



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703 Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT
Purchasing

DATE: April 18, 2011

INVITATION FOR BID: IFB110034

SUBJECT: Role Players for Police Academy

BID OPENING

DATE: May 4, 2011
TIME: 3:00 P.M. LOCAL TIME
SUBMIT TO: PURCHASING MANAGER
PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VIRGINIA 22192-9201

PLEASE DIRECT CONTRACTUAL QUESTIONS CONCERNING IFB TO:
Teresa MacWelch
(703) 792-7931
tmacwelch@pwcgov.org
www.pwcgov.org/eservices/eprocurement

An Equal Opportunity Employer

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SECTION I

SPECIAL PROVISIONS

I.1 Scope

Prince William County is soliciting bids for Temporary services - Role Players for Police Academy. The services shall strictly conform to the specifications set forth in the Solicitation and any amendments thereto. The prices shall be in force for the period of the contract.

I.2 Requesting Agency

Prince William County Police Academy is the main requesting agency for this Solicitation. Other Prince William County agencies may utilize the awarded Contract(s) resulting from this Solicitation.

Police Academy
1st Sgt. Camille VanAntwerp
703-792-6501

I.3 Contract Period

The Contract Period shall be for one-year from July 21, 2011. The County shall have the option to renew the Contract for three (3) additional one-year periods, contingent upon availability of funds for the purpose and the needs of the County.

I.4 Performance Period

The Contractor shall commence performance and complete the required services as described in the Specifications/Scope of Work and/or as may be described in a County Purchase Order, Task Order, or Work Order, issued against the Contract.

The majority of the hours are between 6:30AM until 4:30PM with varying reporting hours. Approximately 5 nights a session or approximately 10 nights at year end as late as 12:00AM (midnight) for evening role play scenarios, less established County holidays, unless otherwise approved by the County.

I.5 Fee

The Contractor shall not charge the County any fee of whatever nature or form, nor shall the County be liable to the Contractor in any manner or form, if any of the Contractor's employees seek permanent employment with the County and the Contractor's employee is selected and hired by the County. Any bidder taking exception to this provision shall not be considered.

I.6 Invoicing and Payments

Contractor's invoices shall be submitted to the "Invoice To" address as reflected on the County's Purchase Order.

The Contractor shall submit detailed invoices listing the goods and/or services provided to the County.

As a minimum, invoices shall reflect the following:

Contractor's Name and Address
Contract Number
Purchase Order Number
Task Order Number/Work Order Number, if applicable
Date Goods and/or Services were provided
Receipts and/or Delivery Tickets, if applicable

The County shall make payment to the Contractor, net 30 days and may accept prompt payment discounts if offered, after receipt of an acceptable invoice and the requested goods and/or services have been received and accepted by the County.

I.7 CPI

If the County exercises available contract renewal option(s) upon the expiration of its term, should there be any price increase, such increase may be accepted but the increase shall be no more than the posted percentage of increase as shown in the applicable category of the Consumer's Price Index published by the U.S. Department of Labor.

I.8 Insurance

Insurance is required as described in Section III. An Insurance Certificate must be submitted to the County for review and acceptance before any services are performed by the Contractor. The same Insurance requirements will apply to any subcontractor performing for the Contractor on County jobs.

I.9 Emergency Procurements

In the event of a County emergency the County reserves the right to procure the contracted services from other sources that can provide the services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are as defined in the County Purchasing Regulations.

I.10 Rider Clause

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

SECTION II

INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS

II.1 General

Bids and contracts for Prince William County are governed by the Prince William County Purchasing Regulations, effective January 1, 1981, as amended. All bidders are referred to the specific provisions of those regulations for guidance in dealing with County solicitations. In the event of an inconsistency between the special provisions of this solicitation, the general provisions, contract, or other included document, or the Purchasing Regulations, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

- (1) the Purchasing Regulations
- (2) the Specifications
- (3) the Contract
- (4) the Special Provisions
- (5) the General Provisions and Definitions

The following general information is provided all bidders to facilitate the preparation of suitable bids for the goods or services identified in this Invitation, and the requirements set forth shall be binding on all bidders.

