



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 13, 2011

INVITATION FOR BID: IFB 110039

SUBJECT: Sewer Inspection System

BID OPENING

DATE: May 04, 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:
SJ Stanley, (703) 792-6793 or E-mail to (sstanley@pwcgov.org)**

County Web Page = www.pwcgov.org/eservices/eprocurement

An Equal Opportunity Employer

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SECTION I

SPECIAL PROVISIONS

I.1 General Scope

The Contractor shall Supply and Install New Unused Interchangeable CUES SUMMIT RETROFIT TV Inspection Sewer Camera with electric lift, color camera, summit reel, and GXP rack mount enhanced support plan, computer equipment, assemblies, and accessories, as further described in the Scope of Work and Pricing Schedule.

I.2 Requesting Agency

The procuring agency for this Solicitation is Prince William County Public Works, Environmental Services.

Contact: Mr. Phil Darden, Site Inspection Supervisor/Contract Administrator
Telephone: 703-792-7122

I.3 Contract Period

The Contract period shall be from contract award date until all contract required goods and services are provided by the Contractor and received, accepted, and paid for by the County, and all price discount obligations have expired.

I.4 Performance Period

The Scope of Work shall be completed within ninety (90) calendar days from receipt of County Purchase Order. CUES Price Lists Discount shall be in effect for Three (3) Years from Contract Award Date

I.5 Inspection and Acceptance

Goods and/or services (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products and work performed) shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

In case goods are defective in material or workmanship or otherwise not in conformity with the County's requirements, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Goods which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Manager, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails to promptly remove such goods that are required to be removed or replaced or to correct such goods, the County either 1) may by Contract or otherwise replace or correct such goods and charge to the Contractor the cost occasioned the County thereby; or 2) may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects or replaces such goods within the specified delivery schedule, the Purchasing Manager may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.

Any and all services provided shall be conducted and completed in accordance with recognized and customarily accepted industry practices, unless otherwise specified by the County, and shall be considered complete when the services are approved as acceptable by the County's Contract Administrator or its designee. In the event of rejection of any services provided, the Contractor shall be notified and shall have 3 calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

I.6 Insurance

After contract award, 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 sub-contractor performing for the Contractor on County jobs.

I.7 Invoicing and Payments

Contractor's invoices shall be submitted to the "Invoice To" address as reflected on the Purchase Order. The Contractor shall submit detailed invoices listing the goods and/or services provided to the County. As a minimum, invoices shall also reflect the following:

Contractor's Name and Address/Contract Number/Purchase Order Number
Date 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.8 Brand Name or Equal

One or more items called for by this solicitation have been identified in the Pricing Schedule by a brand-name-or-equal product description. Bids offering equal products will be considered for award if these products are clearly identified and are determined solely by the County to be equal in all material respects to the brand-name product referenced in the solicitation and determined equal for the purpose intended by the requesting Agency.

The County shall make the sole determination of equipment compatibility based on: its suitability for the purpose intended, quality, workmanship, and economy of operation.

Unless the bidder clearly indicates in the bid that the bid is for an equal product, the bid will be considered as offering a brand-name product referenced in the solicitation.

If the bidder proposed to furnish an equal product, the brand name and model or catalog number, if any, of the product to be furnished must be identified in the bid submittal. The evaluation of bids and the determination as to equality of the product offered and purpose intended by the requesting agency will be based on information furnished by the bidder or identified in the bid, as well as other information reasonably available to the Purchasing Manager as well as the requesting agency's knowledge. Accordingly, to ensure that sufficient information is available, the bidder must furnish as a part of the bid:

- a. All descriptive material (such as cuts, illustrations, drawings, or other information), testing analysis/compatibility documents necessary for the Purchasing Manager to establish exactly what the bidder proposes to furnish and to determine whether the product offered meets the requirements of the solicitation; or

- b. Specific references to information previously furnished or to information otherwise available to the Purchasing Manager to permit a determination as to the equality of the product offered for the purpose intended.

