REQUEST FOR PROPOSAL

26-03

SPONSORSHIP COORDINATION SERVICES

Town of Herndon

777 Lynn Street

Herndon, VA 20170

RELEASE DATE: November 7, 2025

DEADLINE FOR QUESTIONS: November 21, 2025

RESPONSE DEADLINE: December 9, 2025, 11:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/herndon-va

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Town of Herndon

REQUEST FOR PROPOSAL

Sponsorship Coordination Services

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1. Posting Notice

All times listed in this RFP are Eastern Standard Time.

Proposals shall be submitted electronically via the Town of Herndon's eProcurement Portal. Current solicitations can be viewed and downloaded here: https://procurement.opengov.com/portal/herndon-va.

To log in or register your company to receive notifications of the Town's solicitations, go to the Town's eProcurement Portal. On the registration form, enter the required information. Registration is free, so be sure to select your "category codes" for the type of work/services that you provide.

The Town uses eVA and OpenGov to notify and distribute solicitation documents. Solicitations are also advertised on the Commonwealth of Virginia's eVA Procurement Portal, where they may be downloaded and viewed.

Bidding Documents may be obtained commencing Friday, November 7, 2025 through the procurement portal.

All questions or requests for information must be submitted through the procurement portal at https://procurement.opengov.com/portal/herndonva no later than 10:00 am on Friday, November 21, 2025. The Town will answer all questions and inquiries through the procurement portal. Clarifications and additional information, if any, will be issued as addendums on the procurement portal by 3:00 pm on Monday, November 24, 2025. It is the responsibility of the prospective offeror to check the procurement portal for addenda or updates.

The Town will post addendums on its Procurement Portal at https://procurement.opengov.com/portal/herndon-va and the Commonwealth of Virginia Department of General Services' central electronic procurement website (eVA) https://eva.virginia.gov by 3:00 pm on Monday, November 24, 2025. The Town will post the results of this proposal opening and award information on its Procurement Portal at https://procurement.opengov.com/portal/herndon-va .

The Town of Herndon reserves the right to reject any and all proposals or to accept the proposal(s) which, in its judgment, will be in its best interest.

NO PROPOSAL MAY BE WITHDRAWN FOR A PERIOD OF HUNDRED TWENTY (120) DAYS SUBSEQUENT TO THE DATE OF THE PROPOSAL OPENING. Any proposal may be withdrawn PRIOR to the scheduled time for proposal opening or authorized postponement thereof.

2. Introduction

2.1. Purpose

The Town of Herndon (the "Town") is soliciting proposals from qualified firms to provide services to create sponsorship packages and seek sponsorship donations for the Town of Herndon Annual Events Program. The current events program includes, but is not limited to, the Spring Event, the Fireworks Display on the 4th of July, the Turkey Trot 5K, and Camp on the Go. The Annual Events Program also includes additional opportunities based on demand.

2.2. Background

The Spring event is a 1-day community wide event that will include entertainment, food, activities, and vendors of various types. It will celebrate the diversity of Herndon. It is being held on Lynn Street in the main downtown space where special events are held. It is anticipated that there will be between 4,000-5,000 attendees.

The town plans to present a fireworks display on the 4th of July. The event takes place in Bready Park, 814 Ferndale Ave., Herndon, VA 20170. The 4th of July Celebration is more than 35 years old and has an audience of 5,000-6,000 spectators. This does not account for the number of residents that are outside the park along the roadway and in neighboring housing developments to watch the fireworks. The fireworks display is held in conjunction with a musical performance, traditional outdoor games and food vendors.

The Turkey Trot 5K is a long-standing Herndon tradition that starts at Bready Park, and goes around the perimeter of the Centennial Golf Course. There is an awards ceremony at the end of the event, with prizes for various age groups.

Camp on the Go is a camp program that takes camp out to the kids. Initiated in the summer of 2025, this camp took programming out from the community center and into the neighborhoods. This camp is free of charge, and is intended to reach those underserved in our community who might have barriers getting to a traditional program.

3. Questions or Inquiries

All questions or requests for information must be submitted through the procurement portal at https://procurement.opengov.com/portal/herndonva no later than 10:00 am on Friday, November 21, 2025. The Town will answer all questions and inquiries through the procurement portal. Clarifications and additional information, if any, will be issued as addendums on eVA and the town's procurement portal by 3:00 pm on Monday, November 24, 2025. It is the responsibility of the prospective offeror to check the procurement portal for addenda or updates.

4. Information for Offerors

4.1. Offerors Responsibility

Offerors shall examine the scope of services, terms and conditions and locations of this Request for Proposal and shall exercise their own judgment as to the nature and total amount of all work required for acceptable performance. The Town cannot accept any plea of ignorance of conditions that exist or that may hereinafter exist, or of conditions or difficulties encountered in the work as a result of failure to make the necessary examination and investigation as an excuse for any failure or omission on the part of the offeror to fulfill in every detail the requirements of this Request for Proposal or is acceptable as a basis for any claims whatsoever for extra compensation.

4.2. Competition Intended

It is the Town's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the date set for acceptance of proposals.

4.3. Ethics in Public Contracting

A. The provisions contained in Sections 2.2-4367 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, are applicable to all contracts solicited or entered into with the Town of Herndon.

B. By submitting their proposal, all Offerors certify that their proposal are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4.4. Debarment Status

By submitting a proposal and/or acceptance of a Town Purchase Order or Contract, all firms certify that they are not currently debarred from doing business with or in the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from doing business with or in the Commonwealth of Virginia.

4.5. Projected Requirements/Estimated Quantities

The quantities specified in this solicitation are estimated only and are given for the information of offerors and for the purpose of proposal evaluation. They do not indicate the actual quantities that will be ordered since the actual volume will depend upon requirements that develop during the contract period.

4.6. Prices and Price Adjustment

A. All prices/discounts shall be FOB destination and shall include all charges that may be imposed in fulfilling the terms of this contract. Prices/discounts shall remain firm for the duration of the contract.