Bids must be based on the entire bid set and nothing else, and bidders are expected to take into consideration that the bid set, including any contract which is a part of the Invitation, will constitute the terms of the bargain between the County and the successful bidder. Where a contract is provided, it is intended that it shall incorporate the terms and conditions of the bid, rendering further reference to the bid set unnecessary.

The County is not at liberty to change the terms of the bargain after the opening of bids. Where questions and discussions prior to bid opening disclose a need for additional information or amendments, appropriate addenda to the Invitation will be prepared and distributed so that all bidders will be offering price quotes based on the same information and specifications.

The Purchasing Manager may extend the date and time for opening of bids if she believes it is necessary.

II.2 Vendor Registration

Before submitting a response to this solicitation, an offeror must be a registered Prince William County vendor. Vendors are encouraged to register themselves over the Internet at

www.pwcgov.org/eservices/eprocurement

If Internet access is not available, or problems are experienced during registration, contact the Purchasing Office shown on the front page of the Solicitation.

II.3 Bid Submission

The Bidder shall submit to the County one (1) original and two (2) copies of the bid prior to the bid due date and time.

As a minimum the following items must be included in the Bid Submittal:

IFB Submission Form
Specifications and/or Scope of Work
Pricing Schedule
Bidder's Qualifications and References

and, if required but not limited to,

Insurance Certificate
Bonds
Certificates, Permits, and Licenses
Samples, Plans, and Drawings
Technical Literature, Catalogs, Price Sheets
Material Safety Data Sheets
Warranty Information

All information required by the Solicitation must be provided in order for the bid to be considered complete. Inadequate information may result in disqualification of the bid.

Any modifications not expressly provided for in the Solicitation may require rejection of the bid.

The bid must be signed and dated by an authorized person of the firm or corporation to bind the Bidder to a Contract with the County. The Purchasing Manager may require that any bidder submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the Contractor's behalf. If it later appears that the signatory was not authorized to act, whether such proof of agency has been demanded or not, the County may declare the Contract void if it is in its best interest to do so. In addition, resulting Contracts must be signed and dated by the Contractor and all other required parties.

Bids shall be submitted in any sealed package that clearly identifies the Solicitation name and number, bidder's name and address, and the bid due date and time.

The bid package shall clearly state "Bid Package is not to be opened until the bid due date and time."

The Bidder assumes the risk that a bid not properly marked may be mistakenly opened, and thus may be rendered ineligible for consideration. The Purchasing Manager or designated representative(s) shall not be responsible for the premature opening of a bid not properly identified as specified herein.

Bids must be submitted to and time stamped by the County Purchasing Office prior to the bid due date and time.

Bids received in the Purchasing Office after the prescribed due date and time shall not be considered for Contract award and shall be returned unopened to the Bidder.

If a prospective Bidder is unable to submit a bid in response to this Solicitation, the Bidder may submit a letter as to why the Bidder is unable or unwilling to submit a bid. The County is interested in learning if there are any problems with the Solicitation process that may discourage responses. Because of the large number of firms listed on the County's registered bidders list, the County may delete the names of those persons, firms or corporations who fail to respond to the County's Solicitations after having been invited to submit a bid on three successive Solicitations.

Bids shall be publicly opened, announced, and witnessed at the designated location on the due date and time fixed for the bid opening. Bidders are encouraged to attend bid openings and to offer constructive suggestions for improvements to the Solicitation process.

II.4 Bid Evaluation

As allowed by the County's Purchasing Regulations, the following provisions apply:

Bids shall be evaluated on the basis of the requirements set forth in the Solicitation and the County's Purchasing Regulations where applicable. Award(s) shall be made to the lowest responsive and responsible bidder.

The Purchasing Manager is authorized to waive any irregularity or informality in any bid; provided however, that a bid or amendments thereto which are received after the time specified for the opening of bids will be neither opened nor considered.

Withdrawal of bids is strictly governed by the County's Purchasing Regulations. If a bid may be lawfully withdrawn, notice of withdrawal must be provided in writing within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

When only one responsive and responsible bid is received, the Solicitation may be canceled and items rebid, unless the Director of Finance determines that the bid is reasonable and in the best interests of the County.

The Director of Finance may cancel the Solicitation if it is in the best interest of the County to do so.

II.5 Bid Prices and Acceptance

Bid prices unless otherwise specified, must be net, including but not limited to transportation and handling charges fully prepaid by the Contractor to destination, and subject only to any discount for prompt payment that may be offered by the Bidder.