If the bidder proposes to modify a product so as to make it conform to the requirements of the solicitation, the bidder must: a. Include in the bid a clear description of the proposed modifications; and b. Clearly mark any descriptive material to show the proposed modifications.

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 April 15, 1985, 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
 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 and time stamped to/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.5 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 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.6 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.7 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/performance period taking into consideration other business commitments.

II.8 Placement of Orders

A County Purchase Order shall be issued to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated.

II.9 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 goods and/or services required by the County are provided in accordance with the County's Contract.

II.10 Subcontractors

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

II.11 Contract Type and Award

Prince William County expects to award a firm-fixed price contract.

II.12 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.13 Non-Discrimination Against Faith-Based Organizations

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

II.14 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of the 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 the contract for default and agrees to include a similar provision in any subcontract.

II.15 Law Compliance

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

II.16 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 bidder's 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.17 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.18 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.pwccgov.org/eservices/eprocurement.

**SECTION III
FORMS**

**IFB SUBMISSION FORM
INSURANCE/INSURANCE CHECKLIST
QUALIFICATIONS AND REFERENCES**

IFB Submission Form**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 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 COMPLETE AND RETURN THIS FORM WITH BID SUBMISSION

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 by the Contractor upon Contract award.

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	Statutory
—	—	X All States Endorsement	Statutory
—	—	USL&H Endorsement	Statutory
—	—	Voluntary Compensation	Statutory
—	—	X 2. General Liability	2. \$500,000.00 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. \$500,000.00 Combined
—	—	X Owned, Hired, & Non-Owned	Single Limit Bodily
—	—	X Motor Carrier Act End.	Injury and Property
			Damage Each Occurrence
—	—	4. Prof. Errors and Omissions	4 \$ Limit Each Occurrence
—	—	X 5. Garage Liability	(to cover County equipment while garaged)
—	—	X 6. Garagekeepers' Legal Liability	(to cover County equipment while garaged)
—	—	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 Contract Number and Title	
—	—	13. Umbrella Liability	

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, if applicable.
(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

ATTACHMENT A
SCOPE OF WORK / PRICING SCHEDULE

SCOPE OF WORK

GENERAL REQUIREMENTS:

(Provide documentation with Bid Submittal)

Camera, camera transporter, and external lighthead to be supplied must be labeled and listed by a Nationally Recognized Testing Laboratory (NRTL) to the applicable Standard for Safety for Closed Circuit Television Equipment, UL 2044, 2nd edition, 11/9/01.

A listing report must be supplied that certifies the aforementioned equipment is acceptable as defined by 29 CFR 1910.399 and required by 29 CFR 1910.303(a). Self-certification or certification by a laboratory that is not an NRTL will be deemed unacceptable. NRTL labeled and listed equipment shall be supplied as required by the FEDOSHA memorandum, dated September 25, 2002, page 3, Section on Compliance, prepared by John L Henshaw, Assistant Secretary of Occupational Safety and Health.

The Contractor and/or Contractor's Technicians assigned to this project must be CUES authorized Certified Installers/Serviceers for the equipment being installed for the County.

Minor equipment deviations/alterations that do not effect the purpose intended, quality, workmanship, and economy of operation may be considered responsive by the County.

GOODS (For Inspecting Storm Sewers)

(Defined as all materials, equipment, and supplies)

The Contractor shall Supply and Install New Unused Interchangeable CUES SUMMIT RETROFIT TV Inspection Sewer Camera with electric lift, color camera, summit reel, and GXP rack mount enhanced support plan, computer equipment, assemblies, and accessories as further described in the Pricing Schedule. The Contractor shall make every effort to utilize existing brackets, shelves, and cabinetry existing within the County Van. All goods described in the Pricing Schedule shall be completely installed and tested for compliance before delivery to the County.

The County will conduct its final equipment compliance and acceptance inspection during the training sessions provided to the County's employees/equipment operators by the Contractor.

