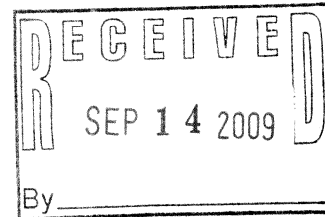


CLARKE COUNTY PURCHASING OFFICE
129 RAMSBURG LANE
BERRYVILLE, VA 22611
(540) 955-5185
FAX: (540) 955-0456
RFP COVER SHEET



DATE: September 10, 2009

TO: Interested Vendors

RE: Request for Proposals

SENDER: Mike Legge, Clarke County Purchasing Manager

REMARKS:

Following this cover sheet you will find a copy of the "REQUEST FOR PROPOSALS" for the following:

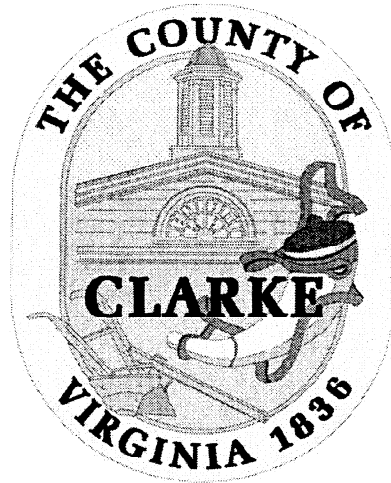
RFP # 09-0929 GREENWAY COURT ASSESSMENT REPORT

The advertisement for this RFP appeared in the Winchester Star on Thursday, September 10, 2009. Proposals must be received in the Clarke County Purchasing Office no later than 3:00 PM, Tuesday, September 29, 2009, at which time they will be publicly opened and read.

Please note that a mandatory pre-proposal meeting is scheduled for 11:00 a.m. on Friday, September 18, 2009 at Greenway Court, 1362 White Post Road, just over one mile south of the village of White Post. Attendance at the mandatory pre-proposal meeting is required for proposals to be accepted. Vendors will be allowed to inspect the site and ask questions during the conference.

Thank you for your interest in Clarke County.

REQUEST FOR PROPOSALS



PROPOSAL TITLE: **GREENWAY COURT ASSESSMENT
REPORT**

PROPOSAL NUMBER: **RFP # 09-0929**

PROPOSAL DUE DATE: **TUESDAY, SEPTEMBER 29, 2009**

PROPOSAL DUE TIME: **3:00 P.M.**

****NOTE: A mandatory pre-proposal meeting is scheduled for 11:00 a.m. on Friday, September 18, 2009 at Greenway Court, 1362 White Post Road, just over one mile south of the village of White Post. Attendance at the mandatory pre-proposal meeting is required for proposals to be accepted. Vendors will be allowed to inspect the site and ask questions during the conference.**

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I. Request for Proposals (as publicly advertised)

RFP # 09-0929- Greenway Court Assessment Report

The County of Clarke, Virginia, is soliciting competitive sealed proposals from qualified vendors to update the 2006 Historic Structure Assessment Report for the historic structures at Greenway Court that are under conservation easement; the Land Office, the Smokehouse, and the Carriage House.

The intent of this Request for Proposals is for the County to develop a contract with a selected vendor to develop and provide an updated Historic Structure Assessment Report that shall consist of: current conditions assessment of the three subject structures including a structural assessment by a registered engineer with mitigation recommendations based on the Secretary of Interior's Standards for Rehabilitation; digital images documenting the buildings in their current state with details of areas where stabilization is required; identification of required stabilization and rehabilitation work; methodology of how structural issues are to be remedied; prioritization of work based on the immediacy of the threats to the stability of the buildings and the amount of funds currently available; and updated cost estimates.

A mandatory pre-proposal meeting is scheduled for 11:00 a.m. on Friday, September 18, 2009 at Greenway Court, 1362 White Post Road, just over one mile south of the village of White Post. Attendance at the mandatory pre-proposal meeting is required for proposals to be accepted. Vendors will be allowed to inspect the site and ask questions during the conference.

Proposal documents and copies of the 2006 Historic Structure Assessment Report can be picked up in person at the Clarke County Purchasing Office, 129 Ramsburg Lane, Berryville, VA 22611. Requests to receive the proposal documents and the 2006 Assessment Report by mail can be made by emailing the Clarke County Purchasing Office at mlegge@clarkecounty.gov or by phone at (540) 955-5185.

Sealed Proposals shall be clearly marked, "RFP 09-0929 – Greenway Court Assessment Report" and must be received in the Clarke County Purchasing Office no later than 3:00 PM, Tuesday, September 29, 2009, at which time they will be publicly opened and read. Proposals received after this time will not be opened.

Each vendor must be an Equal Opportunity Employer as defined by Federal and State Law.

Clarke County reserves the right to reject any and all bids or proposals, to waive informalities, and to negotiate with the successful vendor(s).

Thomas J. Judge, Director of Joint Administrative Services

II. Special Terms and Conditions

A. Purpose of Contract

1. The intent of this "Request for Proposals" (hereinafter known as "this document" and the resulting contract is to obtain the services of a qualified Contractor (hereinafter known as "Contractor") to provide professional services to update the 2006 Historic Structure Assessment Report for the historic structures at Greenway Court that are under conservation easement; the Land Office, the Smokehouse, and the Carriage House.
2. The updated assessment shall consist of: current conditions assessment of the three subject structures including a structural assessment by a registered engineer with mitigation recommendations based on the Secretary of Interior's Standards for Rehabilitation; digital images documenting the buildings in their current state with details of areas where stabilization is required; identification of required stabilization and rehabilitation work; methodology of how structural issues are to be remedied; prioritization of work based on the immediacy of the threats to the stability of the buildings and the amount of funds currently available; and updated cost estimates.