Prompt payment discounts offered in bids will not be considered in determining contract award.

Bid prices, should they be accepted and a Contract awarded, shall remain firm for the period of the Contract unless otherwise agreed to by both parties.

Bidder warrants by virtue of bidding that prices, terms and conditions reflected in its bid submittal shall be firm for acceptance for a period of ninety (90) days from bid opening due date, unless otherwise stated in its bid submittal.

II.6 Competency of Bidder

No bids will be accepted from or award made to any person, firm, or corporation that is in arrears, or is in default to the County upon any debt or Contract, or that has defaulted as surety or otherwise upon any obligation to the County, person, firm, or corporation. If requested, the bidder must provide evidence to the contrary within forty-eight (48) hours upon request.

Person, firm, or corporation, shall submit a bid which conforms in all material respects to the Solicitation.

Person, firm, or corporation, shall have the capability with adequate: financial resources, facilities, experience, insurance and licenses, adequate: services, vehicles, and skilled personnel to provide goods and/or services as required by the Solicitation as determined through evidence submitted, reputation, past performance, public records, site visits, and references available to the County.

Person, firm, or corporation, shall have the ability to comply with the required delivery period and/or performance period taking into consideration other business commitments.

II.7 Placement of Orders

A County Purchase Order, which may be accompanied by a Task Order or a Work Order, shall be issued to the Contractor to provide the services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated.

II.8 Contractor's Contract Representative

In the event a Contract is executed as a result of this Solicitation, the Contractor shall designate in writing its Contract Representative who shall be responsible for insuring that the services required by the County are provided in accordance with the County's Contract.

II.9 Subcontractors

Contractors desiring to utilize subcontractors on County jobs must receive prior written County approval to do so before subcontractors perform any services for the County.

II.10 Contract Type and Award

The County intends to award a firm fixed type Contract(s). The County may award all or part of the Solicitation to any bidder whose bid is the lowest responsible and responsive bid. The County has the option to make multiple awards or primary and secondary awards. The County has the option to make awards by line item, by group, or by overall low bid. The County furthermore reserves the right to delete Solicitation item(s) from award consideration if it is in the County's best interest.

II.11 Standard Contract for Supplies and/or Services

Prince William County expects to enter into its "Standard Contract for Supplies and/or Services" in a form substantially as attached hereto. All clauses in Attachment A, Section II are mandatory. The Contractor's review and acceptance of these terms shall be required as a condition of its bid submittal acceptance. Failure to accept these clauses shall disqualify the bidder from further consideration.

The County will consider amendments proposed by Bidders, other than for the modification or deletion of clauses in Attachment A, Section II. Proposed amendments to the "Standard Contract for Supplies and/or Services" are to be highlighted and submitted as part of the offeror's bid submittal. The County's review and acceptance of the proposed terms shall be a condition of contract award.

II.12 Non-Discrimination Against Faith-Based Organizations

Prince William County Government does not discriminate against faith-based organizations in procuring goods and services.

II.13 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

II.14 Law Compliance

The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations relating to this procurement.

II.15 Tax Exemption

Prince William County Government is exempt from the payment of any Federal excise or Virginia sales tax. However, when under established trade practice any such tax is included in bidders list price, the bidder shall bid the list price and shall show separately the amount of tax as a flat sum that will not be paid by the County.

II.16 Bidder's Agreements

Bidder's agreements including but not limited to: licenses, service and maintenance agreements, contract agreements/addendums, required to be signed by the County as part of a contract shall be submitted by the Bidder as attachments to the Bidder's initial bid. Review and negotiation by the County of terms contained in these documents shall be a condition of contract award.

II.17 Posting of Award

Notice of Contract award(s) made as a result of this Solicitation will be posted on the Prince William County Web Page at www.pwcgov.org/eservices/eprocurement.

