.5 Other techniques and services available to provide the services stated herein.

#### 4.2.2.3 *Experience of the Offeror and the Project Team*

Include a brief statement of the Offerors experience in providing the services stated in the Scope of Services. This statement should include years of experience associated with equipment maintenance, repair and calibration of instrumentation and associated equipment. If subcontractors or special consultants will be used, they should be identified and their qualifications included in the proposal. Include experience of key individuals assigned to this project, emphasizing their experience in working with similar projects and local governments. List key professional staff to be assigned work under the contract and describe their experience as project team members. Show only experience directly related to their assigned duties under the proposed project. List team members' names and titles in the listed project, project title, brief project description, year completed and name, address, and phone number of the client. Include resumes of key personnel and subcontractors.

- 4.2.2.3.1 Include a list of projects that contained work of similar nature or related to the work described solicitation. Include detailed explanations as to whether your firm had difficulty completing the projects, when and where the problems occurred and how your firm remedied the problem(s).

- 4.2.2.3.1.1 Include the following information:

- 4.2.2.3.1.1.1 project name, brief project description and location of the office responsible for the project.

- 4.2.2.3.1.1.2 name of team members who worked on this project with their job title and brief description of their responsibilities in the listed project.

- 4.2.2.3.2 Include a list of all specialty tools and electronic test equipment to be used in meeting the needs of the contract. Please include the number of years of experience using the tools and briefly explain how and on what types of County equipment they will be used. Basic hand and power tools do not need to be included.

#### 4.2.2.5 *References*

Provide a list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, description of type of services performed, and person the County may contact.

#### 4.2.2.6 *Fees for Services*

Fees for services are to be included in with your proposal response. Fees will be considered in the rankings of Offerors for short listing firms for interviews/discussions and the final rankings of Offerors for award of the contract. The resultant CONTRACT will be based on hourly rates. Please include with your proposal the **FEE TABLE** provided in **APPENDIX B**. Fees shall be stated in United States Dollars (USD).

- 4.2.2.6.1 All costs shall include all labor, equipment, materials, tools, minor repair items (e.g., screws, nuts, bolts, etc...) and transportation. Labor hours billed are to be computed from arrival at the job site until departure from the job site and / or actual shop hours working on equipment removed from the job site.
- 4.2.2.6.1 **Regular rate** – work done between the hours of 7:30 a. m. and 4:30 p. m., Monday through Friday, excluding County holidays and emergency work.
- 4.2.2.6.2 **Overtime rate** – work done between the hours of 4:30 p. m. and 7:30 a. m., Monday through Friday, excluding County holidays and emergency work.
- 4.2.2.6.3 **Holiday rate** – work done on County holidays.
- 4.2.2.6.4 **Emergency rate** – work done pursuant to the declaration of an emergency by the Department of Public Utilities. In the event of an emergency, the Contractor is required to respond to the site within four hours of notification of the emergency.
- 4.2.2.6.5 No rate listed above may be combined regardless of when the work is performed. For example, the Contractor cannot charge both the emergency and holiday rate even if the emergency occurs on a holiday.

#### 4.2.2.7 *Insurance*

- 4.2.2.7.1 The proposal should address the insurance coverage of the Offeror. A sample insurance certificate submitted as part of the proposal is the preferred method of indicating coverage. Original certificates of insurance signed and provided by authorized representatives of the insurers or, at the County's request, certified copies of insurance policies evidencing that the required insurance is in effect, shall be provided to the County Purchasing Division prior to award of the contract, and within seven days of any written request a certificate, and for each year for five years after Final Payment for the Work with respect to products and completed operations liability.
- 4.2.2.7.2 The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to the County, as will protect itself and the County from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation & Employers' Liability (if required by statute), Commercial General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability), Business Auto Liability, and Professional Liability Insurance. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. Insurers should have a rating of "A-", Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by the County. Applicable insurance policies should be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until 30 days prior written notice has been given to the County Purchasing Division. Hanover County, Virginia and its elected and appointed officials, officers, consultants, agents and employees should be named as additional insureds on the Contractor's Commercial General Liability insurance. This insurance shall be primary to any other insurance or self insurance available to the County.