4.7. Offeror Capabilities/Inspections

Upon request, any offeror may be required to give evidence that the offeror maintains a permanent place of business and has the following to support this: Adequate on-site inventory to deliver the items properly and expeditiously has adequate insurance for both itself and any subcontractors; has adequate financial status to meet obligations incidental to the work and has appropriate technical expertise. The offeror's failure to demonstrate the capabilities and resources listed above shall result in a determination of non-responsibility and shall be cause of rejection of the proposal.

4.8. Cancellation of Orders

Purchases made under this contract are for readily available items specified herein. Time is of the essence in furnishing the items ordered. The Town reserves the right to cancel the order and/or refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

4.9. Additions/Deletions

The Town reserves the right to add similar items/services or delete items/services specified in the subsequent contract as requirements change during the period of the Contract. The Town of Herndon and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

4.10. Right to Reject Proposals

An authorized representative of the firm shall sign all proposals, and the Offeror shall submit all information as requested. Failure to submit all requested information may result in the rejection of the proposal.

The Town of Herndon reserves the right to cancel this RFP and/or reject any or all proposals and waive any informalities in any proposal.

4.11. Contract Order of Precedence

In the event of conflict, the provisions of the Contract and any subsequent amendments shall take precedence over any other contractual documents. The Contract consists of the following documents (the "Contract Documents"), that in the event of conflict shall have the following priority (highest to lowest):

A. Contract Amendment(s)

B. Contract:

1. Solicitation and addendums

2. Signed Offeror's Proposal as submitted

3. Duly Signed Summary of Negotiations and Acceptance

4.12. Delays and Suspensions

A. The Town may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the Town. The Town will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The Town may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

B. If the Town does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the Town Purchasing Agent written notice if the Town fails to provide data or services that are required for contract completion by the Contractor. The Town may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The Town may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

C. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the Town's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

4.13. Expenses Incurred in Preparing Proposal

The Town accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal and such expenses are to be borne exclusively by the offeror.

5. Offerors Qualification

A. The Contractors shall provide the names, addresses and telephone numbers of at least three (3) other firms or government agencies for whom a similar type of work has been performed in the past twenty-four (24) months. Contractors must complete and return the reference form (Appendix A - Attachment A).

1. The Town of Herndon will consider a Contractor's record of performance of any contracts for the services into which it may have entered with the Town or with other public bodies or corporations; and, the Town of Herndon expressly reserves the right to reject any offer, if such record discloses that said Contractor, in the opinion of the Town, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to subcontractors, suppliers or employees.

2. The Town of Herndon will make an investigation as to the ability of the Contractor to perform the work. The Town of Herndon reserves the right to reject any proposal, if the evidence submitted by, or investigation of the Contractor, fails to satisfy the Town that such Contractor is properly qualified by experience and financial status to carry out the obligations of the purchase order and to complete the work contemplated therein. Conditioned proposals will not be accepted.

3. The Town reserves the right to inspect Contractor's facility, prior to award, to satisfy questions regarding the Contractor's capabilities. The Contractor, including the designated head pyrotechnician for the show, may be required to attend an interview as a review in the selection process.

B. Implied Requirements: Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Contractor, shall be deemed to be included in the proposal.

6. Scope of Services

The Town is seeking consulting services to develop and oversee the entire sponsorship process for our four main events. The successful offeror will work closely with Town event staff to create sponsorship tiers at various price levels with corresponding deliverables. The successful offeror will sell the sponsorship opportunities to local, regional, and national businesses, maintaining prospect lists. The successful offeror will maintain communication with sponsor(s) from the beginning through event day and beyond, serving as a representative of the Town. This is not a request for marketing or branding services and any proposal submitted should not contain reference to these services

6.1. CONTRACT DELIVERABLES

The successful offeror, also referred to herein as "Contractor", will be expected to provide all expertise, labor, equipment, and resources necessary to complete the services herein. The requirements identified herein are for informational purposes only and the Town reserves the right to add and/or delete services based on specific tasks.

A. Securing Sponsors

1. Contractor will be responsible for identifying and contacting potential sponsors in addition to securing sponsorship revenue for each event. The Town of Herndon will pre-approve potential sponsor contracts. The revenue goals for the events are as follows:
2. Spring Community Event - $40,000
3. 4th of July Fireworks Display – $30,000
4. Turkey Trot - $12,000
5. Camp on the Go - $15,000
6. Contractor shall work to secure local, regional, and national sponsors, bringing in new businesses while maintaining relationships with existing partners.
7. Contractor shall focus on developing presenting sponsorships for each event.

B. Sponsor Notification

1. Contractor shall be responsible for sending invoices to sponsors and coordinating payment directly to the Town before sponsor begins receiving benefits.

C. Advising on Sponsorship Package/Levels of Sponsorship

1. Contractor will be asked to provide input on the different levels of sponsorship to best meet the desired revenue goals. Contractor should strive to maximize the level of sponsorship acquired.

D. Meeting Deadlines Established on Event Timelines

1. Contractor must be able to secure sponsors in a timely fashion to meet the advertising deadlines established by the Town. The Town of Herndon reserves the right to modify the event timelines as necessary.

E. Reviewing Advertisement Designs for Sponsor Placement

1. Contractor will be responsible for evaluation of ad designs to ensure correct sponsor placement and spellings. Contractor must have the ability to email soft copies for editing and approvals as well as meeting face to face as needed.

F. On-site at Events to Assist with Sponsor Logistics

1. Contractor will be responsible for being on-site the day of the events to assist sponsors with load in logistics. The Contractor will also attend the events for a mutually agreed upon period of time to provide the sponsors with support and to evaluate the events.

G. Complete Thank You Letters and Post Event Reports

1. Contractor is responsible for sending out thank you letters to all sponsors within two business days after the event.
2. Contractor will submit a summary report with results, feedback and recommendations within 2 weeks after each event.
3. Contractor will submit a year end summary report after the final event incorporating results, feedback and recommendations for all events in the coming year.