B. Project Background

1. Greenway Court is located approximately 11 miles south of Berryville in Clarke County and approximately one mile south of the village of White Post. Greenway Court was the home of Thomas, Lord Fairfax, 6th Baron Cameron, from 1747 until his death in 1781. As the seat of his 1600 sq. mile Northern Neck Proprietary, it was a significant center of colonial business and social activity. The National Park Service designated the property a National Historic Landmark in 1960.
2. The historic elements of the property under easement are the site of the 1747 wooden Greenway Court dwelling and three historic structures: the ca. 1761 stone Land Office (20'x30'), the mid-18th-century log smokehouse (12'x12'), and the ca. 1830 stone carriage house (20'x30'). The wooden elements (window frames and roofs) of the stone structures were repaired/replaced in the mid-20th century. The 20th-century shake shingle roofs were replaced with temporary asphalt sheathing in 2005. The property has never been the subject of any professional archeological

research. The buildings have not been modernized and retain their rustic condition.

3. In July 2003, the Clarke County Board of Supervisors and the Clarke County Conservation Easement Authority purchased a conservation easement for \$225,000 on the 140 acres that now comprise the Greenway Court property. This purchase was made from the family that continues to own the property. The easement limits residential development to two new dwellings to be located at least 750 feet from the historic sites and protects the historic elements by requiring prior approval of any rehabilitation work or excavation. The easement allows the County to conduct rehabilitation and archeological work on the historic buildings and sites. The Virginia Department of Historic Resources is a co-holder of the easement on the historic resources. The County removed vegetation from the vicinity of the historic structures and had them treated for pests.

4. The County has received a grant from the Virginia General Assembly to assist in the funding of the stabilization and rehabilitation of the subject buildings.

5. The Architectural Historian on contract to the County, Maral Kalbian, will provide additional background information and will assist the chosen contractor.

C. Proposal Requirements.

1. Proposals must include a Standard Form 330 with no alterations or additions.
2. Proof of Licensing from the Virginia Department of Professional & Occupation Regulation is required.
3. Professional liability insurance is required.
4. Professional automobile insurance is required.
5. The proposal shall state how much of the work will be sub-contracted or be performed by the firm's own personnel.
6. At least three references shall be provided. Completed examples of Historic Structures Reports or Structural Assessments of historic buildings shall be submitted, preferably reports that led to an actual rehabilitation/stabilization project that the County's Selection Committee could visit.
7. Proposals shall not include any pricing information pertaining to this project. The County's Selection Committee will discuss pricing options during the interview and evaluation stages.

D. Evaluation used to Schedule Interviews

1. Familiarity or experience with the project's area of specialty (Assessment and Use Reports for 18th century plantation structures) and the Secretary of the Interior's Standards for the Treatment of Historic Properties.
2. Qualifications and Experience, with specific attention to projects of similar scope.
3. Strength of References.

E. Interviews and Discussions

1. The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible.
2. Interviews will be conducted in October 2009. Firms short-listed will be notified of the time and location for their respective interview.
3. The successful vendor shall be able to demonstrate experience in historic preservation and a familiarity with the Secretary of Interior's Standards for Rehabilitation and shall be comprised of registered architects, structural engineers (with experience with historic masonry and log buildings), and pest control specialists.
4. Interviews may include nonbinding estimates of total project costs and/or non-binding estimates of price for services.

F. Final Evaluation (after Interviews)

1. Familiarity or experience with the project's area of specialty (Assessment and Use Reports for 18th-century plantation structures) and the Secretary of the Interior's Standards for the Treatment of Historic Properties.
2. Qualifications and Experience, with specific attention to projects of similar scope.
3. Strength of References
4. Qualifications and availability of personnel to be assigned to the work.

5. Ability of the firm to complete the work in a timely manner.
6. Overall strength of interview, including any non-binding pricing information submitted or discussed.

G. Contract Negotiation.

1. At the conclusion of the interviews and discussions, on the basis of the evaluation criteria and all information developed in the selection process to this point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

H. The provisions set forth herein for contractual goods/services rendered to Clarke County, Virginia, hereinafter to be inclusive of but not limited to Clarke County Joint administrative Services, General Government, and School Board, and referred to as "Clarke County". These provisions bind all contractors submitting proposals. Further, these conditions and requirements become part of any contract awarded between Clarke County and the successful contractor.

I. 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 courts of the Commonwealth. The Contract shall comply with all applicable federal, state and local laws and regulations.

J. Use of Subcontractors.

1. All Contractors shall include a list of all Subcontractors with their proposal.
2. Clarke County reserves the right to reject the Contractor's selection of Subcontractors.

