

**COUNTY OF YORK, VIRGINIA**  
**REQUEST FOR PROPOSALS**  
**RFP**

Issue Date: September 21, 2016

RFP #: 2012

Title: DIGITAL VIDEO SURVEILLANCE SYSTEM FOR YORK-POQUOSON COURTHOUSE

Classification Code: 84084

Issuing Agency: County of York, Virginia  
Central Purchasing  
120 Alexander Hamilton Blvd.  
P.O. Box 532  
Yorktown, Virginia 23690

Using Agency And/Or Location  
Where Work Will Be Performed: E911 Communications  
301A Goodwin Neck Road  
Yorktown, Virginia 23692

Sealed Proposals Will Be Received Until 5:00 p.m. on October 14, 2016 At Which Time They Shall Be Opened In Public.

All Inquiries For Information Should Be Directed To: T. W. Sawyer, Purchasing Agent, Telephone: (757) 890-3680.

---

**SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.**

---

In Compliance With This Request For Proposal, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page).

Name and Address of Firm:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Title

Telephone No.: ( ) \_\_\_\_\_

Federal Tax ID# \_\_\_\_\_

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

DCJS Reg. Number: \_\_\_\_\_

1.0 Purpose:

York County is soliciting proposals from qualified vendors to provide and design, furnish, and install a new and unused Digital Video Surveillance System, including panic alarm system, and enhancements to the Public Address (PA) systems in the courtroom to the York-Poquoson Courthouse, 300 Ballard St, Yorktown VA 23690.

A **mandatory** pre-proposal conference will be held at the job site on October 5, 2016 at 9:30 a.m. Immediately following the meeting at the York-Poquoson Courthouse, a second meeting will be conducted at the E911 Communication Center, 301 Goodwin Neck Road, Yorktown, VA to view where additional system-display panels will be installed. Attendance is **mandatory** in order to allow contractors to visit the site, and review the existing system in order to determine the number of cameras, space, equipment location, and arrangement of the system that will meet the County's needs as described in this Request For Proposals.

2.0 SCOPE OF WORK:

The Successful Offeror shall provide all personnel, supervision, labor, equipment, coordination and any peripheral supplies necessary to design, furnish, and install and test the desired camera system, DVR recording system(s) and panic alarm devices, and PA systems according to the terms and conditions of this Request For Proposals. Work shall include complete delivery of necessary hardware, software, devices and equipment, testing and staff training required for successful implementation of the Surveillance System as outlined herein.

**A.** System Description: The equipment shall be designed for a camera system and recordation application with security and seamless integration with the existing system in mind. All camera and related system equipment shall be of a new and unused condition. Installation of camera systems and peripherals shall meet the requirements specified herein. System components must be standard models in regular production.

**B.** The camera(s), recording system(s) and panic alarms shall be capable of integrating fully into the existing system currently in use at the Courthouse. Panic alarm buttons should transmit directly to the operations center in the Courthouse and the 9-1-1 Center. The alarm should note which office location the "alarm" originated from. Capacity of the recording function should be at minimum, 15 days, with the ability to mark a time period for preservation to prohibit overwriting. Camera image should be of such quality that imaging is clear and concise and readily identifiable. All access points monitored and controlled within the system shall pass to the control center in the Courthouse and must be IP addressable for viewing over the County Intranet system.

**C.** The Contractor shall conduct an acceptance test of the installed equipment by a factory trained representative of the company, and supply training to Owner's personnel in the operation of the system, in the presence of and to the satisfaction of the Owner's representative. Operation and maintenance manuals shall be provided to the owner prior to final acceptance of system.

## 2.1 MINIMUM SYSTEM REQUIREMENTS

The minimum requirements for the Camera/DVR/ Alarm System are outlined below.

### 2.1.1 System:

1. The system shall be constructed of new materials with sturdy outer housing that protects against shock, vibration, moisture and dust with built in multiplexer, with multiple video channels and audio channels
2. The proposed system must be a digital system that records to a digital voice recorder. The successful offeror shall warranty the equipment for at least one year from final acceptance. The offeror's warranty will provide for replacement of any failed equipment within two (2) working days. Software upgrades shall be included for at least three (3) years. All systems proposed must be "state of the art" new equipment and upgradeable. Nothing in this scope precludes vendors offering "more" or "newer".
3. System must be able to operate under conditions normally found in inside & outside of buildings.
4. The Digital Video system must provide quality pictures. For security and evidence purposes, images should not "jerk" or waver upon playback.
5. The system must provide both excellent real-time color visual and audio for daylight and night time operations.
6. The system must allow the operator the ability to tag/mark critical images, search, pause/freeze, and download captured events to a PC or DVD, and be able to imprint the data, time, speed, and camera location on the video.
7. The system must be capable of recording real time images and sound at 30 frames per second with a minimum pixel size of 720 x 525 per frame.
8. The system will meet, if not exceed, minimum specifications SAE-J1455 for vibration and shock.
9. The components shall have a battery backed real time clock and battery backed memory to store date, time and programming.
10. The entire system shall be immune from tampering.
11. System to have battery backup time and programmed information to be retained up to 10 years.