H. Submission of Monthly Invoices

1. Contractor is responsible for providing a detailed monthly invoice, supplying the Town with dates and time spent working on securing sponsorships, emailing and other communications, creating sponsorship packages, editing, etc. as well as providing a list of all potential sponsors contacted.

I. Utilize Town Tools

1. Contractor will use the Town's choice of sponsorship management platform to collect sponsor applications, process payments and track deliverables.

J. Maintain and Share Prospect List

1. Contractor shall maintain a list of contacted prospects and their status in the sales cycle. List shall be updated regularly and shared with Town staff when requested.
2. Sponsors and prospects remain property of the Town throughout and after the duration of contract.

6.2. Services Provided by the Town

A. Digital Version of the Sponsorship Package

1. Once the package design and contents are finalized, the Town will provide the Contractor with a digital copy of a comprehensive sponsorship guide in PDF form for distribution to potential sponsors.

B. Ad and Printing Deadlines

1. The Town of Herndon shall provide a complete ad and promotional material printing schedule for the Contractor.

C. Ad Proofs

1. The Town of Herndon will provide proofs of all printed materials for Contractor review before the printing deadline.

7. Proposal Preparation

7.1. Proposal Requirements

In order to be considered for selection, Offerors must submit a complete response to this RFP, through the Section 11 - Vendor Questionnaire, question 6. Proposals shall be signed by an authorized representative of the Contractor. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agent requiring prompt submission of the missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Town at its discretion. Offerors shall submit written proposals that present the Offeror's qualifications and understanding of the work to be performed. The Offeror's proposal should be prepared simply and economically, providing a straightforward and concise description of the capabilities to satisfy the requirements of the RFP. The Offeror should provide all the information that it considers pertinent to its qualifications for the project and which responds to the scope of services and criteria listed herein. Emphasis should be placed on completeness and clarity of content. To assist in the evaluation process, Offerors shall consider font size to be no smaller than 10, and each section shall be properly identified by the titles provided below.

The proposal must contain no more than seventy-five (75) individual pages. All pages in the proposal (i.e. including covers, section dividers, table of contents, executive summary, etc.) will be counted as part of the page count.

The written narrative statement shall include the following:

TAB 1 Executive Summary	A. Executive Summary Provide a concise description of all work experiences as they relate to the scope of work, including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your firm is authorized to transact business in the Commonwealth of Virginia.
TAB 2 Experience	• Offeror's Experience and History. • Project Team and Organization Chart Describe the qualifications and skills of the organization and project team to provide the services, including but not limited to: offeror's qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services, indicate services to be subcontracted and subcontractor(s) to provide said services.

TAB 3 Scope of Services	• Understanding and Approach to the Scope of Services Provide a detailed description of the services to be provided under this contract, including but not limited to: overview of the offeror's understanding of the statement of needs and services to be provided, provide best practice approaches to the Town that will enhance efficiency and effectiveness, address each of the specific requirements set forth in Section 6 Scope of Services in order to demonstrate how the proposed solution will meet the specifications requested, and a statement explaining why the offeror's proposed solution would be the most advantageous to the Town.
TAB 4 Price Proposal	• Price Proposal Form Offeror must provide proposed fee structure for the Town in the format outlined on the Price Proposal Form (Appendix B). Price proposal shall include all the deliverables outlined in Section 6 - Scope of Services. Proposed prices must include all labor, supervision, tools, equipment, transportation (including fuel, tolls, etc.), permit and licenses, and management to perform the services as stated herein.
TAB Proposal Forms	A. Appendix AVendor Information 1. Vendor Information Form 2. Attachment A - References 3. Attachment B - Proprietary Information Identification 4. Attachment C - Exception to RFP 5. Attachment D - BPOL License 6. Attachment E - Contractor Certification Form 7. Attachment F - State Corporation Commission Form

8. Proposal Evaluation

The Town will select the proposal that is responsive and the most advantageous to the Town as determined by the Town. The Town intends to award a contract, subject to the terms of this RFP, to the Offeror that offers the best overall value. An evaluation committee will independently review, evaluate and rank each proposal received using the following criteria:

First Impression Score - 5-point scale:

0 = The proposal fails to address the criterion or cannot be assessed due to missing or incomplete information.

1 = Poor. The criterion is inadequately addressed, or there are serious inherent weaknesses.

2 = Fair. The proposal broadly addresses the criterion, but there are significant weaknesses.

3 = Good. The proposal addresses the criterion well, but a number of shortcomings are present.

4 = Very Good. The proposal addresses the criterion very well, but a small number of shortcomings are present.

5 = Excellent. The proposal successfully addresses all relevant aspects of the criterion. Any shortcomings are minor.

Numbers:

Maximum Score for any Criteria is 5.0.

Scores are entered in whole or half numbers.

Determine weighted score by multiplying Weight time Score.

Maximum Total Weighted Score is 100.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Completeness and Quality of the Proposal** A. Offeror's compliance with the RFP requirements and conditions. Overall Completeness and Quality of the Proposal	0-5 Points	20 *(28.6% of Total)*

2.	**Previous experience with similar organizations Qualification and Understanding and Approach to the Scope of Services** A. Experience of the firm with projects similar to the town (TAB 2) B. The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP. (TAB 3)	0-5 Points	30 *(42.9% of Total)*
3.	**Cost - Price Proposal** A. Price Proposal Appendix B form (TAB 4)	0-5 Points	20 *(28.6% of Total)*

9. Contract Award

NON-PROFESSIONAL SERVICES NEGOTIATION PROCEDURE:

A. The Town of Herndon Evaluation Committee may engage in individual discussions with two (2) or more of the Offerors deemed fully qualified by the Evaluation Committee. Repetitive informal interviews shall be permissible.

B. The Evaluation Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposal. This committee will score the proposals based on the criteria listed in Section 9 - Proposal Evaluation.

C. Should the town determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that sole offeror.

D. The Evaluation Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the offeror to perform the work. The Evaluation Committee and/or its representative(s) reserve the right to inspect the Offeror's physical premises prior to award to satisfy questions regarding the Offeror's capabilities.