SECTION III

FORMS

SPECIFICATIONS/SCOPE OF WORK

PRICING SCHEDULE

IFB SUBMISSION FORM FOR NUMBER IFB110034 Role Players for Police Academy**SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company _____ Contact Person _____
 Address _____ Title _____
 _____ Telephone No. _____
 Remittance Address _____ FAX No. _____
 _____ EMail _____

Indicate Which: Corporation _____ *Minority Owned/Controlled
 Partnership _____ Business Yes ___ No ___
 Sole Prop. _____ Small Business Yes ___ No ___

Organized under the laws of the State of _____

Principal place of business at _____

*Minorities are defined as Blacks, Hispanics, Asians or Pacific Islanders, American Indians, Alaskan Natives, and Women.

Following are the names and address of all persons having an ownership interest of 5% or more in the Company:
 (Attach more sheets if needed)

Name	Address
_____	_____
_____	_____

SECTION II - CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act.

The Bidder () is () is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III - COLLUSION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Solicitation.

Authorized
 Signature _____ Date _____

Name (Printed) _____ Title _____

BIDDER MUST RETURN THIS COMPLETED FORM WITH BID SUBMISSION

III.1 Specifications/Scope of Work

1. The Contractor shall provide Temporary Employment Services on an as needed basis. The descriptions and qualifications of the temporary help the Contractor shall provide are specified in Section III.2 Role Players.
2. The County reserves the right to immediately reject, without notice, any employee provided by the Contractor who does not meet the minimum skills or knowledge required. Thereafter, the County shall be at liberty to secure temporary help from any source to meet its needs.
3. The time frame within which the Contractor must provide the County's order for temporary employees from date of request should be as follows:

a. Order for temporary help between 1 and 3 employees must be provided within 24 hours. The total order must be completed by the Contractor within the specified time frame.

Comply: _____(yes) _____(no)

b. Order for temporary help between 4 and 10 employees must be provided within 48 hours. The total order must be completed by the Contractor within the specified time frame.

Comply: _____(yes) _____(no)

The Contractor shall provide résumé's from active staff for the County's consideration within three (3) working hours of receiving the County's order.

Should the Contractor fail to provide the required number of qualified temporary employees within the required time frame (3.a. and 3.b.), the County shall be at liberty to obtain temporary employees from any source to meet its need.

4. The Contractor may be held in default and Contract terminated if the Contractor fails on three occasions to provide the required number of temporary help, the temporary position required, and within the required time frame.
5. All employees shall be at least eighteen (18) years old and must be capable of working under normal supervision.
6. All Contractor's employees who are required to drive shall be subject to a DMV record check. The Contractor shall assign to the County only those employees with a clean driving record and the DMV driving record of the employee must be submitted to the Contract Administrator for review prior to assigning the employee to the County.
7. All temporary employees the Contractor shall provide for the County's Public Safety Departments shall be subject to polygraph and background investigation by the requesting agency. Failure of the Contractor's employees to pass the polygraph and background investigation shall not be taken against the Contractor. The County shall be at liberty to obtain from any source the required temporary help if the Contractor fails to provide temporary employees acceptable to the Public Safety Departments within ten (10) working days.

8. All employees must be fluent in speaking and reading the English Language.
9. The Contractor or Contractor's employees shall be responsible for providing all transportation to and from the work location.
10. The County will pay only for actual hours worked, from the time of reporting to assignment to discharging from assignment. No travel time or other expense shall be paid by the County.
11. The Contractor shall be an Equal Opportunity Employer that does not discriminate against qualified individuals on the basis of race, religion, color, sex, age, natural origin or disability. Furthermore, the Contractor shall demonstrate in writing that it will provide a reasonable accommodation to any individual who has a physical or mental disability it is aware of, or is made aware of by the individual.
12. No overtime shall be paid by the County. All services provided shall be paid at the rates stated in the Contract. Should the County require more than forty (40) hours in a given week for an assignment, it shall be the responsibility of the Contractor to provide non-overtime help unless advance written approval is obtained from the County.
13. The Contractor shall be responsible for all withholdings, health and other benefits, worker's compensation, payments and benefits, overhead, and all payroll costs and contributions.
14. The Contractor shall be required to show proof of worker's compensation for all employees assigned under this contract. The statutory requirements of the Commonwealth of Virginia shall apply. The Contractor shall maintain all required insurance throughout the duration of the Contract.
15. At the time of order for temporary help, the Contractor must immediately state to the Contract Administrator or ordering agency WHETHER IT CAN OR CANNOT provide the temporary help. If The Contractor informs at the time of order the Contract Administrator or ordering agency it cannot provide the required temporary help, the Contract Administrator or the ordering agency has the option of placing the order with any other source.
16. The County shall automatically reject any individual referred by the Contractor with delinquent taxes to Prince William County. Thereafter, the County shall be at liberty to secure temporary help from any source to meet its needs.