#### 4.2.3 *Other Information*

4.2.3.1 Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection.

4.2.3.2 Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from the County in addition to general assistance.

### 5. **CRITERIA FOR PROPOSAL EVALUATION**

#### 5.1 Offeror

5.1.1 Overall qualifications and experience of the firm, project team and any subcontractors, including previous experience in providing these services.

5.1.2 Experience related to Industrial Control equipment relative to the requirements within this solicitation.

5.1.3 Depth and variety of staff disciplines available to the County.

5.1.4 Equipment and training, quality control/quality assurance practices.

5.1.5 Familiarity with applicable Federal, State and Local codes, laws and regulations governing the work described.

5.1.6 Specialty tools and electronic test equipment to be used in meeting the needs of the resultant contract and experience with using these tools.

5.1.7 Information supplied by references.

#### 5.2 Methodology and Process

5.2.1 Proposed methodology for providing the services within this solicitation.

5.2.2 Ability for completion of services relative to the scope of services and appropriate response time for providing services as required.

5.2.3 Unique problem solving and troubleshooting capabilities.

5.2.4 Availability of support services (e.g., phone support, meetings) when needed.

#### 5.3. Price

Proposed hourly rates for providing services.

5.3.1 When identifying contract costs/fees and hourly rates, the County expects the following to be included in its contracts:

5.3.1.1.1 The County does not allow mark-ups on reimbursable expenses, including fees charge by sub-Contractor(s).

5.3.1.1.2 Job classifications and fixed hourly rates are to be provided as provided in the **FEE TABLE**. Listing “ranges” for fees for additional services desired will not be accepted.

5.3.1.1.3 Known sub-Contractor’s fees and hourly rates are to be included.

## **6.0 METHOD OF AWARD**

The County reserves the right to make multiple awards pursuant to this solicitation should the County decide this to be in its best interest. Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror or to multiple Offerors should the County decide this to be in its best interest. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

## **7.0 CONTRACT TERM, RENEWAL, PRICE ESCALATION AND TERMINATION**

- 7.1 The initial term of this contract shall be one year from the date of the contract, with the option to renew for four additional one year periods, upon mutual consent of the parties to the contract. **Prices submitted by the Offeror shall remain firm for the initial term of the contract.**
- 7.2 For future contract periods, price increases shall be limited to the percentage increase in the **Consumer Price Index, Table 4 (<http://stats.bls.gov/news.release/cpi.t04.htm>), Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics.** The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.
- 7.3 The Contractor shall give the County Purchasing Division written notice of its intention to terminate the contract, **or not to renew the contract**, at least 60 days prior to the proposed termination or renewal date of the Contract. See Paragraph 9.6 of the following General Terms and Conditions for the County's termination provisions.

## **8.0 SPECIAL TERMS AND CONDITIONS**

In the event there is a conflict between the Special Terms and Conditions in this section and the Additional Terms, Conditions and Instructions to Offerors contained elsewhere in this solicitation, these Special Terms and Conditions shall apply.

- 8.1 This solicitation is a cooperative procurement issued on behalf of Hanover County, Virginia, the Hanover County Community Services Board, Hanover County Department of Social Services, Hanover County Economic Development Authority, Hanover County School Board, Hanover County Constitutional Officers, Pamunkey Regional Jail, and Pamunkey Regional Library.

## **9.0 GENERAL TERMS AND CONDITIONS**

(References to "Contractor" in this section are to the successful Offeror who enters into a contract with the County.)

### **9.1 Certifications**

- 9.1.1 By submitting its proposal, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or cause to be rigged, altered or otherwise manipulated its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the County.
- 9.1.2 By submitting its proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with its proposal; and that it has 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.

### **9.2 Independent Contractor**

The Contractor is an independent contractor and nothing contained in the CONTRACT shall constitute or designate the Contractor or any of its agents or employees as employees of the County.