E. Contract award for services specified in this RFP are non-exclusive and does not preclude the Town from awarding other contracts or issuing orders with other firms for similar services. The Town also reserves the right to add other Town facilities to the awarded contract.

10. Contract Term

The resulting contract will cover a period of one (1) year from the date of award. At the sole discretion of the Town of Herndon, and upon mutual written agreement with the Contractor, this contract can be renewed for an additional four (4) years, in one (1) year increments, at the expiration of its terms by mutual written agreement of the Contractor and the Town of Herndon. The Contract Administrator will recommend to the Purchasing Agent, in writing, any intentions to extend the contract approximately 90 days prior to the expiration date. If the Town elects to exercise the option to extend the contract for an additional one-year period, the contract price for the additional one year shall not exceed the contract price of the original contract by more than the percentage annual increase/decrease of the labor category of the Consumer Price Index - All Urban Consumers other goods and services section (CUURS35ASAG) of the United States Bureau of Labor Statistics for the last twelve months for that statistics are available.

The Town will not authorize any price increases for 365 calendar days after the effective date of the initial contract. The Town will permit price escalation only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and the Contractor shall immediately convey them to the Town. The Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes become effective only at the beginning of the calendar month following the end of the full 30-day notification period. Subsequent contract renewals, if applicable, are subject to the same criteria with the previous year contract forming the basis for the percentage annual increase/decrease.

11. Vendor Questionnaire

11.1. Have all Specifications included in this Request for Proposal been met?*

☐ Yes

☐ No

*Response required

When equals "No"

*11.1.1. If no, please list all exceptions in detail.**

*Response required

11.2. Contact Information*

Please provide the following information:

Person to contact regarding this bid

Title

Phone number

Email address

Name of the person authorized to bind the Firm

Name of the Company

Address

*Response required

11.3. Certification Regarding Debarment*

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, town, city, or county from submitting proposals for such work nor are they an agent of any person or entity that is now debarred.

☐ Please confirm

*Response required

11.4. SWaM Status*

A certified SWaM Business is one that holds a current certification from the Virginia Department of Small Business and Supplier Diversity (SBSD), the U.S. Small Business Association (SBA), the Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC) or from other U.S. State and some local government supplier diversity program.

Is your company a certified Small, Woman or Minority Owned (SWaM) Business or Disadvantaged Business Enterprise?

☐ Yes

☐ No

*Response required

When equals "Yes"

11.4.1. What is your company's certification type?

Select all that apply

Select all that apply

☐ Small Business
☐ Woman-Owned Business
☐ Minority-Owned Business
☐ Service-Disabled Veteran (SDV)
☐ Disadvantaged Business Enterprise (DBE)

When equals "Yes"

*11.4.2. Certification Information**

If applicable, please provide the Certification Entity/Agency and the Certification Number(s)

*Response required

11.5. Indicate the length of time you have been in business providing this type of service and/or product. years, months*

_____Years, _____ Months

*Response required

11.6. Offeror's Proposal*

Please upload your proposal here.

*Response required

11.7. Does your proposal have proprietary information? *

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable

☐ Yes

☐ No

*Response required

When equals "Yes"

*11.7.1. Upload the redacted copy of your proposal.**

*Response required

11.8. In the space below, enter the name and contact email of the person who has signature authority for the Offeror's company, and is hereby agreeing to the statement above. *

*Response required

11.9. Authorization*

In accordance with the terms, conditions and specifications of this Request for Proposal, the authorized person(s) agrees to furnish the items and/or services requested. The authorized person(s) acknowledges that their proposal is valid for a period of 120 days from the due date and certifies they have read, understand, and agrees to all terms and conditions and requirements of this Request for Proposal, and is authorized to contract on behalf of the firm submitting the response.

☐ Please confirm

*Response required

12. General Terms & Conditions

Vendor: The general rules and conditions that follow apply to all purchases and become a definite part of each formal solicitation and resulting Contract award issued by the Town of Herndon, unless otherwise specified. Bidders, Offerors, Contractors, Vendors or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, scope of work or specifications before submitting bids or proposals; failure to do so is, solely, at the Bidder's, Offeror's, Contractor's or Vendor's own risk and relief cannot be secured on the plea of error.

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids or proposals on all solicitations issued by Town of Herndon will bind Bidders or Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

12.1. AUTHORITY

The Procurement Official has the sole responsibility and authority for negotiating, placing and when necessary, modifying every solicitation, Contract and purchase order (except for capital construction projects) issued by the Town. In the discharge of these responsibilities, the Procurement Official may be assisted by assigned buyers. Unless specifically delegated by the Procurement Official, no other Town officer or employee is authorized to order supplies or services, enter into purchase negotiations or Contracts, or in any way obligate the government of the Town for indebtedness. Any purchase ordered, or Contract made which is contrary to these provisions and authorities shall be of no effect and void and the Town shall not be bound thereby.

12.2. DEFINITIONS

A. AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the Town.

B. BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

C. BID: The offer of a Bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

D. BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Procurement Official and offering to enter into Contracts with the Town. The term "Bidder" will be used throughout this document and shall be construed to mean "Offeror" where appropriate.

E. CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the Town.

F. GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

G. INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

H. INVITATION FOR BID (IFB): A request which is made to prospective suppliers (Bidders) for their quotation on goods or services desired by the Town. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

I. PROFESSIONAL: Any type of professional service which is either: 1) performed by an independent Contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation and in conformance with the Purchasing Regulations, required but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of professional service required and at fair and reasonable compensation rather than by competitive sealed bidding.

J. PROCUREMENT OFFICIAL: The Procurement Official employed by the Town Council of the Town of Herndon.

K. REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective Offerors that will indicate the general terms which are sought to be procured from the Offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

L. RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the Contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required.

M. RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

N. SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

O. SOLICITATION: The process of notifying prospective Bidders or Offerors that the Town wishes to receive bids or proposals on a set of requirements to provide goods or services. The notification of the Town requirements may consist of public advertising (newspaper, Town Web Site, or other

electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP) or telephone calls to prospective Bidders or Offerors.