Purpose Intended –To ensure interchangeability between the two systems, allowing both CCTV Vans to share equipment, parts, and accessories, to share results and reporting in the same format, and ease of operation and uniform training. All equipment, parts, and accessories shall be interchangeable/compatible with existing County CUES SUMMIT CCTV Components in

2008 freightliner sprinter van (es3234). New cameras, computers and tractors must be interchangeable with the County's 2008 freightliner sprinter van System. Any necessary modifications, fabrications alterations to the County's 2004 GMC van shall be included in the bid price. The County shall make the sole determination of equipment compatibility based on: its suitability for the purpose intended, quality, workmanship, and economy of operation.

The Contractor shall submit Configuration Drawings/Sketches of the proposed vans interior system lay-out for County's consideration and approval.

Two (2) Complete Sets of Owners, Users, and Parts, Manuals shall be provided for all goods supplied to the County. Also, Brochures of goods provided.

The Contractor shall submit a Complete Itemized List of all goods proposed to the County, including makes, models, and item/part numbers, that makes up Contractor's Bid.

VAN PICKUPS AND DELIVERIES:

For Initial Installation of Goods until Acceptance of Goods– The Contractor will be responsible for pick- ups and deliveries and cost thereof, of County Van/Equipment from Prince William County Government Stadium Complex, to Contractor's installation location, and back to Prince William County Government Stadium Complex.

For Warranty and Service Work after Acceptance - The County will be responsible for delivery and pick-up of the Van/Equipment if the place of service is within 100 mile radius from Prince William County Stadium Complex. Otherwise the Contractor shall be responsible for delivery and pick-up and cost thereof..

REMOVAL OF TRADE-IN EQUIPMENT

Removal of Existing Equipment from 2004 GMC 3500 ton Van- The Contractor shall be responsible for the removal of the County's entire outdated Cobra TV Inspection CAMERA System-reel. pcu, tractor, camera., and its assemblies. All items removed are considered Trade-In Items.

SITE VISIT OF COUNTY VANS AND EQUIPMENT

By Appointment Only

Location: 5 County Complex Court
Prince William, Va. 22192

Monday thru Friday 9:00 AM -5:00 PM

Contact: Mr. Phil Darden @ 703-792-7122 to schedule a visit, schedule early.

The Contractor shall conduct an inspection of both vans and its contents, noting all equipment, supplies, materials, components, compartments, design, conditions, take measurements, etc. to submit a complete bid package to the County.

PRICING SCHEDULE

PROVIDE THE FOLLOWING:

The Contractor shall bid on all goods identified herein. If manufacturer's goods have changed then provide the latest make/model available. Deviations/Alterations shall be clearly noted by each item for the County's consideration.

The County may award at its option, item No. 22 or No. 23, and No. 24.

ITEM 1 – PRICE PER LOT = \$ _____

- Qty 1 P&T ZOOM M/C CAMERA
 1 Solid State Color Sewer TV Camera
 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom,
 4x Digital Zoom
 1 NTSC Color Standard with 4x Light Integration
 1 Camera Lighting System
 1 Camera Transportation and Storage Case
 SPECIFY MAKE/MODEL HERE _____

ITEM 2 – PRICE PER LOT = \$ _____

- Qty 1 STEERABLE CAMERA TRANSPORTER, WHEELED
 1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe
 1 Unit Shall Have Forward, Free Wheel, and Power Reverse
 1 Set of Six (6) Driven Rubber Wheels to Inspect 8" Pipe
 1 All Six (6) Wheel Drive Transporter Assembly to Include:
 1 Motor & Enclosed Drive Train
 1 Tip Up Rear 12-Pin Connector
 1 Transporter Control Unit
 SPECIFY MAKE/MODEL HERE _____

ITEM 3 – PRICE PER LOT = \$ _____

- Qty 1 10" - 15" TIRE KIT TO INCLUDE:
 6 10" - 15" Tire
 6 Outer Hub
 SPECIFY MAKE/MODEL HERE _____