### 2.1.2 Cameras:

12. Cameras shall be adjustable on both vertical and horizontal planes, designed to operate in both normal daylight and nighttime lighting conditions. Cameras shall be available in a range of mounts (flush, angled, surface recessed), available in color, black and white, or both, and with a wide range of lens lengths/viewing angles.
13. The cameras must cover front and rear entrances and exits inside the Courthouse, on all floors to include the basement. External views should also be included in the Digital Video System.
14. Cameras shall have viewing windows dual position; anti-glare; scratch resistant; high impact Lexan Mr-10. Cameras shall be equipped with an automatic aperture to provide real time adjustment to suddenly bright or dark images. Infrared lighting shall be installed with the cameras inside and outside to allow ample coverage in darkness.
15. Cameras shall have an electronic iris control with a shutter speed of 100,000 per second or better, in order to have the ability to record an image clear enough to positively identify people entering and exiting the buildings.
16. Offerors are to make camera quantity and location recommendations based on prior experience, industry standards, and building needs and existing configurations.
17. Cameras shall have a built-in, high sensitivity microphone and be protected by a tamper proof, vandal resistant, weather and waterproof enclosure of formal stainless steel, electronically isolated from the camera.

### 2.1.3 Digital Video Recorder:

18. The recording cycle shall be capable of continuous, and motion activated operation, for a minimum period of thirty (30) days.
19. The Digital Recording equipment shall be durable and designed specifically for courthouse and support services buildings. The recorder shall have user friendly programming menus and controls.
20. The recorder shall have the ability to mark an event. When reviewing recordings the operator shall be able to search by event, date or time. A separate incident trigger shall be provided, location and type to be determined by Owner. This will protect the prior five (5) minutes and subsequent ten (10) minutes from being overwritten. The time protected shall be adjustable and user-programmable.

21. The frames per second and compression technique shall be detailed in your proposal. The Courthouse seeks a system that when played back approaches real time viewing without excessive jerkiness. Recording rate and video resolution shall be selectable.
22. The software shall allow for the saving (archiving) of specific events and/or periods of time. The software must support the transfer of data onto additional storage device (CD, or DVD, USB Flash Card, etc.) for long term storage and distribution to other authorities.
23. Date, time and camera location shall appear on recorded images.

### 3.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

Proposals should contain the following information:

- 3.1 Each Offeror shall submit their proposal with a full description of the products offered with sufficient information to enable the Owner to determine that the equipment offered meets the specifications/minimum requirements contained in the RFP and shall include correct product literature and detailed specifications.
- 3.2 Full information of the warranty for the Digital Video System offered in the proposal.
- 3.3 Complete description of system operations training and standard system maintenance training to be offered to staff after system installation. Each Offeror shall include a minimum number of hours required to properly train personnel in system operation, programming, trouble shooting, and servicing and maintenance of the system equipment.
- 3.4 Each Offeror shall submit the following information: Signed RFP Cover Sheet with acknowledgement of Addenda; Name of Contact(s)- (Address, Tel/FAX) and location of each offeror's nearest repair or maintenance facility for the product offered; and sample User Manual.
- 3.5 Each Offeror must have at least five (5) years experience in furnishing and installing the product(s) described in the Request For Proposal and have the capability to provide maintenance for those products.
- 3.6 Provide legible copies of all current applicable licenses and certifications.
- 3.7 Provide at least three current references for contracts of similar type and complexity, and a brief summary of the work performed including firm name, point of contact, address, telephone/FAX and/or e-mail address.

3.8 One Original and three (3) copies of each competitive sealed proposal must be submitted to the York County Purchasing Office, 120 Alexander Hamilton Blvd, Yorktown VA 23690 prior to 2:00 p.m., local prevailing time on (Date). Sealed proposals received after the date and time prescribed shall not be considered for contract award and shall be returned unopened, to the Offeror.

#### 4.0 EVALUATION AND AWARD CRITERIA

Proposals will be evaluated using the following criteria.