P. STATE: Commonwealth of Virginia.

12.3. CLARIFICATION OF TERMS

If any prospective Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact, **in writing**, the Purchasing Agent NO LATER THAN TEN (10) WORKING DAYS BEFORE due date. Revisions to the solicitation are made only by addendum issued by the Purchasing Office. Questions shall be answered in writing via addendum and shall be posted on the Commonwealth of Virginia's Procurement Website (eVA), and on the Town of Herndon's website.

12.4. PROPOSAL FORMS

Unless otherwise specified in the solicitation, all proposals submitted shall include Attachments Appendix A and Appendix B, properly signed in ink in the proper spaces and submitted through this website.

12.5. ERRORS IN PROPOSALS

When an error is made in extending total prices, the unit price will govern. Erasures in proposals must be initialed by the Offeror. Carelessness in quoting prices or in preparation of a proposal otherwise, will not relieve the Offeror. Offerors are cautioned to recheck their proposals for possible errors. Errors discovered after public opening cannot be corrected and the Offeror will be required to perform if his or her proposal is accepted.

12.6. COMPLETENESS

To be responsive, a proposal must include all information required by the solicitation.

12.7. ACCEPTANCE OF PROPOSALS

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

12.8. PROPOSALS FOR ALL OR PART

Unless otherwise specified by the Procurement Official or by the Offeror, the Procurement Official reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the Town. An Offeror may restrict his or her proposal to consideration in the aggregate by so stating but shall name a single unit price on each item proposed. Any proposal in which the Offeror names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12.9. PROPOSAL OPENING

In case of proposals received in response to a Request for Proposals, public openings are not required, if a public opening is held, only the names of the Offerors are read aloud.

12.10. OMISSIONS & DISCREPANCIES

Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should an Offeror find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Procurement Official at least ten (10) days prior to the date set for the opening of proposals. If necessary, the Procurement Official will post a written addendum for clarification to all Offerors no later than three (3) days before the date set for opening of proposals. Notifications regarding specifications will not be considered if received within ten (10) days of the date set for opening of proposals

12.11. OFFEROR INTERESTED IN MORE THAN ONE PROPOSAL

The Procurement Officer or designee will reject multiple proposals, if more than one proposal is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons. A party who has quoted prices on work, materials, or supplies to an Offeror is not thereby disqualified from quoting prices to other Offerors or firms submitting a proposal directly for the work, materials or supplies.

12.12. TAX EXEMPTION

The Town of Herndon is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption. The Purchasing Office will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.

12.13. PROHIBITION AGAINST UNIFORM PRICING

The Procurement Official shall encourage open and competitive proposals by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive negotiation, or open market methods of procurement. In submitting a proposal each Offeror shall, by virtue of submitting a proposal, guarantee that he or she has not been a party with other Offerors to an agreement to propose a fixed or uniform price. Violation of this implied guarantee shall render void the proposals of participating Offerors. Any disclosure to or acquisition by a competitive Offeror, in advance of the opening of the proposals, of the terms or conditions of the proposal submitted by another competitor may render the entire proceedings void and may require re-advertising for proposals.

12.14. DEBARMENT STATUS

By participating in this procurement, the offeror certifies that they are not currently debarred by the Commonwealth of Virginia or the Town of Herndon from submitting a response for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or the Town of Herndon.

12.15. NO CONTACT POLICY

No Offeror shall initiate or otherwise have contact related to the solicitation with any Town representative or employee, other than the Purchasing Department, after the date and time established for receipt of proposals. Any contact initiated by an Offeror with any Town representative, other than the Purchasing Department, concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.

12.16. ETHICS IN PUBLIC CONTRACTING

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

12.17. CRIMINAL SANCTIONS

The provisions referenced in Ethics in Public Contracting supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interest Act (§ 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), and Articles 2 (§ 18.2-438 et seq.) and 3 (§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the facts that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

12.18. INSURANCE

Whenever any work and/or services are provided, either in or on Town owned property, the following shall apply:

A. The Contractor shall provide the Procurement Official with a Commonwealth of Virginia Certificate of Insurance PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. The minimum limits of liability shall be:

   1. Workers' Compensation--Standard Virginia Workers' Compensation Policy.

   2. Broad Form Comprehensive General Liability--$2,000,000 per occurrence coverage to include: Premises - Operations; Products/Completed Operations; Contractual; Independent Contractors; Owners and Contractors Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.);

   3. Automotive Liability--$1,000,000.00 per occurrence.

B. The Town reserves the right to require higher limits on any Contracts provided notice of such requirement is stated in the solicitation. The Town is to be named as an additional or co-insured. A thirty- (30) day written notice of cancellation or non-renewal shall be furnished by certified mail to the Procurement Official at the address indicated on the solicitation.

C. Contractor's signature of the solicitation constitutes his/her certification that, if awarded the Contract, he/she shall obtain the required coverage as specified above and proof of coverage as contained herein shall be submitted within ten (10) calendar days after notice of award. The Contractor's signature also signifies that this coverage shall be maintained for the duration of the Contract. "Claims made" policies must be in force or that coverage purchased for three (3) years after Contract completion date.

12.19. BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the request for proposal, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Town in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

12.20. FORMAL SPECIFICATIONS

When a solicitation contains a specification which states no substitutes, no deviation there from, is permitted and the Offeror is required to furnish articles in conformity with that specification. The Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship is in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., is construed as to the minimum requirements of these specifications.

12.21. CONDITION OF ITEMS

All items offered shall be new, current model year, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in solicitation. The Town does not recognize verbal agreements in support of this requirement.

12.22. QUESTIONS CONCERNING SPECIFICATIONS

Any information relative to interpretation of specifications and drawings shall be requested of the Procurement Official, in writing, in ample time before the opening of proposals. Inquiries, if received by the Procurement Official within ten (10) days of the date set for the opening of proposals, are not given any consideration. Any material interpretation of a specification, as determined by the Procurement Official, will be expressed in the form of an addendum to the specification which will be posted for all prospective Offerors to review no later than three (3) days before the date set for receipt of proposals. Oral answers will not be provided.