ITEM 4 – TOTAL COST = \$ _____

- Qty 4 KNOBBY TIRE 18" - 60"
 SPECIFY MAKE/MODEL HERE _____

ITEM 5 – TOTAL COST = \$ _____

- Qty 1 ELECTRIC CAMERA LIFT FOR SMALL OR LARGE PIPE
 STEERABLE TRANSPORTERS
 SPECIFY MAKE/MODEL HERE _____

ITEM 6 – PRICE PER LOT = \$ _____

- Qty 1 1000' CABLE ASSEMBLY, M/C 12PIN METAL
- 1 1000' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission/ Tow Cable
 - 1 .450 Diameter
 - 1 Metal Splice Chamber with Pigtail
 - 1 Cable Strain Relief
- SPECIFY MAKE/MODEL HERE _____

ITEM 7 – PRICE PER LOT = \$ _____

- Qty 1 TV REEL ASSEMBLY [RH], MECHANICAL FOOTAGE FOR SUMMIT, 450 CABLE
- 1 Black Thermoplastic Powder Coated Frame
 - 1 Power Levelwind & Multi Ratio Manual Transmission
 - 1 Footage Meter with Local Counter and Remote Electronic Counter
 - 1 Transmission Control at Viewing Station
 - 1 Local Reel Mount Electrical and Mechanical Control
 - 1 Sealed Continuous Contact Collector Assembly
 - 1 Removable Drip Pan for Cleaning
- SPECIFY MAKE/MODEL HERE _____

ITEM 8 – PRICE PER LOT = \$ _____

- Qty 1 CCU ASSEMBLY [RACK MOUNT]
- 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
 - 1 Remote "QWERTY" Keyboard for Data Entry
 - 1 On Screen Footage Display
 - 1 WRC and PACP Codes
- SPECIFY MAKE/MODEL HERE _____

ITEM 9 – PRICE PER LOT = \$ _____

- Qty 1 WIRED USB CONTROLLER
- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]
- SPECIFY MAKE/MODEL HERE _____

ITEM 10 – PRICE PER LOT = \$ _____

- Qty 1 WIRELESS CONTROLLER
- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]
- SPECIFY MAKE/MODEL HERE _____

ITEM 11 – PRICE PER LOT = \$ _____

- Qty 1 [RACK MOUNT] COMPUTER W/DATA COLLECTION SOFTWARE
- 1 Motherboard with 1156 Socket and Intel P55 Chipset
 - 1 Genuine Intel Dual Core i7-870 Lynnfield 2.93 GHz Processor
 - 1 Two (2) GB of DDR3 (Double Data Rate) 1333 RAM
 - 1 PCI Video Capture Board for MPEG 1 / 2 / 4 Video Capture with Hardware Compression
 - 1 Video Graphics Card, Supporting up to 512MB, 16x PCI-Express
 - 1 LAN, On Board Network Connection, Realtek 8112L 10 / 100 / 1000 Mbps
 - 10 USB 2.0 Ports (8 on Rear, 2 on Front)
 - 3 RS232 Serial Ports
 - 1 Soundblaster Compatible, On Board Sound
 - 1 DVD + / - RW DVD Burner 20x / CD - RW 40x Internal
 - 1 500 GB (7,200 RPM) SATA Hard Drive
 - 1 64 GB Solid State Drive, SATA2
 - 1 650 Watt ATX Power Supply
 - 1 Industrial Hardened Case with:
 - 1 Air Filtering, Vibration Dampening Hard Drive Mounts
 - 1 Peripheral Cards Support Bar
 - 1 19" (482.6mm) Rack
 - 1 Windows XP Professional Operating System
 - 1 Granite XP Inspection Edition Version x.x Software
 - 1 User Guide - Hard Copy
 - 1 User Guide - CD
 - 1 System Recovery Disk
 - 2 Viewer Edition Editions Shall be Included at No Extra Charge
 - 2 19" Multimedia Ultimedia LCD Monitor
 - 1 PCU Assembly [Rack Mount]
 - 1 HP Office Jet 6000 Color Printer complete with 1-usb black computer keyboard, 1-mouse, Microsoft optical scr,ps2/usb, or equal
- SPECIFY MAKE/MODEL HERE _____