K. Progress and Completion

1. The date of commencement and the date of completion shall be established in the Contract.
2. By executing the Contract, the Contractor confirms that the contract time is a reasonable period for performing the work.
3. The following is an estimated time frame for the completion of this project:

PROPOSAL ADVERTISED	September 10, 2009
PRE-PROPOSAL MEETING	September 18, 2009 at 11:00 a.m.
PROPOSAL OPENING	September 29, 2009 at 3:00 p.m.
INTERVIEWS	Early October 2009
AWARD	Middle of October 2009
DRAFT OF DESIGN AND PRIORITY PLAN	November 16, 2009
COMMENTS FROM THE COUNTY AND STATE RETURNED TO THE VENDOR	November 30, 2009
COMPLETION DATE	December 14, 2009

4. Contractor is expected to submit the proposal on the above time frame. If time frame places too many restrictions on the Contractor, please submit a deviation request with alternate time frame.

L. Addenda

1. Addenda will be mailed or delivered to all that are known by the issuing office to have received a complete set of Proposal Documents.
2. Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for that purpose.
3. No Addenda will be issued later than two (2) days prior to the date of receipt for Proposals except:
 - a) any Addendum withdrawing the Request for Proposals
 - b) any Addendum that includes postponement of the date of receipt for Proposals.
4. Each Contractor shall ascertain before submitting a Proposal how many Addenda, if any, were issued.

5. Each Contractor shall certify on the Response Form the number of additional addenda received.

M. Reference Form - Attachment A

Each contractor must complete and submit the Reference Form with the names of three (3) most recent references, preferably in Virginia, which can be verified as to the quality of service and/or work, provide by the Contractor.

N. Use of Subcontractors

1. Contractor must supply a list of all Subcontractors and Subcontractors(s)' references, to Clarke County with Proposal Price Response Form.
2. Clarke County reserves the right to reject the Contractor's selection of Subcontractors.

O. Points of Contact

1. Should you need to contact someone regarding this document, the following names are listed for your convenience.
2. Please be sure to contact the person best suited to answer your questions or address your concerns.

NAME	TITLE	VOICE (FAX)
Chuck Johnston	Planning Administrator	540-955-5130 (5180)
Thomas J. Judge	Director of Joint Administrative Services	540-955-6172 (0676)
Mike Legge	Purchasing Manager	540-955-5185 (0456)
Mrs. Patricia Wiley	Administrative Assistant	540-955-5148 (0456)
Catherine Pope	Accounts Payable Specialist	540-955-6171 (0676)

P. Specific Reference to General Terms and Conditions

1. Bonds – **are not required.**
2. Insurance Requirements
 - a) **A Certificate of Insurance will be required;** please refer to General Terms and Conditions for complete instructions.
 - b) Be sure to **instruct your insurance carrier** as to how the Certificate of Insurance is to be worded.

c) Contractor shall be responsible for requiring any Subcontractors to have the same amounts/types of insurance as the Contractor.

3. Codes, Permits, Fees, Licenses and Notices

a) It is the responsibility of the Contractor to obtain all necessary permits, inspections, licenses, and notices. Refer to General Terms and Conditions for further information and contact names.

b) Costs for these items shall be the responsibility of the Contractor and shall be included in the contract price(s).

c) The Contractor shall supply copies of all permits and licenses to Clarke County, upon request.

d) The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

Q. Submittals

1. The following forms are provided for uniformity and must be completed (in entirety) and returned as part of your Proposal:

a) Reference Form – Attachment A – may be duplicated for Contractor/Sub-contractor references. You must complete one (1) form for each Sub-contractor you intend to use.

b.) Proposal Response Form- Attachment B

2. Also required to be submitted with your Proposal are:

a) Sample copy of Certificate of Insurance showing coverage.

b) A signed copy of any addendum issued before bid opening date and time.

c) A Standard Form 330 with no alterations or additions.

- d) Proof of Licensing from the Virginia Department of Professional & Occupation Regulation.
- e) Professional liability insurance is required.
- f) Professional automobile insurance is required.
- g) The proposal shall state how much of the work will be sub-contracted or be performed by the firm's own personnel.
- h) Completed examples of Historic Structures Reports or Structural Assessments of historic buildings shall be submitted, preferably reports that led to an actual rehabilitation/stabilization project that the County's Selection Committee could visit.

3. Please note that all submittals must be made in triplicate, the original plus two (2) copies. **BE SURE TO INDICATE THE "ORIGINAL" PLEASE.**

4. Also note that the authorized signature must be notarized.

R. Work Covered by Contract Documents

- 1. This section generally summarizes the Work, exclusions and special considerations applicable to the Contract. The Contractor shall thoroughly examine the entire Contract Documents, in addition to this section to determine the scope of work required under this Contract.
- 2. Where a specification section, which has been assigned to the Contract, refers to another specification section for standards, criteria, procedures, and methods of fabrication, it shall be deemed as included in the Contract by reference.
- 3. Any incidental work required to accomplish the work of the Contract shall be undertaken and completed at no additional cost to Clarke County.
- 4. All work performed and all materials used shall be Year 2000 compliant, or better, including but not limited to all materials supplied to the Contractor by all tiers of Subcontractors.

5. All work performed and all materials used shall be ADA compliant, including but not limited to all materials supplied to the Contractor by all tiers of Subcontractors.

6. Contractor will review the Scope of Work to become familiar with the entire project and will advise Clarke County of any discrepancies.

S. Contract Method

1. This project shall be awarded as one (1) contract.
2. Upon proposal review and approval by Clarke County, a purchase order will be issued to the Contractor(s).
3. In most cases, receipt of purchase order from Clarke County by the Contractor shall be considered the "Notice to Proceed" and/or "Contract".

