



COUNTY OF SPOTSYLVANIA
REQUEST FOR PROPOSAL (RFP) #17-16-TV
FACILITY IMPROVEMENT, MAINTENANCE & REPAIR SERVICES
October 20, 2016

Name of Soliciting Public Body:

County of Spotsylvania, Procurement Division
P.O. Box 215, 8800 Courthouse Road
Spotsylvania, VA 22553

Sealed Proposals Will Be Received Until **November 15, 2016 at 2:00 PM** For Furnishing The Goods/Services Described Herein.

All Inquiries for Information Should Be Directed to: Toni Vaughan, Procurement Officer II
Phone: 540-507-7524 or E-mail: tvaughan@spotsylvania.va.us

PROPOSALS SHALL BE MAILED OR HAND DELIVERED TO:

County of Spotsylvania, Procurement Division
P.O. Box 215, 8800 Courthouse Road, 2nd Floor Room 404
Spotsylvania, Virginia 22553

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:

Zip Code: _____

Date: _____

By: _____
(Signature in Ink by Officer of the Corporation)

Name: _____
(Please Print)

Title: _____

Phone: () _____

Fax: () _____

E-mail: _____

State of Incorporation: _____

DUNS #: _____

State Corporation Commission #: _____

Are you, any member of your immediate family, or any person part of your company that if awarded will provide services for the County of Spotsylvania either employed by the County or a member or part of any County committee, board or commission? **Circle One: YES NO**
If yes, please explain: _____

Receipt of the following Addenda are acknowledged:

Addendum No. _____, dated _____ Addendum No. _____, dated _____ Addendum No. _____, dated _____
(Please note all addenda)

All updates are posted on the Spotsylvania County website at www.spotsylvania.va.us/bids. It is the responsibility of the vendor to check back for updates.

(Return this Form)

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I. PURPOSE

The County of Spotsylvania, Virginia, invites written proposals from qualified firms to provide ongoing maintenance and repair of County facilities, as well as small scale improvement projects, not to exceed \$100,000 per project. The successful firm(s) shall have the capability to provide all of the specified equipment, machinery and labor if necessary for the completion of the project, to perform work as directed by Spotsylvania County for all facilities as needed. Spotsylvania County intends to contract for the above delineated services as detailed in the Scope of Services contained in Section III of this RFP.

Any contract(s) resulting from this RFP shall be may be used by all Spotsylvania County Departments. Contract(s) shall have a term limit of three (3) years and shall be renewable for three (3) additional one (1) year terms at the option of the Spotsylvania County. Spotsylvania County reserves the right to award contracts to more than one firm, if it is in the County's best interest in order to provide adequate services. Goods and/or services shall be provided in accordance with the requirements and Terms and Conditions identified herein.

II. BACKGROUND INFORMATION

Spotsylvania County, Virginia, is located on the I-95 corridor midway between Richmond and Washington D.C. and covers approximately 409 square miles. Spotsylvania County currently has 841,245 square feet of facilities, including fire departments, libraries, municipal offices, courts, community centers, public works and utility facilities.

III. SCOPE OF SERVICES

Spotsylvania County is seeking written proposals from qualified firms to provide ongoing maintenance and repair of County facilities, as well as small-scale improvement projects. The Facilities Management Division along with other Spotsylvania County departments will coordinate and supervise all services to be performed. Spotsylvania County acknowledges that there may be many variables associated with the performance of services. Spotsylvania County will work with the successful contractor(s) to negotiate and mitigate any variables. Successful contractor(s) may be called upon to provide quotations for specified projects where it is not in the best interest of Spotsylvania County to complete the work on the basis of the specified unit/hourly pricing. Contractors must be capable of responding to request for services by 4:00 p.m. on the day following contact by the County to establish a meeting date with the designated County representative. The County representative will review the details of the work, coordinate a schedule, assign the work and/or request quotations. Requests for quotations of labor/material cost shall be provided in not more than five (5) business days unless otherwise specified by the County. The County reserves the right to reject any estimate that in its sole opinion is deemed to be unreasonable.

The resulting contract under this RFP will not allow for any project to be done in excess of \$100,000 in total. A project exceeding \$100,000 will be bid out separately.