ITEM 12 – TOTAL COST = \$ _____

- Qty 1 ENHANCED SUPPORT PLAN FOR SOFTWARE
(phone, electronic, cd/dvd support)
- SPECIFY MAKE/MODEL HERE _____

ITEM 13 – TOTAL COST = \$ _____
 Qty 1 MANHOLE TOPROLLER ASSEMBLY, TV ONLY
 SPECIFY MAKE/MODEL HERE _____

ITEM 14 – TOTAL COST = \$ _____
 Qty 1 MANHOLE ADAPTER CLAW HOOK
 SPECIFY MAKE/MODEL HERE _____

ITEM 15 – TOTAL COST = \$ _____
 Qty 6 RETRIEVAL/DOWNHOLE POLE ASSEMBLY
 SPECIFY MAKE/MODEL HERE _____

ITEM 16 – TOTAL COST = \$ _____
 Qty 1 INVERT ROLLER ASSEMBLY
 SPECIFY MAKE/MODEL HERE _____

ITEM 17 – TOTAL COST = \$ _____
 Qty 1 RETRIEVAL HOOK
 SPECIFY MAKE/MODEL HERE _____

ITEM 18 – PRICE PER LOT = \$ _____
 Qty 1 MULTI CONDUCTOR TV ONLY TOOL KIT COMPLETE WITH:
 1 Milliamper meter Tool
 1 Electrical Tape
 1 Needle Nose Pliers
 1 Six-In-One Screwdriver
 1 6" Adjustable Wrench
 1 Anti Seize Grease
 1 9-Piece Allen Wrench kit
 1 Solder Iron Kit
 1 Industrial Pliers
 1 5/32 T-Handle Hex Wrench
 1 Multi Conductor TV Only Operation Manual
 1 Parts Catalog
 1 Cable Repair Kit DVD
 1 TV Only Training DVD
 SPECIFY MAKE/MODEL HERE _____

ITEM 19 – TOTAL COST = \$ _____
 REMOVAL COST ONLY OF ENTIRE COBRA SYSTEM FROM COUNTY VAN
 PER SCOPE OF WORK.

ITEM 20 – TOTAL COST = \$ _____
 PROVIDE ONSITE EQUIPMENT OPERATOR TRAINING FOR TWO (2) DAYS
 FOR MINIMUM FIVE (5) EMPLOYEES AT PWC SITE, INCLUDING TRAINING
 MATERIALS.

ITEM 21 – TOTAL COST = \$ _____
 WARRANTY- ONE (1) YEAR ALL PARTS AND LABOR, INCLUDING
 TRAVEL, LODGING, MEALS, SERVICE CALLS, AND RELATED
 EXPENSES

ITEM 22 – GRAND TOTAL COST ITEMS 1-21 = \$ _____
 FOB DESTINATION AND INSTALLED “**WITHOUT**” TRADE-IN

ITEM 23 – GRAND TOTAL COST ITEMS 1-21 = \$ _____
 FOB DESTINATION AND INSTALLED “**WITH**” TRADE-IN

TRADE-IN EQUIPMENT CONSIST OF THE ENTIRE COBRA
 SYSTEM INCLUDING CAMERA, REEL, PCU, TRACTOR AND ITS
 ASSEMBLIES AND ACCESSORIES.

TRADE IN VALUE ESTIMATED AT \$ _____

ITEM 24 – _____ % OFF CUES’S PRICE LIST

PROVIDE FIXED % DISCOUNT OFF OF CUES SUGGESTED RETAIL PRICE
 LIST FOR GOODS: EQUIPMENT , SYSTEMS, UNITS, ASSEMBLIES, SUPPLIES,
 PARTS, AND ACCESSORIES.