III.2 ROLE PLAYER DUTIES

GENERAL DEFINITION OF WORK: The role players shall be utilized in practical training exercises at the Criminal Justice Academy. The role players shall play the part of the various characters the trainees are expected to deal with in a real situation in the performance of police work. The major objective of the training is to provide realistic situations in which trainees can make a practical application in actual police work of the various investigative and law enforcement skills taught and learned in the Academy.

The role players must:

- **Thoroughly understand** the training objectives of each scenario and roles they are playing. (The activity being performed by the role player is provided for each scenario).
- Be flexible and able to respond to the way in which individual trainees handle each situation. (For example, role player may be handcuffed and searched.)
- Perform the role assigned freely and adapt to it.

- React and adjust in a manner most appropriate to the way in which a situation develops
- Role Player must be comfortable participating in stressful and uncomfortable scenarios with subjects such as rape, domestic violence, death notification, and searching. Role player needs to understand simulation scenarios.
- Role Player must be able to withstand being outdoors during any type of weather condition and dress appropriately, i.e. bring a rain jacket if it's raining, snow boots when it's snowing, gloves and hats when it's cold, and jeans when they will be placed on the ground or pavement during exercise. They may get their clothes dirty or wet during scenarios.
- Role players must have own vehicle and use own gas as scenario dictates.

Control and Supervision:

- Role players will be under the direction and supervision of the Contractor before the start of each practical exercise. Supervision shall include ensuring that all role players are present and properly attired.
- Role players will be under the direction and supervision of the Academy instructors during training sessions.
- Role players shall promptly depart the Academy upon completion of their assigned tasks.
- Role players will not be permitted to enter any other area of the Academy or building without prior approval. All buildings at the Academy are designated as security areas and unescorted movement of any persons other than employees of the Academy is prohibited.

Location of Work:

- Most of the training shall take place at the Academy which is located in Nokesville, Virginia. However, in order to provide a more realistic setting, certain training exercises may take place in surrounding neighborhoods.

Special Requirements:

- Contractor must have recent, three (3) years prior experience coordinating and providing role players to Law Enforcement Agencies.
- The Contractor shall submit along with its bid a list of at least 30 qualified individuals the Contractor intends to provide to the County to perform role playing.
- Upon award of Purchase Order Vendor shall furnish to the County within 3 days from request, the names, addresses, date of births, SS Numbers, and driver's license numbers of all role players the Contractor will provide to the County to perform the services for this particular section under this Solicitation.
- All personnel provided by the Contractor shall be subject to appropriate record checks for security access clearance.
- Role players must be dependable, of good character, and possessing a high school education or GED equivalent.
- Role players must be in good health as in some instances they will play the role of an individual arrested, searched, and handcuffed.
- Role players must be licensed to operate vehicle and possess a good driving record.
- At the end of each training exercise, the role players must be available to provide feedback to the Academy instructors and participate in a critique upon request.
- Role players shall be of either gender depending on the scenario, over eighteen years of age, and of varied ethnic backgrounds. As circumstances demand female role players shall be required.

Items Furnished by the County:

- Parking space for role players.
- Role players shall be permitted to eat on premise at the Academy's cafeteria facilities. Role players are encouraged to bring their lunch.
- Scripts and instructions shall be provided by the County.

Training Session Schedule:

- The Academy conducts two to three training sessions a year. Each training session lasts about four (4) months. There are about 20-23 training exercises conducted in the 4-month period and an average of four (4) role players are required per training exercise.
- Prior to award of the Contract, projected training program schedules shall be provided to the Contractor.
- In the event of any change in the schedule or the number and composition of role players required, the Contract Administrator for this particular section of the solicitation shall notify the Contractor 48 hours in advance of such change. In the absence of any change, no notice will be issued.
- When the Contract Administrator orders role players to be utilized in the Practical Training Exercises, the Contractor must provide the exact combination and number of role players required. Failure by the Contractor to provide the required combination and number of role players shall result in the cancellation of the Contract for default.