All respondents to this RFP must be licensed in accordance with the Commonwealth of Virginia’s requirements of the Virginia State Board of Contractors and the Virginia Department of Occupational Regulation. Contractors shall have all applicable contractor’s licenses and/or tradesman certifications. All work performed shall comply with the Virginia Uniform Statewide Building Code and referenced standards and specifications provided by Spotsylvania County.

Contractors shall be capable of producing a schedule for any work exceeding the duration of two (2) days. Such schedules shall be in writing, updated as requested and submitted to the County in electronic format upon request.

Contactors shall provide cut sheets, manufacturer’s data, mix designs, MSDS/SDS data, warranties, O&M data and similar information for all materials, equipment and products prior to commencement of work when requested by the County.

All work will be subject to the approval of Spotsylvania County and all applicable enforcement agencies. All deficiencies and/or code violations shall be promptly corrected by the contractor at no cost to Spotsylvania County.

Work hours shall be 7:00 a.m. to 5:00 p.m. Work during these hours is considered regular hourly work. Some work may be necessary to perform after hours (weekends, nights, and holidays). Work during these hours is considered emergency hourly work. This shall be specified for each category in the Pricing Schedule, Attachment C. The County recognizes holidays as follows:

HOLIDAY	DATE OBSERVED
New Year’s Day	January 1st
Lee-Jackson Day	Friday preceding 3rd Monday in January
Martin Luther King, Jr. Day	3rd Monday in January
George Washington Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran’s Day	November 11th
Thanksgiving	4th Thursday in November and the Friday after
Christmas	December 25th
In the event that any of these holidays fall on a Saturday or Sunday, the locations will be closed on the Friday before or the Monday after, respectively.	

Contractor’s personnel shall be subject to all security procedures while performing work on County property. Visitor’s badges will be issued as needed while working on certain County properties. Badges shall be the responsibility of the contractor to ensure personnel are donning the badge at all times while on county property. Badges that are lost shall be

replaced at the contractor's expense.

Contractors and their personnel may be required to execute forms or documentation regarding confidential or proprietary information. These forms may include the agreement that all information garnered while on County property is confidential and proprietary. Any unauthorized release of such information by the contractor or contractor's personnel shall constitute a breach of contract.

Contractor's employees shall be capable of communicating and comprehending in the English language. The Contractor's employees shall be capable of using English fluently and accurately on all levels pertinent to professional and contractual needs with the ability to be completely and easily understood by County staff. The following shall also be enforced by the Contractor:

- A. Contractor's personnel appearing to be under the influence of drugs or alcohol shall not be permitted on County property.
- B. Boisterous and rude behavior and profane language shall not be tolerated.
- C. Destructive and/or criminal activity of any kind will not be tolerated.
- D. Parking in disabled, visitor, reserved parking and fire lanes shall be prohibited.
- E. There shall be no loitering of the Contractors staff in facilities or on County grounds before or after assigned work.
- F. The contractor and the contractor's staff shall be clean and neat in appearance. Proper attire is required at all times. (no cut off shorts, sleeveless tee shirts or tank tops) No clothing with profanity, suggestive language or graphics shall be tolerated).
- G. The contractor and contractor's employees shall not use County phones, office equipment, computers, office supplies, kitchen areas, break rooms, etc.

The Contractors and their employees shall conduct themselves in a neat and professional workmanship like manner at all times while on County property. The contractor and contractor's employees shall not engage County staff other than the designated County staff coordinating the work.

Contractor will be responsible for all keys or access fobs. The contractor will sign for and return the same to the County upon request. The contractors shall be responsible for lost keys and fobs as well as a rekeying necessary resulting from the loss of fobs or keys.

Contractors will be responsible in all aspects for the worksite safety of their employees, vendors, the public, County property and the facility occupants. The County will coordinate with the contractor to restrict access to the worksites by the public and facility occupants on an as needed basis. Contractors will be responsible for all regulatory compliance related to the work, handling of materials and waste.

Contractors shall provide all barricades, safety measures, dust control, and materials necessary to protect existing materials, grounds and the facility occupants. The Contractors

shall maintain the work sites in a safe and organized manner. Worksites shall be maintained free of excess debris and waste material. Contractors shall be responsible for the disposal of all waste and hazardous material generated by the associated work. All work sites shall be maintained organized, safe and “broom clean” at the end of each day of work period where work is performed in less than one day.