END OF SPECIAL TERMS AND CONDITIONS

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III. Special Instructions from the Virginia Department of Historic Resources.

A. HISTORIC CHARACTER - Special consideration must be given at all levels of execution of the project to protect the historic character and achieve the stabilization and restoration of the building. The building is in deteriorated condition and the best preservation practices must be utilized. Special methods may be necessary to achieve the work herein defined.

B. ARCHAEOLOGICAL CONCERNS - Because this is an historic site, the artifacts and evidence of its history that occur below ground are of utmost importance. If any digging or ground disturbance of any kind takes place, Bob Jolley, DHR Northern Region Archeologist, shall be notified.

C. EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE - Before submitting a proposal for the work, each bidder shall examine carefully the Contract Documents, visit the site, and satisfy himself as to the nature and location of the work, the character and extent of existing work within or adjacent to the site and any other work performed thereon at the time of submission of bids.

D. FACILITIES PROVIDED BY THE OWNER – Potable water is not available at the site, nor are toilet facilities. Contractor will be responsible to provide potable water, a job phone and toilet facilities, should the Contractor determine that they are necessary for the accomplishment of the work, and to keep the facilities they utilize clean and neat during the period of their use. Coordinate the location of toilet with the Owner. The Owner will provide electrical service for small power tools. Contractor to run distribution lines from Owner's source of power and make safe. Contractor shall remove all temporary utilities at end of the project. The Owner will provide non potable water.

E. OPERATION OF THE FACILITY - The historic site will continue to be utilized by the Owner and the public while the work of the contractor is undertaken, but the historic structures involved in this work will not be open to the public or utilized by the Owner during this time. The Contractor shall fulfill the contract in the most reasonable amount of time, coordinating with the Owner. The Contractor shall be considerate of the public visiting the grounds of the site and of the Owner's staff, keeping work areas and material contained and neat, and having as little visual and physical impact as is possible on regular site operations.

F. QUALIFICATIONS - All vendors must submit qualifications exhibiting five years experience in historic log structure restoration, utilizing the same personnel, to the County with their proposals. Include photos, written work outline and Owner contact information.

G. TAX EXEMPT- This project is not tax exempt.

IV. Scope of Work

1. The selected vendor will be responsible for providing an updated Historical Structure Assessment for the historic structures at Greenway Court that are under conservation easement; the Land Office, the Smokehouse, and the Carriage House.
2. The updated assessment shall consist of: current conditions assessment of the three subject structures including a structural assessment by a registered engineer with mitigation recommendations based on the Secretary of Interior's Standards for Rehabilitation; digital images documenting the buildings in their current state with details of areas where stabilization is required; identification of required stabilization and rehabilitation work; methodology of how structural issues are to be remedied; prioritization of work based on the immediacy of the threats to the stability of the buildings and the amount of funds currently available; and updated cost estimates.
3. The selected vendor will be responsible for developing and providing design specifications and drawings for the eventual construction needed for the stabilization and rehabilitation work. Note that the County plans on using the design specifications and drawings for an Invitation for Bids that will be used to solicit vendors that are qualified to provide construction services to conduct the stabilization and rehabilitation work. Therefore, the design specifications and drawings shall be suitable for a construction contractor to follow for submitting a bid and for completing the work.
4. The updated assessment report may use any appropriate information contained in the 2006 study.
5. Five (5) copies of the final report shall be provided plus one digital version.
6. The draft design and priority plan shall be submitted to the County by November 16, 2009.
7. Comments from the County and the State should be returned to the selected vendor by November 30, 2009.
8. The final design and priority plan shall be submitted to the County by December 14, 2009.

V. Attachment A - Reference Form

This form must be completed and returned as part of your bid packet. Contractors shall provide the following references for three (3) similar projects within Virginia.

CONTRACTOR'S NAME

RFP #

09-0929

1. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
2. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
3. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
4. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	

VI. Attachment B – Proposal Response Form.

Note: Sealed Proposals shall be clearly marked, “RFP 09-0929 GREENWAY COURT ASSESSMENT REPORT” and must be received in the Clarke County Purchasing Office no later than 3:00 P.M., Tuesday, September 29, 2009, at which time they will be publicly opened and read. Bids received after this time will not be opened. The official time will be determined by the clock in the Purchasing Office.

This form must be completed and returned, IN TRIPLICATE, as part of your bid packet.

1. NAME AND ADDRESS OF FIRM/BIDDER

SIGNATURE		
BY (print name)		
TITLE	DATE	
COMPANY NAME		
STREET ADDRESS		
CITY, STATE, ZIP		
TELEPHONE	FAX	E-MAIL

SOCIAL SECURITY OR FEDERAL TAX I.D. #		
CLARKE COUNTY BUSINESS LICENSE #		
VIRGINIA CONTRACTOR'S LICENSE #	EXPIRATION DATE	CLASS
NAME OF INSURANCE CARRIER, BROKER OR AGENCY		

The Contractor agrees that if written notice of the acceptance of this Proposal is mailed or delivered to the undersigned within ninety (90) days after the Proposal Due Date, or anytime thereafter before it is withdrawn, the undersigned shall within ten (10) calendar days, deliver to Clarke County, where directed, a Contract properly executed, and any other indicated early submittal data indicated.

3. SUBCONTRACTORS

The following Subcontractors are proposed for the item(s) of work listed. Trade contractors are subject to review per the General Conditions. Submit a reference form for each Subcontractor listed.