1. Qualification and experience with similar projects for both the firm and individual maintenance and/or service personnel (15%)
2. Contractor's Capability-Evidence that the offeror has the resources, equipment, facilities and personnel to provide high quality, timely services as needed for all parts of this job. (20%)
3. Project Methodology- the quality of the conceptual design and proposed equipment provides for long term reliability, serviceability and successful system application. (30%)
4. Cost of System and proposed delivery/installation schedule. (35%)

References may be contacted as part of the evaluation process.

This solicitation is a sealed Request for Proposals. Proposals shall be evaluated by Purchasing staff and representatives of County departments that will utilize this system. Selection shall be made of the offeror(s) deemed to be most fully qualified and best suited among those submitting proposals, on the basis of the Evaluation Criteria listed above. Negotiations may be conducted with the selected offeror(s) and an award shall be made to the offeror(s) that has made the best proposal.

#### 5.0 SPECIAL TERMS AND CONDITIONS:

5.1 PRECEDENCE IN TERMS: In the event of a conflict, the Special Terms & Conditions shall take precedence.

5.2 CERTIFICATION: Contractor shall certify that all components of the equipment are in satisfactory working order prior to shipment.

5.3 TRAINING: Contractor will provide training on system. System shall be operational and tested by installer upon completion before final acceptance of Owner.

- 5.4 **DELIVERY**: Delivery shall be FOB Destination, York-Poquoson Courthouse, 300 Ballard Street, VA 23690.
- 5.5 **EXTRA CHARGES NOT ALLOWED**: The quoted price for the equipment specified herein shall include freight and delivery, no extra charges will be allowed.
- 5.6 **FINAL INSPECTION**: All Equipment offered will have to pass a pre-acceptance inspection as conducted by York County. The inspection will include, but will not be limited to, overall condition, mechanical operation, physical appearance and suitability for intended use. York County shall be the sole judge as to whether or not the offered camera system passes inspection. The equipment must be completely ready for use.

At the time of delivery, the contractor shall demonstrate to the authorized owner's representative that the system is fully operational and in compliance with bid specifications. Any deficiencies shall be promptly and permanently corrected by the dealer at the dealer's sole expense prior to final acceptance of the camera system.

- 5.7 **MAINTENANCE MANUALS**: The contractor shall provide with the camera system, an operations and maintenance manual with parts list and a copy of all warranties, and maintenance schedules.
- 5.8 **WARRANTY**: The contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the dealer gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal. At a minimum, all work shall be guaranteed by the dealer against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing. The warranty shall describe any on-site repairs, maintenance and parts services offered.

The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the Request for Proposal documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the contractor to the County's satisfaction. Applicable warranty shall be furnished with quote.

6.0 **GENERAL TERMS AND CONDITIONS**:

6.1 **FORM**:

All responses to a Request for Proposal (RFP) may be on the Offeror's letterhead or form. Response to an RFP should address all aspects of the request and must include a signature of the

Offeror. All offers must be submitted in a sealed envelope plainly marked using the RFP number, date and time of receipt of proposals.

6.2 OPENING DATE/TIME:

Offers and amendments thereto, or withdrawal of proposals submitted, if received by the Owner after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the Offeror to see that his or her offer is in the Central Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic proposals (including FAX) will not be accepted.

6.3 CLARIFICATION OF TERMS:

If any Offeror has questions about the specifications or other solicitation documents, the Offeror should contact the Buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the buyer.

6.4 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposal, 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.

6.5 ANTI-DISCRIMINATION:

By submitting their proposals, all Offerors certify to the Owner 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, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of A. and B. below apply:

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

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

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

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

- B. The successful Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.6 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing the proposal, the Offeror certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.7 INDEMNITY AGREEMENT: The following provision shall be included in any contract awarded pursuant to the RFP:

The Contractor shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the work by the Contractor, including acts of Contractor's employees, subcontractors, or agents, whether or not such claims are do to any act of omission or commission, including negligence but excluding sole negligence, of the Owner, its employees, subcontractors, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve the Contractor from liability under this provision.

Should the Contractor or Contractor's employees, subcontractors, or agents use any of the Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

In no event shall the Contractor's duties to defend, save harmless and indemnify the Owner hereunder be enforceable after the expiration of five (5) years from the date of completion of the services included in the Contract; provided, however, should any claim as is described in the immediately preceding paragraph relate to services performed by the Contractor after the date of substantial completion, then from the date of the performance of any such services, whichever is later.

6.8 SCC REGISTRATION REQUIRED:

If Contractor is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, Contractor must 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. If Contractor allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will be deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this contract/agreement.