### 9.3 Rejection And Award of Proposals

The County reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors if so stated. A Notice of Contract Award for this solicitation shall be posted on a bulletin board outside the Purchasing Division for a period of at least 10 calendar days. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Contractor unless so stated in the Request for Proposals. The County reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in its best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interests.

### 9.4 Withdrawal of Proposals

9.4.1 An Offeror may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.

9.4.2 By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposals.

### 9.5. Contractor Registration/County Licensure

9.5.1 If required in order to perform any of the work in this Request, the Offeror certifies that the Offeror has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, Virginia Board for Contractors in granting the License or Certificate and classifications. If required for the work called for in the Request, the Contractor shall also obtain a License from the Hanover County Commissioner of Revenue.

### 9.6. Contract Termination

9.6.1 Unless specified otherwise, any resultant contract may be terminated by the County, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor as provided in the Notification paragraph below. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

9.6.2 If funds are not appropriated for this contract for any County fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the County shall not be liable for future payments or for cancellation or termination charges.

### 9.7. Ownership of Documents

9.7.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of the County, become County property and shall be delivered to and remain the property of the County upon completion of the work or termination of the Contract. The County shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

9.7.2 Any documents or other materials provided to the Contractor by the County shall be returned to the County upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of the County and shall be sent to the County upon delivery of the final products and/or services unless otherwise requested by the County. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

### 9.8. Licenses And Permits

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.

9.9. Royalty And License Fees And Copyright, Trademark And Patent Protection

- 9.9.1 In submitting its proposal, the Offeror certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request.
- 9.9.2 Unless specified otherwise in the CONTRACT, the Offeror shall pay all royalty and license fees relating to the items covered by the contract.
- 9.9.3 In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.

9.10. Taxes

The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

9.11. Acceptance of Goods/Services

Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the CONTRACT upon written notice to the Contractor and return products to Contractor at the Contractor's expense.

9.12. Contract Changes

Any changes to the CONTRACT must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

9.13. Payment For Services

Payments to the Contractor shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the CONTRACT. Backup documentation for each invoice shall be provided in detail satisfactory to the County. The Contractor's records and documentation supporting such invoices shall be made available to the County upon reasonable request. The Contractor agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

9.14. Damage to Property

The Contractor shall be responsible for damages to property caused directly or indirectly by its actions or omissions in performing its work under the CONTRACT. The Contractor shall repair to proper working order or replace, to the County's satisfaction, any property damaged directly or indirectly by its actions or omissions.

9.15. Compliance With All Requirements

The Contractor shall comply with and provide all deliverables in compliance with all applicable federal, State and local laws and regulations.

9.16. Legal Proceedings

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Hanover County General District Court or the Hanover County Circuit Court and any resulting contract shall be governed by the laws of the Commonwealth of Virginia.

9.17. Subcontracting And Assignment Of Work

- 9.17.1 The Contractor shall not subcontract or assign the CONTRACT, in whole or in part, other than that specifically stated in the CONTRACT, without the express written consent of the County. A description of any work the Contractor proposes to subcontract shall be submitted to the County for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the County for all work performed by any subcontractor or special consultant.
- 9.17.2 The County will, during the term of this Agreement, have the right of reasonable rejection of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

9.18. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to the County of Hanover, Deputy County Administrator, P. O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

9.19. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

9.20. Contractual Provisions Included Pursuant to Statutes

9.20.1 *Nondiscrimination and Drug-Free Workplace*

If the resultant CONTRACT exceeds \$10,000, during the performance of the CONTRACT, the Contractor agrees as follows:

- 9.20.1.1 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 non-discrimination clause.
- 9.20.1.2 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.
- 9.20.1.3 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.
- 9.20.1.4 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. 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 a controlled substance or marijuana during the performance of the contract.