III.2 Pricing Schedule

Bidder's Name _____

BASE YEAR

Position Title

Rate Per Hour

Role Player

\$_____/hr

III.3 Qualifications and References

1. Business Street Address: _____
2. Type of work performed by this company: _____
3. Number of years this company has been in business: _____
4. Number of employees: Full Time _____ Part Time _____
5. Business License: Type _____ Issued _____
6. Contractor's License: Type _____ Class _____
Issued _____ Expires _____
7. Attach a list of equipment which will be used for this project.
(Specify: Type, Age/Hours, Owned/Rented)
8. List degrees, certifications, and training, of key personnel within your company applicable to this Solicitation:
 - a) _____
 - b) _____
 - c) _____
9. List at least three (3) State, County, Federal Agencies and/or commercial references with whom the company has had contracts with in the past year, equal in size and scope as this Solicitation. Include contacts and telephone numbers.
 - a) _____
 - b) _____
 - c) _____
10. Has the company ever defaulted or failed to complete any contract: No / Yes, Explain below

III.4 Insurance

The successful Offeror will be required to provide evidence of the minimum coverages described within the enclosed "Insurance Checklist". No contract shall be finalized and no work shall commence until the County's insurance requirements are met.

Each Offeror shall comply with the Insurance Requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated on the "Insurance Checklist" at the end of this section of the Solicitation. Technical proposals must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.

1. The firm shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The firm assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.
2. The firm shall, during the continuance of all work under the contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist":
 - a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the firm from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. General Liability insurance in the amount prescribed by the County, to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.
 - c. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
3. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
4. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
5. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Manager before a contract is executed and any work is started.
6. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the County on demand.

7. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County Purchasing Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the County Purchasing Manager.
9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
10. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
11. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
12. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
13. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
14. The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
15. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Purchasing Manager, may be considered.
16. The County shall be named additional insured in the General Liability policies and stated so on the Certificate.

PRINCE WILLIAM COUNTY, VIRGINIA**Insurance Checklist**

Coverage types marked "X" must be provided if award is made to your firm.

COVERAGE		REQUIRED	LIMITS (FIGURE DENOTES MINIMUM)
Yes	No*		
—	—	X 1. Workers' Compensation and Employers' Liability;	1. Statutory Limits of the Commonwealth of VA:
—	—	X Admitted in Virginia	Yes
—	—	X Employers' Liability	\$1,000,000.00
—	—	X All States Endorsement	Statutory
—	—	USL&H Endorsement	Statutory
—	—	X Voluntary Compensation	Statutory
—	—	X 2. General Liability	2. \$1,000,000.00 Combined
—	—	Products	Single Limit Bodily
—	—	Completed Operations	Injury and Property
—	—	X Contractual Liability	Damage Each Occurrence
—	—	X Personal Injury	
—	—	X Independent Contractors	
—	—	XCU Prop. Damage Excl	
—	—	X 3. Automobile Liability	3. \$1,000,000.00 Combined
—	—	X Owned, Hired, & Non-Owned	Single Limit Bodily
—	—	Motor Carrier Act End.	Injury and Property
—	—		Damage Each Occurrence
—	—	X 4. Prof. Errors and Omissions	4 \$1,000,000.00 Limit Each Occurrence
—	—	5. Garage Liability	
—	—	6. Garagekeepers' Legal Liability	
—	—	7. Fire Legal Liability	
—	—	8. Other Insurance:	
—	—	X 9. County named as additional insured on General Liability Policies (This coverage is primary to all other coverages the County may possess)	
—	—	X 10. 30 day cancellation notice required.	
—	—	X 11. Best's Guide Rating - A:VI or Better, or Equivalent	
—	—	X 12. The Certificate must state Bid/RFP No. and Bid/RFP Title	
—	—	13. Umbrella Liability	

ATTACHMENT A

S-A-M-P-L-E

STANDARD CONTRACT FOR SUPPLIES AND/OR SERVICES

CONTRACT:

SUBJECT: Role Plays for Police Academy

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22182-9201

703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

This Contract is entered into this _____ day of _____, _____, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified herein for supplies and/or services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

Attachment A, Section I

Contract No. (I\$CONTRACT-NO)

SECTION I

SPECIAL PROVISIONS

I.1 Definitions

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the requesting agency identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Requesting Agency" for the purpose of this Contract shall mean Police Academy. Other Prince William County agencies may utilize the awarded Contract resulting from this Solicitation.