7.0 INFORMATION FOR OFFERORS RESPONDING TO REQUEST FOR PROPOSAL:

- A. Award will be made to the Offeror who submitted the most responsible and responsive proposal for the Project.
- B. Acceptance of a proposal by the Owner is not an order to proceed.
- C. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- D. Verify your proposals before submission as they cannot be withdrawn or corrected after being opened.
- E. If you do not offer, return the cover sheet and state reason. Otherwise your name may be removed from our mailing list.
- F. Conditional proposals or proposals not prepared and submitted in accordance with the provisions hereof will not be considered.

8.0 SUBMITTAL REQUIREMENTS:

Proposals shall include information as follows:

- A. A list and resumes of senior and key personnel that will be assigned to the Project and the qualifications of each.
- B. A list of recent similar projects designed by the firm or by key personnel within the past eight (8) years.
- C. Preliminary Project description showing anticipated major activities, their interrelationships, and proposed time schedule for each activity.

9.0 QUALIFICATIONS:

The Owner may make such investigations, as it deems necessary, to determine the ability of each Offeror to perform the work. Each Offeror should be prepared to furnish the Owner with all such information and data for this purpose as the Owner may request.

Offerors shall be licensed/registered with the Department of Criminal Justice System (DCJS) to provide such services.

10.0 PAYMENTS:

Successful Contractor may submit requests for payment at 30-day intervals based on percent of work completed. Payment requests will be considered only after receiving progress reports on the work and satisfactory evidence that the work reported has been acceptably accomplished.

11.0 INSURANCE: (Revised 04/2012)

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees as Additional Insured, with primary status, without participation from the County's insurers" (on Form No. GL-20-10, or its equivalent) on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Further, the successful CONTRACTOR agrees they shall immediately notify, in writing, the Owner of any changes, modifications, and/or termination of any insurance coverages and/or policies required by the resulting contract.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned

Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or  
Property Damage.

Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or  
Property Damage.

Contractual Liability includes the Contractual liability assumed  
hereunder.

Completed Operations Insurance, to remain in full effect until the  
date of acceptance of the project by the Owner.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive Automobile Liability and Commercial Liability policies.

Limits of Liability - \$5,000,000. Each Occurrence  
\$5,000,000. Aggregate

**12.0 AWARD OF CONTRACT:**

Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluative criteria stated in the Request for Proposal.

Repetitive informal interviews shall be permissible wherein Offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts.

At the conclusion of discussions, outlined above, on the basis of evaluative criteria published in this RFP and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted beginning with the Offeror ranked first. If a contract which is satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award will be made to that Offeror. Otherwise, negotiations with the Offeror ranked first will be formally terminated and negotiations conducted with the Offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

Should the Evaluation Committee 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 Offeror. (Code of Virginia, 2.2-4301.) At any time during the negotiations, the Purchasing Office may terminate all negotiations and readvertise the requirement.

**13.0 CONTRACT:**

The contract for this work shall reflect those conditions that are specified in this RFP and shall be similar in format and content to the attached Contract format. The final conditions of the resulting contract shall be negotiated between the Owner and the successful Offeror and shall be approved by the County Attorney.

**14.0 NEGOTIATION WITH LOWEST RESPONSIBLE OFFEROR:**

Unless canceled or rejected, a responsive bid from the lowest responsible Offeror shall be accepted as submitted, except that if the bid from the lowest responsible Offeror exceeds

available funds the Purchasing Agent reserves the right to negotiate with the apparent low Offeror to obtain a mutually agreeable contract price. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.

SAMPLE CONTRACT  
CONTRACT FORM

Agreement No. \_\_\_\_\_

This AGREEMENT, dated this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called the Owner; and \_\_\_\_\_ (a corporation organized and existing under the laws of the Commonwealth of Virginia); hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

Scope of Work:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete the construction of:

\_\_\_\_\_  
\_\_\_\_\_

all in strict accordance with the Plans and Specifications, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

Guarantee:

All materials and equipment, furnished by the Contractor, and all construction involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of one year after date of substantial completion of the work. All work which proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. Nothing herein shall be deemed as a waiver of any other available remedy for contract default, or as the waiver of any applicable statutory limitations period for actions for contract default.

THE BID SCHEDULE OF THE SUCCESSFUL OFFEROR  
SHALL BE CONFORMED AND INSERTED HEREIN  
TO BECOME A PART OF THE COMPLETED CONTRACT DOCUMENTS

Contract Price:

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the unit and lump sum price as contained in the Bid Schedule attached hereto.

The Contract Amount is \_\_\_\_\_

(\$ \_\_\_\_\_) based upon unit and lump sum prices extended as herein contained.

Payments:

The Owner will pay to the Contractor, in the manner and at such times as set forth in the General Conditions, such amounts as required by the Contract Documents.