DISCOUNT SHALL BE FIRM, FOR THREE (3) YEARS FROM CONTRACT
 AWARD DATE. PRICE LIST IN EFFECT AT THE TIME ADDITIONAL GOODS
 ARE REQUESTED SHALL BE THE PRICE LIST UTILIZED. SUBMIT A
 CURRENT PRICE LIST FOR GOODS WITH BID SUBMITTAL. PROVIDE
 UPDATES AS THEY OCCUR.

IDENTIFY CURRENT PRICE LIST HERE: _____
 price list effective date

- **You must be a registered bidder to do business with Prince William County Government
 (See Section II Instructions to Bidders ,General Provisions II.2)**

BUSINESS NAME	AUTHORIZED SIGNATURE
STREET ADDRESS	TYPED/PRINTED NAME & TITLE
TELEPHONE NUMBER _____	DATE _____
FAX NUMBER _____	
E-MAIL _____	

ATTACHMENT B

S-A-M-P-L-E

STANDARD CONTRACT FOR SUPPLIES AND SERVICES

CONTRACT:

SUBJECT:

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.

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 and Contract Administrator" for the purpose of this Contract shall mean

Prince William County Public Works

"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 No. _____.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: Solicitation No. IFB _____. This Contract shall take precedence over all the documents referenced above.

I.3 Contract Period

The Contract period shall be from contract award date until all contract required goods and services are provided by the Contractor and received, accepted, and paid for by the County, and all price discount obligations have expired.

I.4 Provision of Goods and Services

The Contractor shall Supply and Install New Unused Interchangeable CUES SUMMIT RETROFIT TV Inspection Sewer Camera with electric lift, color camera, summit reel, and GXP rack mount enhanced support plan, computer equipment, assemblies, and accessories as further described in the Scope of Work and Pricing Schedule.

I.5 Contract Amount

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

I.6 Placement of Orders

A County Purchase Order shall be issued to the Contractor to provide the goods and/or 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.

I.7 Subcontractors

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

I.8 Time of the Essence and Completion

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

I.9 Performance Period

The Scope of Work shall be completed within ninety (90) calendar days from receipt of County Purchase Order. CUES Price Lists Discount shall be in effect for Three (3) Years from Contract Award Date

I.10 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 also reflect the following:

Contractor's Name and Address
Contract Number/Purchase Order Number
Date Services were provided/Receipts 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.11 Inspection and Acceptance

Goods and/or services (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products and work performed) shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

In case goods are defective in material or workmanship or otherwise not in conformity with the County's requirements, the County shall have the right either to reject them (with or without instructions as to their

disposition) or to require their correction. Goods which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Manager, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails to promptly remove such goods that are required to be removed or replaced or to correct such goods, the County either 1) may by Contract or otherwise replace or correct such goods and charge to the Contractor the cost occasioned the County thereby; or 2) may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects or replaces such goods within the specified delivery schedule, the Purchasing Manager may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.

Any and all services provided shall be conducted and completed in accordance with recognized and customarily accepted industry practices, unless otherwise specified by the County, and shall be considered complete when the services are approved as acceptable by the County's Contract Administrator or its designee. In the event of rejection of any services provided, the Contractor shall be notified and shall have three (3) calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

I.12 Insurance

The Contractor shall maintain insurance as set forth in Solicitation No. _____. An Insurance Certificate must be provided to the County before any services are performed by the Contractor under this Contract.

I.13 Hazardous Products

Where applicable, the Contractor shall comply with all Virginia Occupational Safety and Health Administration Standards. Specifically, the Contractor shall ensure that all products provided to Prince William County are properly labeled and that Material Safety Data Sheets (MSDS) are provided for those products classified as "hazardous" by the Virginia Occupational Safety and Health Administration.

I.14 Law Compliance

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

I.15 Tax Exemption

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

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 licensed subcontractors 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 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.12 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.13 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.14 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 negligent 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.

II.15 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.

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

County Representative Signature
Tom Bruun
Director of Public Works

Contractor Representative Signature

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

_____ Date: _____