ITEM OF WORK	SUBCONTRACTOR

4. RECEIPT OF CORRESPONDENCE

The undersigned acknowledges receipt and inclusion of the following into the bid: (If none, write "NONE".)

- | | | | |
|----|-----------------|-------|--------------|
| A. | Pre-bid minutes | _____ | Dated: _____ |
| B. | Pre-bid minutes | _____ | Dated: _____ |
| C. | Addendum No. | _____ | Dated: _____ |
| D. | Addendum No. | _____ | Dated: _____ |

5. PROPOSAL PRESENTATION

- A. The Contractor, if awarded a Contract, agrees to commence the work on the date(s) specified in the Notice(s) to Proceed; to carry the work forward expeditiously with adequate forces; and subject to authorized adjustments, to achieve Interim Milestones, Substantial Completion and Final Completion in accordance with the dates or periods of performance set forth in the Contract Documents.

6. CONTRACTOR'S ORGANIZATION (strike out all conditions that do not apply)

- A. An individual or sole proprietorship
 B. A partnership
 C. A joint venture
 D. A corporation organized under the laws of the State of _____

8. SIGNATURE AND SEAL

Signed and sealed this _____ day of _____, 20____

BIDDER - SIGNATURE: _____

NAME: _____

TITLE: _____

Notary Public Seal

My commission expires the _____ day of _____, 20____

END OF BID RESPONSE FORM

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REQUEST FOR PROPOSALS
COUNTY OF CLARKE, VIRGINIA

RFP #09-0929

GREENWAY COURT ASSESSMENT REPORT

ATTACHMENT C – GENERAL TERMS AND CONDITIONS

I. Competition Intended

- A. It is Clarke County's intent that this document permits competition. It shall be the prospective bidder's responsibility to advise the Director of Administrative Services in writing if any language requirements, specifications, etc., or any combinations thereof, inadvertently restrict or limit the requirements stated in this document to a single source. The Director of Joint Administrative Services must receive such notification not later than ten (10) days prior to the date set for the bids to close.

II. Inquiries

- A. If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder shall contact the Clarke County Director of Administrative Services, no later than ten (10) days before the due date.
- B. Any changes after bid is advertised will be official only when submitted in writing and signed by the Director of Administrative Services, Clarke County.
- C. Any and all changes will be made by addendum and sent to all recorded holders of the bid documents. All addenda issued will become part of the bid.
- D. For a list of specific persons available to discuss this bid, see Points of Contact.

III. Cooperative Purchasing

- A. It is the desire of Clarke County that other jurisdictions be allowed to "ride the bid" and enter into a contract with successful Contractor chosen by Clarke County, based on mutual agreement between successful Contractor and other jurisdiction(s).
- B. If this bid is used as a cooperative IFB/RFP issued by Clarke County, the following would apply:
 - 1. Clarke County is acting as the "Contacting Agent" for the jurisdictions concerned and shall not be held liable for any costs, damages, etcetera, incurred by any other jurisdiction.
 - 2. Each jurisdiction will execute its own purchase orders with the Contractor and be invoiced accordingly, in accordance with each jurisdiction's purchasing policy and procedures. For a copy of other jurisdictions' terms and conditions, please contact persons listed in this IFB/RFP.

IV. Inconsistencies in Provisions

- A. In the event there are inconsistencies between the General Terms and Conditions and any other schedules contained herein, the first shall govern.

V. Ethics in Public Contracting/Criminal Sanctions

- A. The provisions contained in sections 11-72 through 11-80 of the Virginia Public Procurement Act (VPPA) as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by Clarke County. A copy of these provisions may be obtained from the Director of Administrative Services upon request.
- B. By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or SubContractor in connection with their bid, and that they have not conferred 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.
- C. The provisions referenced above supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act. To the extent that violations of the ethical standards of conduct constitute violations of the Code of Virginia, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth.
- D. By entering into a contract, the bidder conveys, sells, assigns, and transfers to Clarke County, all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the anti-trust laws of the United states and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Clarke County, under said contract.
- E. Consistent and continued tie bidding could cause rejection of bids by Clarke County and/or investigation for anti-trust violations.

VI. Tax Exempt Status

- A. Since municipalities and school districts are exempt from all direct federal and state taxes, Clarke County is tax-exempt and will provide a tax-exempt Certificate upon request.

VII. Firm Bid Pricing

- A. Clarke County requires that the bid price remains firm for ninety (90) days after date of the bid opening, during which period bids may not be withdrawn. "Discount from list" bids are not acceptable unless requested.

VIII. Tie Bids

- A. The Administrative Services Division and all other departments of Clarke County making purchases of services, supplies, material or equipment shall, in making purchases of same, give preference to services, supplies, material or equipment sold by Clarke County and the State of Virginia vendors, in that order, in all cases of tie bids, quality and service being equal.