9.20.1.5 The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### 9.20.2 *Payments To Subcontractors*

Pursuant to Virginia Code Section 2.2-4354, the Contractor agrees that:

9.20.2.1 Should any subcontractor be employed by the Contractor for the provision of any goods or services under this Contract, the Contractor agrees to the following:

9.20.2.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to this Contract, either:

9.20.2.1.1.1 Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the goods or services provided by the subcontractor; or

9.20.2.1.1.2 Notify the County, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the County shall be given to: Hanover County Administrator, P.O. Box 470, Hanover, VA 23069-0470.

9.20.2.2 The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the County for goods or services provided under this Contract, except for amounts withheld under subparagraph immediately above.

9.20.2.3 The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

9.20.2.4 The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the County.

9.20.2.5 No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

#### 9.20.3 *Contractual Claims*

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the County Administrator, Hanover County Government Building, 7516 County Complex Road, Hanover, Virginia 23069 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

#### 9.20.4 *Ethics in Public Contracting*

9.20.4.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4370, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Division Director upon request.

9.20.4.2 The provisions of this section supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

#### 9.20.5 *Employment of Unauthorized Alien*

The Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

#### 9.21. Precedence Of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offerors response to the Request for Proposals.

#### 9.22. Indemnification

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the County, and all of its officials, agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

#### 9.23 Audit

9.23.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five years after the effective date of final payment or contract termination. During this five year term, the County, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.

9.23.2 There shall be no fees or costs charged to the County by the Contractor for any such audit activities.

9.23.3 The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the County's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the County. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

#### 9.24 Financial Statements

9.24.1 Any entity responding to this solicitation, and the vendor or contractor chosen as a result of this solicitation, by submission of a response to this solicitation, agrees to provide the County, within 10 calendar days of the County's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is complete and is the most recent audited financial statement(s) available.

9.24.2 The financial statement(s) shall be provided at no charge to the County, and the County shall be under no obligation to return the financial statement(s).

9.24.3 The vendor or contractor chosen as a result of this solicitation shall require this same provision to be included in the contracts of all subcontractors and any other entities providing any services related to the County contract, so as to guarantee the County's rights to obtain financial statements. Should the vendor or contractor fail to ensure the County's rights under this section, the vendor or contractor shall be liable to the County for all reasonable costs and expenses the County may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

9.25 Extension of Contract

The County Purchasing Division, at its discretion, may extend the contract completion date for a period sufficient to complete the project, unless specifically stated otherwise in the solicitation.

9.26 Faith-based Organizations

In compliance with VA Code Section 2.2-4343.1, Hanover County does not discriminate against faith-based organizations.

9.27 Guarantees and Warranties

9.27.1 The Contractor shall, through itself and/or the manufacturer, provide the County with a warranty on all products provided by the Contractor. The warranty shall be for a period of at least one-year, or the manufacturers standard warranty, whichever is longer.

9.27.2 The warranty shall include all parts, labor, transportation, and any other costs (except general supply items) necessary to keep the product in good operating condition.

9.27.3 The cost of this one-year warranty shall be included in the price quoted.

9.27.4 If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

9.28 Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth

9.28.1 In accordance with Virginia Code § 2.2-4311.2, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

9.28.2 Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

9.28.3 Any bidder or offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Hanover County Administrator.

9.28.4 Any business entity that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

9.28.5 The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**ISSUED BY: HANOVER COUNTY, VIRGINIA**  
**Trena A. Ponton, CPPB**  
**Purchasing Officer Senior**  
**Finance and Management Services Department**  
**Purchasing Division**  
**P.O. Box 470**  
**Hanover, VA 23069-0470**  
**PH: (804) 365-6283 / FX: (804) 365-6100**  
**Email: [taponton@co.hanover.va.us](mailto:taponton@co.hanover.va.us) / Website: [www.co.hanover.va.us](http://www.co.hanover.va.us)**

**APPENDIX A**  
**SAMPLE CONTRACT**

**Request for Proposals No. 11-031212-2212TP**  
**Equipment Maintenance, Repair and Installation of**  
**Electrical and Related Mechanical Work**  
**Hanover County, Virginia**

**CONTRACT**

THIS CONTRACT is entered into \_\_\_\_\_, 20\_\_, by HANOVER COUNTY, a political subdivision of the Commonwealth of Virginia ("the County"), and \_\_\_\_\_, ("the Contractor") located at \_\_\_\_\_, PH: \_\_\_\_\_.