12.23. AWARD OR REJECTION OF PROPOSALS

The Procurement Official shall award the Contract to the responsive and responsible Offeror selected by an evaluation committee complying with all provisions of the RFP, provided the proposal pricing is reasonable and it is in the best interest of the Town to accept it. The Procurement Official reserves the right to award a Contract by individual items, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the Town. Award may be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the Town.

12.24. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS

All award notices are issued by the Town to the successful Offeror. Procurement opportunities, addendums, and award notices are posted on the Town of Herndon's Procurement webpage and on the Commonwealth of Virginia's Procurement Webpage (eVA).

The following documents that are included in the solicitation are incorporated by reference in the resulting Contract and become a part of said Contract:

a. Solicitation which may be incorporated by reference, if applicable,

b. Proposal Price Form,

e. Any addenda/amendments/Memoranda of Negotiations

12.25. PROTEST OF AWARD OR DECISION TO AWARD

a. Any Bidder or Offeror may protest the award or decision to award a Contract by submitting a protest in writing to the Procurement Official, or an official designated by the Town, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential Bidder or Offeror on a Contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such Contract shall submit such protest in the same manner no later than ten (10) days after posting or publication of the notice of such Contract. However, if the protest of any actual or potential Bidder or Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such Bidder or Offeror or at such later time. No protest shall lie for a claim that the selected Bidder or Offeror is not a responsible Bidder or Offeror. The written protest shall include the basis for the protest and the relief sought. The Procurement Official shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the Bidder or Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Procurement Official shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by the Town. Where the award has been made and performance has begun, the Procurement Official may declare the Contract void upon a finding that this action is in the best interest of the Town. Where a Contract is declared void,

the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

c. Pending final determination of a protest or appeal, the validity of a Contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

d. An award need not be delayed for the period allowed a Bidder or Offeror to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

12.26. LEGAL ACTION

No Bidder, Offeror, potential Bidder or Offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

12.27. CONTRACTUAL DISPUTES

Contractual claims, whether for money or other relief, shall be submitted to the Procurement Official in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file a claim for compensation above that required by the contract shall be given at the time of occurrence or beginning of work upon which the claim is based. If such notice is not given, any claim for additional compensation or time extension arising from or related to such occurrence or work shall conclusively be deemed waived. The Contractor shall continue performance during the pendency of any claim or dispute and following any decision thereon. The Procurement Official shall render a final decision on any such claim within sixty (60) days of its submission or within one hundred twenty (120) days after final payment, whichever is later. Failure by the Procurement Official to render a decision shall be deemed a denial of the claim as of the latest date a response was required.

12.28. TERMINATION OF CONTRACTS

Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements, or upon termination by the Town for Convenience or Cause.

b. Extended upon written authorization of the Procurement Official and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

12.29. TERMINATION FOR CONVENIENCE

A Contract may be terminated in whole or in part by the Town in accordance with this clause whenever the Procurement Official shall determine that such a termination is in the best interest of the Town. Any such termination shall be affected by delivery to the Contractor at least thirty (30) days prior to the

termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the Contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

12.30. TERMINATION OF CONTRACT FOR CAUSE

a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Town shall thereupon have the right to terminate, specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the Town, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

b. Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of Contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the Town from the Contractor is determined.

12.31. TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Town shall cancel the Contract and, to the extent permitted by law, the Town shall reimburse the Contractor for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

12.32. CONTRACT ALTERATIONS

No alterations in the terms of a Contract shall be valid or binding upon the Town unless made in writing and signed by the Procurement Official or his or her authorized agent.

12.33. MODIFICATION OF CONTRACT

the Procurement Official may upon agreement with the Contractor, issue a written modification to the Contract within the general scope thereof, during performance. However, no fixed-price Contract may be increased over the life of the Contract by amounts totaling more than twenty five percent (25%) of the amount of the Contract or fifty thousand dollars ($50,000) whichever is greater without the advance written approval of the Town Council. In no event may an increase in the amount of any contract occur for any purpose without adequate consideration. Relief of an Offeror from the consequences of an error in its pricing is prohibited without adequate consideration. Should it become proper or necessary in the execution of this Contract to make any change in design or to make any alterations that will increase the expense, the Procurement Official shall determine an equitable adjustment. The Town will make no payment to the Contractor for any extra material or services, or of any greater amount of money than stipulated as compensation in the Contract, unless some changes in or additions to the Contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by Contract amendment or otherwise furnished by the Procurement Official.

12.34. CHANGES, ADDITIONS, DELETIONS

No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges, or price will be permitted without the prior written approval from the Purchasing Office of the Town of Herndon. The Town reserves the right to add similar items/services or delete items/services specified in the resultant Contract as requirements change during the period of the Contract. The Town and the Contractor mutually agree to prices for items/services to be added to the Contract. Contract amendments will be issued for all additions or deletions.

12.35. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The Town does not guarantee any minimum or maximum quantities. Quantities as specified are approximate and are prepared for the solicitation. The exact quantities are as stated at time of order placement.

12.36. PRICING ERRORS

In case of an error in price extension, the firm fixed unit price shall govern.

12.37. SUBSTITUTIONS

Substitutions are **not** permitted without **prior written approval** from the Town of Herndon Purchasing Office

12.38. SAMPLES

Samples if required, must be furnished free of expense to the Town of Herndon on or before date specified; if not destroyed in examination, they will be returned to Offeror, if requested, at his expense. Each sample must be marked with Offeror's name and address, Town's request number and opening date.

12.39. NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Procurement Official's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Procurement Official may, at his or her discretion, cancel the Contract.

12.40. TOWN RIGHTS

The Town reserves the right to accept or reject all or any part of proposals, waive minor technicalities/informalities and award the contract to the offeror with the highest total number of factor points or most qualified and best suited Offeror to best serve the interest of the Town.

12.41. ANTI-TRUST

By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Town of Herndon all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Herndon under said contract.