IX. Response Form Procedures

- A. Forms must be signed and received at the Purchasing Office, before the opening hour.
- B. Sealed Bids and/Sealed Proposals offered by fax and or telephone will not be accepted.
- C. Quotes offered by fax will be accepted; however telephone quotes will not be accepted.
- D. All response forms delivered in person must be delivered to the Purchasing Office.
- E. In submitting a response form, the bidder signifies that he/she is fully informed as to the extent and character of the supplies, materials, equipment and/or services necessary to perform this quote in accordance with all documents constituting the quote and will comply satisfactorily with the quote documents.
- F. Further, the bidder signifies that when necessary he/she has inspected the site on which the work shall be done and is aware of all conditions affecting the execution of the work contained within the quote documents. Failure to visit the site will in no way relieve the successful bidder from performance under the contract.
- G. All information required by the solicitation must be supplied to constitute a responsive bid. All information submitted including prices should be typed so as to insure legibility. However, the bidder's signature shall be handwritten in ink in order for the quote to be considered.
- H. The bidder expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied with any other bidder or bidders.
- I. By submitting a response form, the 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.
- J. By submitting a response form, bidders certify that they are not currently debarred from submitting quotes or proposals on contracts by Clarke County, nor are they an agent of any person or entity that is currently debarred from submitting quotes or proposals on contracts by Clarke County.
- K. Any response form submitted with corrections must have the corrections initialed by the person who signed the original quote. No quote changes will be permitted after the quote opening. The unit price will prevail in the event an error is made in computing totals.
- L. All prices for materials are to be F.O.B. Destination prepaid and allowed.
- M. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his/her right, title, or interest therein, or his/her power to execute written consent of Clarke County.

- N. Bidders are encouraged to have a representative at the bid opening if information on the bids submitted is desired.
- O. Bids will be opened at the appointed hour but Clarke County officials reserve the right to take sufficient time to study the various bids and then make the awards. Bids will be awarded as promptly as possible after the closing date.
- P. Unless otherwise specified, response forms must be submitted in triplicate and shall be received at:
- Clarke County Purchasing Office
129 Ramsburg Lane
Berryville, VA 22611
- Q. Sealed Bids will be received up to the advertised time and date at the Clarke County Purchasing Office and at the appointed time will be opened publicly and read aloud.
- R. LATE BIDS will be returned to the bidder UNOPENED if IFB or RFP number, opening date and bidder's return address is shown on the container. Failure to comply with conditions set forth herein may result in removal of bid (all/part) from consideration.
- T. All contracts, unless otherwise specifically stated, shall provide materials/commodities in new, first class condition, fresh stock, latest model, design or pack. This shall include any containers suitable for shipment, usage and/or storage unless otherwise indicated within this document. Verbal agreements to the contrary will not be recognized.
- U. Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specifications and which are clearly necessary for the completion of such equipment and its appurtenance shall be considered a part of such equipment although not directly specified or called for in the specifications.
- V. By law, Clarke County will not receive any materials, products, or chemicals that may be hazardous to an employee's health, unless accompanied by a Material Safety Data Sheet (MSDS) when products and/or chemicals are received. MSDS must be submitted in triplicate.

X. Bid Withdrawals

- A. A bidder for contract other than for public construction may request withdrawal of his/her bid before award by submitting a written request to the Director of Administrative Services.
- B. The request may be based on a claim of error and must be accompanied by full documentation showing basis of error. Such documentation may take the form of supplier quotations, vendor worksheets, etc.
- C. If bid bonds were tendered with the bid, Clarke County may exercise its' right of collection. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder in which the ownership of the withdrawing bidders is more than five percent (5%).

- D. If a bid is withdrawn under the authority of this paragraph, the lowest qualified remaining bid shall be deemed to be the low bid.
- E. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Director of Administrative Services.
- F. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

XI. Award Specifics

- A. Clarke County reserves the right to accept, reject and/or cancel all or any part of any response form, and to waive minor technicalities.
- B. Awards will be made to the lowest responsive and responsible bidder(s), provided services and quality are considered to be equal to (or better than) that offered by other bidders, and the right is reserved to make the award to other than the lowest bidder when it is in the best interest of Clarke County. Further, Clarke County will be the sole judge as to conditions affecting such interest.
- C. Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the item(s) and the bidder shall furnish to Clarke County all such information and data for this purpose as may be requested.
- D. Clarke County reserves the right to inspect bidder's physical facilities before award to satisfy questions regarding the bidder's capabilities.
- E. Clarke County further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such bidder fails to satisfy Clarke County, that such bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- F. Clarke County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
- G. A contract shall not be assignable by the Contractor in whole or in part without the written consent of Clarke County.
- H. Unless otherwise specified, the right is reserved to make award based on all items, or on any of the items, whichever is in the best interest of Clarke County.
- I. The right is reserved to cancel any contract and reject deliveries of any products or materials not in accordance with the specifications. All returns or exchanges will be at the Contractor's expense. Clarke County shall be the sole and final judge.
- J. The Contractor shall pay all sales, consumer, use and other similar taxes for work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

- K. The right is reserved to decide when a deviation from specifications is of sufficient consequence, when measured against the purpose for which the item will be purchased, to justify including it for consideration. Clarke County shall be the sole and final judge.
- L. Should the delivery of any part of an order be delayed beyond time specified, or should any portion of the products delivered fail to comply with the specifications, Clarke County shall have the right to buy at market price for immediate delivery, and any excess cost of same over the price named herein is to be paid by the Contractor or deducted from any money due him/her thereafter.
- M. If delay is foreseen, the Contractor shall give thirty (30) days prior written notice to the Director of Administrative Services. Clarke County has the right to extend delivery date if reasons appear, in the sole discretion of Clarke County, to be valid. The Contractor must keep Clarke County advised at all times of status of order.
- N. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Administrative Services Department to purchase supplies, equipment or services elsewhere and charge the full increase in cost and handling to the defaulting Contractor.
- O. The Administrative Services Division will permit NO SUBSTITUTIONS OR CANCELLATIONS after award without written approval.
- P. When Clarke County notifies a bidder, in writing, of its' acceptance of the bidder's price or prices of any item or items, this notification will signify the effective date of the acceptance of this contract.
- Q. Cancellation of a contract for any reason may result in removal of the successful bidder's name from the mailing list for future bidding. If the cancellation is for non-performance of the contract, such cancellation may be at the successful bidder's expense.
- R. All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Office before final payment on the contract is made. Unless otherwise stated, the manufacturer's standard warranty applies.