All work is anticipated to be short duration projects. Invoices shall be submitted upon acceptance of the work by the County. The County will not provide advance payment for any goods or services. Progress payments on materials and work received may be authorized at the sole discretion of the County. The County reserves the right to provide materials where at the County’s sole discretion it serves the best interest of the County.

Contractors may be awarded contracts in one or more of the designated construction services categories. It is the intent to award contracts to one or more contractors per category. The County reserves the right to assign work to contractors as determined to serve the best interest of Spotsylvania County with respect to costs, demonstrated performance and prompt delivery of services. The County reserves the right to obtain quotes from the contractor’s awarded in each category if it may be in the best interest of the County.

The following descriptions of services are to be construed to read “including, but not limited to”. The descriptions depict the typical services and task for each category. It is not the intent of this procurement that contractors awarded contracts be used singularly or in combination to construct, alter, or renovate new or existing facilities.

- A. **Carpentry Services:** Services performed under this category will generally include the installation, maintenance and repair of wood/light gauge metal framing, interior/exterior trim and cornice work; and general carpentry work associated with facilities maintenance and repair. Work includes the maintenance, installation and repair of various materials related to siding, panelized wall and roof materials, windows, doors, gutters/downspouts and flashings. Work will include caulking, painting/sealing of the related work. Work will involve limited demolition and excavation related to the installation of the work.

- B. **Painting Services:** Services performed under this category will generally include all efforts associated with the application of interior and exterior painting and finishes at County facilities. Work includes associated preparation, cleaning, pressure washing and repairs to materials/substrates intended to receive finishes. Work will include application of sealants, caulking as related to maintenance and repair of the County facilities. Work will include maintenance repair and application of various floor sealers and finish systems. Work will include moving of typical office furnishings, stored items and equipment to facilitate the work. Moving of heavy equipment and systems office furniture will be coordinated with County Staff. It should be understood that work must be coordinated around the activities of County facilities resulting in afterhours work, particularly with

respect to application of interior finishes.

- C. **Interiors Services:** Services performed under this category will be in the performance of routine maintenance and repair/replacement tasks related to interior building finish systems. This category shall include limited light gauge metal framing of partitions, soffits, bulkheads and ceilings. Repair, replacement and installation of drywall, panelized materials, acoustical ceiling tiles, acoustical ceiling systems and interior finish systems related work.

- D. **Electrical Services:** Services performed under this category will include the installation, maintenance and repair of electrical equipment and systems in County facilities. Work in this category may also include installation of new circuits, equipment, electrical services and emergency standby generator systems maintenance repair and installations, data, control wiring, telephone and communications wiring. Work may also include maintenance repair of electrical systems components and equipment (motors, contactors, timers, lightening protection/ground/bonding, lighting controls, etc.) Work will include limited demolition and excavations as necessary to complete electrical installations. Work will include the use of lifts, bucket trucks or other equipment to access work in elevated locations.

- E. **Mechanical/HVAC:** Services performed in this category will generally be associated with the maintenance and repair of existing HVAC systems to include boilers and chillers. Work will include equipment replacements, installations and modifications to existing systems. Work will include typical cutting, notching and drilling, limited demolition and excavation related to the installation of the work.

- F. **Plumbing Services:** Services performed in this category will generally be associated with the maintenance and repair of existing plumbing systems, equipment and fixtures, drain field equipment well pumps, sump pumps, sewage ejector pumps, utility service connections, oil/sand/grease interceptors, roof drains and associated water and sewage handling systems. Work will include gaspiping and equipment for both LP and Natural gas systems. Work will include typical cutting, limited demolition, notching and drilling of building materials and excavation related to the installation of the related work.

The contract(s) shall be performed on an “on-call” basis for the time and materials cost. The County shall have the right to pre-purchase all equipment. If the equipment is not pre-purchased, a maximum of 10% mark-up shall be allowed for any equipment purchased by the Contractor.

The successful contractor(s) shall have the capability to provide all of the specified equipment, machinery and labor necessary for the completion of the project, to perform work as directed by Spotsylvania County.

Offeror's submitting a written proposal for Facility Improvement, Maintenance and Repair Services shall clearly identify which category or categories they are providing information for in their proposal submission. Offeror(s) shall fill out and return Attachment B, Facility Improvement, Maintenance & Repair Services Category Summary with their proposal, as well as Attachment C, Pricing Schedule, for each Category proposed.