12.42. CONTRACT DOCUMENTS

The Contract entered into by the parties shall consist of those documents as listed on the cover sheet of this document. This includes all addendums and contract modifications.

12.43. GUARANTEES & WARRANTIES

The Contractor shall furnish all required guarantees and warranties and shall deliver them to the Procurement Official and Contract Administrator before final payment on the Contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

12.44. COPYRIGHT

No vendor may copyright any work produced by/for the Town without the Town's written consent.

12.45. INDEMNIFICATION AND HOLD HARMLESS

In addition to any other obligations of the Contractor under the Contract or otherwise, the Contractor shall indemnify and hold harmless the Town of Herndon, its officers, directors, members, partners, employees, agents, consultants and subcontractors from and against all claims, costs, losses, damages, and judgments (including, as permitted by law, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to or resulting from the performance or furnishing of the work of the Contract, provided that any such claim, action, loss, cost, judgment, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to, damage to or destruction of tangible property (other than the work of the Contract itself) including the loss of use resulting therefrom to the extent caused by any negligent acts, errors or omissions, recklessness or intentionally wrongful conduct in performance of the contract of the Contractor or any individual or entity directly or indirectly employed by any of them to perform any of the work of the Contract or anyone for whose acts any of them may be liable.

12.46. OFFICIALS NOT TO BENEFIT

a. Each Offeror shall certify, upon signing their proposal, that to the best of his or her knowledge, no Town official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph a has been or will be received in connection with a proposal or Contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the Town Executive, as a prerequisite to payment pursuant to the Contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

c. In the event the Offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at time of award of Contract and becomes known after inception of a Contract, the Offeror shall address the disclosure of such facts to the Town.

12.47. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the Town shall have the right to terminate or suspend this Contract without liability to the Town or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12.48. PLACING OF ORDERS

Orders against Contracts will be placed with the Contractor on a Purchase Order executed and released by the Procurement Official or his or her designee. The Purchase Order must bear the appropriate Contract number and date. Where Blanket Purchase Orders (BPOs) have been executed and a Blanket Purchase Order has been released by the Procurement Official, telephonic orders may be placed directly with the Contractor by authorized personnel in the Town.

12.49. COMPLIANCE

Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Official when not in conflict with the proposal. The decision of the Procurement Official as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods/services by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Official, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Town, there shall be added to the time of completion a time equal to the period of such delay caused by the Town. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension.

12.50. REPLACEMENT

Materials or components that have been rejected by the Procurement Official, in accordance with the terms of a Contract, shall be replaced by the Contractor at no cost to the Town.

12.51. METHOD OF PAYMENT

For all transactions not made through a Town authorized credit card (purchase-card, p-card), the Town will provide an authorized purchase order. Upon satisfactory delivery of the merchandise and/or satisfactory completion of the services, the Contractor shall submit all invoices and statements with the referenced/associated purchase order number included to:

TOWN OF HERNDON

ACCOUNTS PAYABLE

777 LYNN STREET

HERNDON, VA 20170-4602

Or send electronically to: **accounts.payable@herndon-va.gov**

The prices and payments shall serve as full compensation for the labor, tools, equipment, transportation, overhead and all other incidentals necessary to complete the specified terms and conditions.

12.52. PAYMENT TERMS

Unless otherwise provided in the solicitation, payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.

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

B. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

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

12.53. PAYMENT TO SUBCONTRACTORS

A Contractor awarded a Contract under this solicitation is hereby obligated:

A. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; (or)

B. To notify the Town and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in b above. The date of mailing of any payment by U.S. mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town.

C. The Contractor shall bill all goods or services provided under this contract or purchase order at the contract price, regardless of which Town Department is being billed.

D. Unreasonable Charges. It may become difficult to determine final job costs, accurately, at the time orders are placed under certain emergency procurements and for most time and material purchases. In such cases, contractors are placed on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. The Town will research and challenge charges that appear as unreasonable and will hold that portion of the invoice in

abeyance until a settlement is reached. Upon determining that invoiced charges are not reasonable, the Town shall promptly notify the contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement is not reached within thirty (30) days of notification. The provisions of this section do not relieve the Town of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

12.54. PAYMENT

Payment shall be made after satisfactory performance of the Contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. The Town reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto.

12.55. PARTIAL PAYMENTS

Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of Contract.

12.56. PROMPT PAYMENT DISCOUNT

a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a proposal for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.

b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when or, from date correct invoice or voucher is received in the office specified by the Town, if the latter is later than the date of acceptance. In the event the Offeror does not indicate a prompt payment discount, it shall be construed to mean NET 45 days. For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the Accounts Payable.

12.57. POINT OF DESTINATION

All materials shipped to the Town must be shipped F.O.B. DESTINATION unless otherwise stated in the Contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

12.58. ADDITIONAL CHARGES

Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the Contract. In such cases, difference between freight or mail and express charges may be added to invoice.

12.59. ANTI-DISCRIMINATION

By submitting their proposals, Offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over $10,000.00 the provision in A and B shall apply:

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

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

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

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

B. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

12.60. APPLICABLE LAWS AND COURTS

Any Town contract is governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall be responsible for compliance with all the laws of the Commonwealth of Virginia, all ordinances and regulations of the Town of Herndon and such other standards, codes, and regulations having application to the work involved. The Contractor shall be responsible for securing all approvals and permits including occupancy and paying all charges bearing on the design and construction of a project. All permits shall be filed in the name of the Town of Herndon and shall be coordinated through the Director of Public Works.

12.61. DEFAULT

In case of failure to deliver goods and/or services in accordance with the contract terms and conditions, the Town of Herndon, after due written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy is in addition to any other remedies which the Town of Herndon may have.

12.62. ASSIGNMENT OF CONTRACT

Neither party shall assign contract without the **prior written** consent of the other party, nor shall any contract be entered into or assigned to any party that is debarred from doing business with or in the Commonwealth of Virginia.