XII. Justification for Termination

- A. Clarke County may terminate this contract in whole or in part whenever the Director of Administrative Services shall determine that such a termination is in the best interest of Clarke County.
- B. Any such termination shall be effected by delivery to the Contractor at least ten (10) working days prior to the termination date of a written Notice of Termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective.
- C. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit or unperformed services.
- D. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval by Clarke County until said work or service is completed and accepted.

E.Possible reasons for termination are:

1.Termination for Convenience

a)In the event that this contract is terminated or cancelled upon request and for the convenience of Clarke County, without the required ten (10) days advance written notice, then Clarke County shall negotiate reasonable termination costs, if applicable.

2.Termination for Cause

a) Termination by Clarke County for cause, default or negligence on the part of the Contractor shall be excluded from the forgoing provision; termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived in the event of Termination for Cause.

3.Termination Due to Unavailability of Funds in Succeeding Fiscal Years

a)When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

XIII.Employment Discrimination

A. Every individual or firm bidding on this invitation must be an Equal Opportunity Employer as defined by federal Law and the Code of Virginia, Virginia Public Procurement Act as amended: "Section 11-51, Employment Discrimination by Contractor Prohibited. -All public bodies shall include in every contract of over \$10,000 the provisions in 1 and 2 herein:

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

a)The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

2. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each SubContractor or vendor."

XIV. Insurance Requirements

A. Please note the below insurance requirements are guideline minimum amounts only and, depending on the goods/services required, may be increased or decreased. Any changes in insurance requirements will be referenced within this document, under Specific Reference to General Terms and Conditions.

B. The successful bidder shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of Clarke County by the bidder, his/her agents, representatives, employees or SubContractors.

C. By your signature on the Response Form, bidder has assured Clarke County that all insurance coverages required are already in effect. Actual proof of coverage as contained herein shall be submitted to Clarke County Purchasing Office within five (5) days after award has been made and before any work starts, services are provided or goods are delivered. The bidder shall maintain such coverage for the duration of the contract period for "occurrence" policies. "Claims made" policies must be in force, or that coverage purchased, for three (3) years after contract completion date.

D. The Certificate of Insurance shall be properly completed as follows:

1. It shall name "Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear)" as "Certificate Holder"

2. It shall list "Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear) Added as an Insured" under "Description of Operations/Locations, Vehicles/Special Items".

3. This provision may not apply to Professional Liability or Workers' Compensation/Employers' Liability.

E. The Certificate of Insurance shall be for a minimum of the following:

1. General Liability - per occurrence \$1,000,000.00

a) This coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Liability Operations.

2. Automobile Liability \$1,000,000.00

a) Coverage shall be sufficient to cover all vehicles owned, used or hired by the bidder, his/her agents, representatives, employees and/or SubContractors.

3. Worker's Compensation

Statutory*

a) This limit is statutory as required by the Workers' Compensation Act of Virginia.

4. Product Liability

\$1,000,000.00

a) Refer to General Liability above.

5. Professional Liability

\$1,000,000.00

a) If applicable.

F. The offerer's insurance shall be primary over any applicable insurance or self-insurance maintained by Clarke County.

G. The Contractor's insurance company shall provide 30 days written notice to Clarke County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

H. All coverage for SubContractors of the bidder shall be subject to all of the requirements stated herein. Contractor shall be responsible for making sure any/all SubContractors each provide a Certificate of Insurance and meet all of Clarke County's insurance requirements.

I. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by Clarke County. At the option of Clarke County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to obtain a bond guaranteeing payment of losses and related claims expenses.

J. Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided to Clarke County, its' officers/officials, agents, employees and volunteers.

K. The insurer shall agree to waive all rights of subrogation against Clarke County, its' officers/officials, agents employees and volunteers for any act, omission or condition of premises by which the parties may be held liable by reason of negligence.

L. The bidder shall furnish Clarke County the certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its' behalf. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

M. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A.VII, approval must be received from the Director of Administrative Services.

N. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

XV. Bond Requirements

A. Any necessary bonds will be referenced within this document, under Specific Reference to General Terms and Conditions and requirements are outlined below.

B. Bid Bonds...Each bidder shall accompany their bid with a bid bond or certified check in the amount of five percent (5%) of the amount bid. Such bond shall serve as liquidated damages and be forfeited in the event the successful bidder fails to enter into the contract.

C. Performance and Payment Bonds...The successful Contractor shall furnish both a performance and payment bond, each in the amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract.

D. Any other special bonding requirements will be listed under SPECIFIC REFERENCE TO GENERAL TERMS AND CONDITIONS.

E. All bonds are to be obtained at bidder's expense and to be included in the bid price.

XVI. Permits and Licenses

A. Clarke County will attempt to make reference, within this document, to any necessary permits and licenses, under Specific Reference to General Terms and Conditions and, if permits are necessary, all firms doing business in Clarke County will be responsible for obtaining the following permits and licenses.