Liquidated Damages:

It is understood and agreed that time is of the essence and that Contractor will commence and fully complete the project within the time specified in this Contract. The Contractor further agrees to pay, as liquidated damages and not as a penalty, the sum of \_\_\_ estimated, computed, determined, and agreed upon because of the uncertainty and difficulty of measuring actual damages, for each and every calendar day that the work called for by this Contract shall remain uncompleted and unfinished after the allowed Contract time; and Contractor further agrees that Owner may deduct and retain such liquidated damages out of any money due Contractor under the terms of this Contract.

Time:

The undersigned Contractor agrees to commence work within (10) calendar days after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

ALL CONTRACT WORK \_\_\_ CALENDAR DAYS FROM DATE OF NOTICE TO PROCEED

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

Component Parts of the Contract:

This Contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

1. Advertisement for Bids
2. Request for Bids
3. Invitation for Bids (IFB)
4. Supplemental Information for Offerors
5. Bid Proposal
6. Bid Bond
7. Construction Contract
8. General Conditions
9. Supplemental General Conditions
10. Payment Bond
11. Performance Bond
12. Certificate of Insurance
13. Contractor's License (if required)
14. Notice of Award
15. Notice to Proceed
16. Change Orders (if any)
17. Other Documents as may be required by law or appended hereto
18. Plans and Drawings were prepared by: \_\_\_\_\_;  
and are Numbered: \_\_ thru \_\_ and dated \_\_\_\_\_, 20\_\_.
20. Specifications prepared or issued by: \_\_\_\_\_,  
and dated \_\_\_\_\_, 20\_\_.

ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in (\_\_\_) counter-parts each of which shall for all purposes be deemed an original.

ATTEST:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BY

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
TITLE

ATTEST:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SCC Registration # \_\_\_\_\_

CONTRACTOR'S ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR'S FEDERAL I. D. NO.

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY ATTORNEY

RESERVED FOR CERTIFICATE OF INSURANCE,  
AND ADDITIONAL INSURED FORM GL-20-10

OR OTHER SATISFACTORY EVIDENCE OF REQUIRED COVERAGE

CONTRACT FORM  
PERFORMANCE BOND

Bond No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that

\_\_\_\_\_ of

\_\_\_\_\_, hereinafter called the Contractor and \_\_\_\_\_ a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto \_\_\_\_\_ as Owner, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated \_\_\_\_\_, 20\_\_\_\_, for:

\_\_\_\_\_

NOW THEREFORE, if the Contractor, and its successors and assigns, shall at all times duly, promptly, and faithfully perform the Work and any alteration in or addition to the obligations of the Contractor arising thereunder, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the Contractor and final acceptance by the Owner and comply with all the covenants therein contained in the Specifications, Drawings, and other Contract Documents required to be performed by the Contractor, in the manner and within the times provided in the Agreement, and shall fully indemnify and save harmless the Owner from all costs and damage which it may suffer by reason or failure to do so, and shall fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or payment thereunder before the time required therein, or waiver of any provision thereof, or assignment, subletting or transfer thereof or any part thereof, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any

such change, extension of time, alteration, addition to the terms of the Contract Documents or any such payment, waiver, assignment, subcontract or transfer.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Contractor shall be declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Owner shall have the right, at its option, to require the Surety to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others to proceed with completing the Agreement with its terms and conditions; and all reserves, deferred payments, and other funds provided by the Agreement to be paid to Contractor shall be paid to Surety at the same times and under the same conditions as by the terms of that Agreement such fund would have been paid to Contractor had the Agreement been performed by Contractor; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonably withheld, to take over and assume completion of the Agreement and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Attest

SURETY

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

APPROVED AS TO FORM: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
OWNER

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

PAYMENT BOND

Bond No. \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the Contractor and \_\_\_\_\_ a corporation  
duly organized and existing under and by virtue of the laws of the State \_\_\_\_\_,  
hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia  
as the Surety, are held and firmly bound unto \_\_\_\_\_ as Owner, in  
the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States  
of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety  
bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with  
the Owner dated \_\_\_\_\_, 20\_\_\_\_, for:

\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, if the Contractor shall promptly make payments to all persons, firms,  
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the  
Work provided for in the Agreement, and any authorized extension or modification thereof, including  
all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools  
consumed, used or rented in connection with the construction of the Work, and all insurance premiums  
on the Work, and for all labor performed in the Work, whether by Subcontractor or otherwise, then this  
obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work  
to be performed thereunder, shall in any way affect its obligation on this Bond, and it does hereby  
waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract  
Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge  
the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Attest

SURETY

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

APPROVED AS TO FORM: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
OWNER

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.