"Contract Administrator" assigned to administer this Contract for the County is 1st Sgt. Camille VanAntwerp 703-792-6501.

"Contractor" shall mean:

whose authorized representative is _____, _____, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Bid Response dated _____.
2. County's Solicitation number IFB110034 entitled Role Plays for Police Academy and dated April 18, 2011.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: (I\$AUTHORATIVE-DOC). This Contract shall take precedence over all the documents referenced above.

I.3 Contract Period

The Contract Period shall be for one-year from July 21, 2011. The County shall have the option to renew the Contract for three (3) additional one-year periods, contingent upon availability of funds for the purpose and the needs of the County.

I.4 Provision of Supplies and/or Services

The Contractor hereby agrees to provide the Temporary Role Player services to the County as described and further outlined herein. This Contract shall take precedence over the documents set forth in provision, Incorporation of Documents, in the event of inconsistency.

I.5 Contract Amount

In return for the services identified herein, and subject to the "Termination for Non-Appropriation of Funds" clause, the County shall compensate the Contractor in accordance with the Contract Pricing Schedule.

I.6 Placement of Orders

A County Purchase Order which may be accompanied by a Task Order or a Work Order shall be issued to the Contractor to provide the services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the Contract Pricing Schedule.

I.7 Emergency Procurements

In the event of a County emergency the County reserves the right to procure the contracted services from other sources that can provide the services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are as defined in the County Purchasing Regulations.

I.8 Subcontractors

Contractors desiring to utilize subcontractors on County jobs must receive prior written County approval to do so before subcontractors perform any services for the County.

I.9 Performance Period

The Contractor shall commence performance and complete the required services as described in the Specifications/Scope of Work and/or as may be described in a County Purchase Order, Task Order, or Work Order, issued against the Contract.

The majority of the hours are between 6:30AM until 4:30PM with varying reporting hours. Approximately 5 nights a session or approximately 10 nights at year end as late as 12:00AM (midnight) for evening role play scenarios, less established County holidays, unless otherwise approved by the County.

I.9 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.10 CPI

If the County exercises available contract renewal option(s) upon the expiration of its term, should there be any price increase, such increase may be accepted but the increase shall be no more than the posted

percentage of increase as shown in the applicable category of the Consumer's Price Index published by the U.S. Department of Labor.

I.11 Insurance

The Contractor shall maintain insurance in an amount and form as set forth in IFB110034.

I.12 Invoicing and Payments

Contractor's invoices shall be submitted to the "Invoice To" address as reflected on the County's Purchase Order.

The Contractor shall submit detailed invoices listing the goods and/or services provided to the County.

As a minimum, invoices shall reflect the following:

Contractor's Name and Address
Contract Number
Purchase Order Number
Task Order Number/Work Order Number, if applicable
Date Goods and/or Services were provided
Receipts and/or Delivery Tickets, if applicable

The County shall make payment to the Contractor, net 30 days and may accept prompt payment discounts if offered, after receipt of an acceptable invoice and the requested goods and/or services have been received and accepted by the County.

I.13 Law Compliance

The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations relating to this procurement.

I.14 Tax Exemption

Prince William County Government is exempt from the payment of any Federal excise or Virginia sales tax. However, when under established trade practice any such tax is included in bidders list price, the bidder shall bid the list price and shall show separately the amount of tax as a flat sum that will not be paid by the County.

I.15 Rider Clause

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination for Contracts Over \$10,000

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

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

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 over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

II.5 Claims/Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days

of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.6 Termination for Convenience of the County

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. Cost of work performed or supplies delivered;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
 - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.9 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.10 Examination of Records

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.11 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

II.12 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.13 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

II.14 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

II.15 Hold Harmless

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all injuries, damages and losses however or by whomever sustained, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

BOARD OF COUNTY SUPERVISORS OF (I\$CONTRACTOR)
PRINCE WILLIAM COUNTY, VIRGINIA (I\$CONTRACTOR-1)

County Representative

Contractor Representative

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

_____ Date: _____