B. Clarke County Building Permit as per instructions from the Building Department office, telephone 540-955-5112.

C. Clarke County Business License as per instructions from the Commissioner of Revenue's office, telephone 540-955-5108.

D. Virginia State Contractor's License per VA Board for Contractors Statutes Title 54.1, Chapter 11, telephone 804-367-8500.

E. Clarke County does not waive any fees involved in securing Clarke County permits. Any required permits and licenses are to be obtained at bidder's or Contractor's expense and to be included in the bid price.

F. All license numbers must be indicated on or attached to the Bid Form of this document.

XVII. Payments

A. By submission of invoice, Contractor warrants that he/she has clear title to all materials and supplies for which he/she invoices for payment.

B. All submitted invoices shall reflect the contract number (PURCHASE ORDER NUMBER), a detailed, itemized breakdown of all charges, and (unless otherwise specified) shall be directed to:

Clarke County Accounts Payable
524 Westwood Road
Berryville, VA 22611

C. All submitted invoices shall show payer identification as follows:

1. INDIVIDUAL Contractors shall provide social security number.

2. PROPRIETORSHIPS, PARTNERSHIPS AND/OR CORPORATIONS shall provide their federal employer identification number.

D. Payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or inspection and acceptance of work, whichever is later.

E. Payment shall not preclude Clarke County from making a claim for adjustment on any item later found not to have been in accordance with General Terms and Conditions and Specific Provisions.

F. Payment to SubContractors:

1. A Contractor awarded the contract under this solicitation is hereby obligated to:

a) Pay the SubContractor(s) within seven (7) days of the Contractor's receipt of payment from Clarke County for the proportionate share of payment received for work performed by the SubContractor(s) under the contract or to notify Clarke County and the SubContractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b) Pay the SubContractor(s) interest at the rate of one percent (1%) 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 Clarke County, except for amounts withheld as stated above.

2. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.

3. These provisions apply to each sub-tier Contractor performing under the primary contract.

4. A Contractor's obligation to pay an interest charge to a SubContractor may not be construed to be an obligation of Clarke County.

XVIII. Disputes

A. Contractual claims, whether for money or other relief, shall be submitted in writing 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.

B. 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.

XIX. Protest of Award or Decision to Award

A. Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest, in writing, to the Director of Administrative Services, no later than ten (10) days after the award announcement or the decision to award, whichever occurs first.

B. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror.

C. Written protest shall include basis for the protest and relief sought.

XX. Use of Brand Names

A. Unless otherwise provided within this document, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer names; it conveys the general style, type, character, and quality of the article desired, and any article which Clarke 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.

B. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive--NOT RESTRICTIVE--it is to indicate type and quality desired.

C. Bids on brands of like nature and quality will be considered.

D. If other than brand specified is offered, illustrations and complete description (manufacturer, brand or trade name, catalog number, etc.) must be submitted with bid. Please note that samples may be required.

E. If bidder makes no other bid and takes no exception to the specifications or reference data, bidder will be required to furnish brand names, numbers, etc. as specified.

F. Bidders, by their signature and submission of bid, certify that any/all item(s) bid upon meet and/or exceed specifications.

XXI. Payment of Clarke County Taxes

A. All bidders located or owning property in Clarke County shall assure that all real and personal property taxes are paid before submitting a bid.

B. Clarke County will verify payment of all real and personal property taxes by the successful bidder before the award of any contract.

XXII. Notice of Required Disability Legislation Compliance

A. Clarke County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disabilities Act of 1990.

B. Specifically, Clarke County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination on the basis of disability by public entities.

C.Subtitle A protects qualified individuals with disability from services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

XXIII.Contract Quantities

A. The quantities specified in this document are estimated only, and are given for the information of bidders and not for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered, since such volume will depend upon requirements that develop during the contract period.

B.Quantities shown shall not be construed to represent any amount which Clarke County shall be obligated to purchase under the contract, or relieve the Contractor of his/her obligation to fill all orders placed by Clarke County.

C.NO BID WILL BE CONSIDERED WHICH STIPULATES THAT CLARKE COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

XXIV.Deviations

A.If there is any deviation in any bid from that prescribed in the SCOPE OF SERVICES, the appropriate line in the SCOPE OF SERVICES shall be ruled out and the substitution clearly indicated and submitted with Bid Form.

B.Clarke County reserves the right to determine the responsiveness of any deviation(s).

XXV.Safety

A.All Contractors and SubContractors performing services for Clarke County are required and shall comply with all Occupational Safety and Health Administration (OSHA), state and county Safety and Occupational Health Standards and any other applicable rules and regulations.

B.Also, all Contractors and SubContractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

XXVI.Hold Harmless Clause

A.Bids shall provide that during the term of the contract, including any warranty period, for the firm indemnifying, defending and holding harmless Clarke County, its' officials, employees, agents and representatives thereof from all suits, actions or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree.

B.The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

XXVII.References

A.All bidders shall include with their bid a list of current references for whom comparable work has been performed.

B.This list shall include company name, person to contact, address and telephone number.

C.Failure to include references may be ample cause for rejection of bid as non-responsive.

END OF GENERAL TERMS AND CONDITIONS
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