The parties agree that in consideration of the attached Fee Schedule, the Contractor will perform all services and deliver all goods in accordance with the requirements described in solicitation number 11-031212-2212TP, Dated November 18, 2011.

Contract documents, in addition to this CONTRACT and Hanover County solicitation number 11-031212-2212TP, are Attachment A – Fee Schedule, Attachment B – Insurance, and the solicitation response of the Contractor, dated \_\_\_\_\_, 20\_\_.

Goods, services, labor and materials shall be provided in accordance with the contract documents. This CONTRACT is the complete agreement between the parties and may not be altered except by written memorandum signed by the parties.

The initial term of the contract shall be \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_, with the option to renew for four additional one year periods, upon mutual consent of the parties to the contract

In the event of conflict among the provisions of the contract documents, the order of precedence shall be the order listed above.

The County agrees to make payment to the Contractor for goods and services provided within 30 days after receipt of an approved invoice.

The signatures of the parties or their authorized representatives are set out below in acknowledgment of this agreement.

**HANOVER COUNTY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_(SEAL)  
Alan Wright  
Purchasing Division Director

**NAME OF BUSINESS**

\_\_\_\_\_  
Date

By: \_\_\_\_\_(SEAL)  
Signature (President or vice-president must sign  
or evidence of authority must be provided.)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

**ATTACHMENT A**

**FEE SCHEDULE FOR THE CONTRACT**

The agreed upon fee schedule will be incorporated under this attachment.

Name  
Address  
Phone  
Facsimile

**CATEGORIES OF LABOR AND RATES**

**DESCRIPTIONS**

**RATES**

**Electronic/Instrumentation Technician**

|                |          |
|----------------|----------|
| Regular rate   | \$ _____ |
| Overtime rate  | \$ _____ |
| Holiday rate   | \$ _____ |
| Emergency rate | \$ _____ |

**Journeyman Electrician**

|                |          |
|----------------|----------|
| Regular rate   | \$ _____ |
| Overtime rate  | \$ _____ |
| Holiday rate   | \$ _____ |
| Emergency rate | \$ _____ |

**Assistance / Laborer / Helper**

|                |          |
|----------------|----------|
| Regular rate   | \$ _____ |
| Overtime rate  | \$ _____ |
| Holiday rate   | \$ _____ |
| Emergency rate | \$ _____ |

***Systems Engineer ( PLC / SCADA Programmer )***

|                |          |
|----------------|----------|
| Regular rate   | \$ _____ |
| Overtime rate  | \$ _____ |
| Holiday rate   | \$ _____ |
| Emergency rate | \$ _____ |

## ATTACHMENT B

### INSURANCE

The Contractor shall have in force at least the minimum insurance coverage stated below during the performance of service under this CONTRACT:

A. Workers' Compensation and Employers' Liability: as required by Virginia law

- |                              |                  |
|------------------------------|------------------|
| (1) Each Accident:           | \$ __,000,000.00 |
| (2) Disease - Policy:        | \$ __,000,000.00 |
| (3) Disease - Each Employee: | \$ __,000,000.00 |

C. Commercial General Liability with limits as follows:

- |                                    |                  |
|------------------------------------|------------------|
| (1) General Aggregate:             | \$ __,000,000.00 |
| (2) Products - Comp/Op Aggregate:  | \$ __,000,000.00 |
| (3) Personal & Advertising Injury: | \$ __00,000.00   |
| (4) Each Occurrence:               | \$ __00,000.00   |
| (5) Medical Expense:               | \$ __,000.00     |

D. Business Auto Liability with limits as follows:

- |                            |                  |
|----------------------------|------------------|
| (1) Combined Single Limit: | \$ __,000,000.00 |
|----------------------------|------------------|