12.63. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so, required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. **See Virginia State Corporate Commission website to register**

12.64. PRECEDENCE OF TERMS

The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12.65. QUALIFICATIONS OF (BIDDERS/OFFERORS)

The Town of Herndon may make such reasonable investigations as deemed proper and necessary to determine the ability of the (Bidders/Offerors) to perform the services/furnish the goods and the (Bidder/Offeror) shall furnish to the Town all such information and data for this purpose as is requested. The Town reserves the right to inspect (Bidder's/Offeror's) physical facilities prior to award to satisfy questions regarding the (Bidder's/Offeror's) capabilities. The Town further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (Bidder/Offeror) fails to satisfy the Town that such (Bidder/Offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

12.66. DEFINITE PROPOSAL QUANTITIES

Where definite quantities are specifically stated, acceptance will bind the Town to order quantities specified and to pay for, at Contract prices, all such supplies or services delivered that meet specifications

and conditions of the Contract. However, the Town will not be required to accept delivery of any balances unordered, as of the Contract expiration date, unless the Contractor furnished the Procurement Official with a statement of unordered balances not later than ten (10) days after the termination date of the Contract.

12.67. REQUIREMENT PROPOSAL QUANTITIES

On "Requirement" proposals, acceptance will bind the Town to pay for, at unit proposal prices, only quantities ordered and delivered. Where the Town specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

12.68. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Town shall is bound hereunder only to the extent of the funds available or that may hereafter become available for the purpose of this agreement.

12.69. GUARANTEE OF WORK

Notwithstanding any other provisions of this contract, the Town of Herndon does not guarantee or make any assurance that any services/work or any particular volume of services/work will be ordered from the Contractor/s under this contract.

12.70. PROPOSAL PRICE CURRENCY

Unless stated otherwise in the solicitation, Offerors shall state bid/offer prices in U.S. dollars.

12.71. DRUG-FREE WORKPLACE

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

12.72. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the Town of Herndon, the Contractor certifies that it does not and will not during the performance of this Contract violate (i) the provisions of the Federal Immigration Reform and Control Act of 1986, as amended and §40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens and (ii) the provisions of Federal and State employment and wage hour laws. The Contractor shall include and enforce the language in the last sentence in every subcontract issued under this Contract and shall require the subcontractor to do the same.

12.73. VIRGINIA FREEDOM OF INFORMATION ACT

All proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

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

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

C. Trade secrets or proprietary information.

D. submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the Bidder or Offeror will submit proprietary information under separate cover. Offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the Contract and are of a "Material" nature. The Town reserves the right to submit such information to its Town Attorney for concurrence of the Offeror's claim that it is in fact proprietary. References may be made within the body of the proposal to the proprietary information; however, all information contained within the body of the proposal shall be "public information" in accordance with State statutes.

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

12.74. INELIGIBILITY

A. Any person or firm suspended or debarred from participation in Town procurement shall be notified in writing by the Procurement Official.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

B. The Procurement Official shall have the authority to suspend or debar a person or firm from bidding/proposing on any Contract for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private Contract or subcontract, or in the performance of such Contract or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Town Contractor;

3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

C. Violation of Contract provisions, as set forth below, of a character which is regarded by the Procurement Official to be so serious as to justify suspension or debarment action:

1. Failure without good cause to perform in accordance with the specifications or within the time limit provided in the Contract; or

2. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more Contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;

D. Any other cause the Procurement Official determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

E. The Contractor has abandoned performance or been terminated for default on any other the Town project.

12.75. SUBCONTRACTS

If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. Upon contract award, the prime contractor agrees to make maximum effort to provide the names addresses of each subcontractor, that subcontractor's status as

defined by the Town of Herndon as a small, minority-owned, and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided.

The Contractor shall not subcontract any portion of the work without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements.

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, proposals on all solicitations issued by Town of Herndon will bind Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

12.76. AUDIT

The Contractor shall retain all books, records and other documents relative to this Contract for five (5) years after final payment, or until audited of Town, whichever is sooner. The Town shall have full access to and the right to examine any of said materials during said period.

12.77. CONFIDENTIALITY

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the Town. Therefore, except as required by law, the Contractor agrees that its employees will not:

A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.

B. Access or attempt to access information beyond their stated authorization.

C. Disclose to any other person or allow any other person access to any information related to the Town or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data.

The Contractor understands that the Town, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the Town may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Procurement Official’s written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Town as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

12.78. CONTINUITY OF SERVICES

A. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

   1. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;

   2. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

   3. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

B. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

12.79. PROPRIETARY INFORMATION

Offerors are advised that Chapter 43 of Title 2.2 (specifically Section 2.2-4342) of the Code of Virginia shall govern public inspection of all records submitted by the Offeror. Furthermore, an Offeror will submit proprietary information under separate cover. The Town reserves the right to submit such information to its Town Attorney for concurrence of the Offeror's claim that it is in fact proprietary. References may be made within the body of the proposal to the proprietary information; however, all information contained within the body of the proposal shall be "public information" in accordance with State statutes.

12.80. LICENSE REQUIREMENT

A. The Town requires that all firms doing business in the Town have a license in accordance with the Town's "Business, Professional and Occupational Licensing" (BPOL) Tax Ordinance. **A BPOL license is not required to submit a proposal for this effort but will be required prior to award of the contract**. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Direct all questions concerning the BPOL tax to the Finance Department, Revenue Office, telephone number (703) 435-6813.

B. The signature on this solicitation certifies that the Contractor is properly licensed for providing the goods/services specified or will have the proper license prior to the awarding of the contract.

C. All Contractors doing business in the Town are required to possess a valid Virginia Contractor's License as applicable.

12.81. TESTING, INSPECTION AND ACCEPTANCE

The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the Contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

12.82. USE OF PREMISES AND REMOVAL OF DEBRIS

A. The Contractor shall:

1. Perform their contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;

2. Store their apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of their work or the work of any other contractor; and

3. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

B. The Contractor expressly undertakes, either directly or through his subcontractor(s), to affect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The Contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.

C. The Contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

12.83. VENUE

This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this

contract or any performance hereunder, shall be brought in the Commonwealth Courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.