Selection shall be made of one or more firms deemed to be the most qualified and best suited to perform the Scope of Services described herein for each of the categories described herein. Spotsylvania County has the right to award the contract in the aggregate, by the individual service, or any combination, whichever is in the best interest of the County.

IV. INSTRUCTIONS TO OFFERORS

- A. This procurement shall be conducted in accordance with the competitive negotiation procedures of the Spotsylvania County Procurement Policy. The Procurement Policy is available at: <http://www.spotsylvania.va.us/policies>.
- B. Questions or requests for clarification may be emailed to Toni Vaughan, Procurement Officer II @ tvaughan@spotsylvania.va.us. All responses to inquires will be in writing in the form of a written addendum and will be posted on the Spotsylvania County website at www.spotsylvania.va.us/bids. **Questions from Offerors must be received at the Spotsylvania County Procurement Division by 12 noon on October 27, 2016** in order to ensure that the answers can be sent and received by the prospective Offerors for their consideration prior to the date proposals are due.
- C. Five (5) copies and one (1) original indicated as "Original" of Proposals shall be submitted to:
- County of Spotsylvania, Procurement Division
P.O. Box 215, 8800 Courthouse Road, 2nd Floor Room 404
Spotsylvania, Virginia 22553
- D. All Proposals must be in a sealed envelope or box and clearly marked with the following information: "Sealed Proposal, RFP #17-16-TV Facility Improvement, Maintenance & Repair Services" and company name and address. Proposals not so marked or sealed may be returned to the Offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). Proposals shall be signed above the typed or printed name and title of the individual signing on behalf of the Offeror. All expenses incurred for submitting Proposals to Spotsylvania County shall be borne by the Offeror. **All Proposals shall be received by 2:00 PM on November 15, 2016.** The time of receipt shall be determined by the time clock stamp in the Procurement Division, Room 404. Any Proposal received after this time and date will not be considered. Proposals will be returned to the Offeror unopened if received by special carrier or not accepted if hand delivered by

Offeror.

The Offeror has the sole responsibility to have the proposal received by the Spotsylvania County Procurement Division at the above address and by the above stated time and date. **Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Spotsylvania, VA. Next day delivery usually arrives in mid-to-late afternoon. Also, please note that USPS deliveries require additional days from the post office to the procurement office.** If you will be using one of these services for delivery of your proposal, please take this information into consideration. It is the Contractor's responsibility to ensure that the package is delivered to the Procurement Division by the due date and time.

Incident Weather: In the event that Spotsylvania County is closed during the scheduled times for a pre-bid (pre-proposal) conference or bid opening, the pre-bid conference or bid opening will occur on the next business day that Spotsylvania County is open at the appropriate times as stated in the IFB/RFP. No exceptions will be made in this situation. Please contact the procurement officer as stated in the IFB/RFP for information pertaining to this procurement

- E. The Offeror shall submit a proposal that demonstrates and provides evidence that the Offeror is able to provide suitable goods and/or services and has the capabilities, professional expertise, and experience to provide Facility Improvement, Maintenance & Repair Services for Spotsylvania County.
- F. Offerors are responsible for familiarizing themselves with the conditions and objectives of the items/services described herein.
- G. As a guideline the County anticipates the following tentative timetable for selection of a Contractor and implementation of a contract.

<u>Date</u>	<u>Activity/Event</u>
October 20, 2016	Request For Proposal Issued
October 27, 2016	Deadline for Questions is 12:00 noon
November 15, 2016	Proposals Due By 2:00 PM Deadline
November, 2016	Evaluation of Proposals Completed by Source Selection Committee (SSC)
January, 2017	Tentative County contract effective date

- H. Any vendor transacting business with Spotsylvania County requires a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1

or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. **Include a copy of your State Corporation Commission Certificate and a list of officers with your proposal response.**

VI. PROPOSAL REQUIREMENTS

- A. The proposal shall provide information necessary for Spotsylvania County to evaluate the qualifications, experience, and expertise of the proposing firm to provide facility improvement, maintenance and repair services as well as small scale improvement projects, on an as-needed basis. The proposal shall also demonstrate the experience and capabilities of the Offeror in providing the goods and services to local and/or state governments. Offeror shall provide full descriptions of projects they reference in their response.
- B. The proposal shall contain a CONCISE summary of the subject items described in the proposal evaluation criteria contained in this RFP, Section VII.
- C. The proposal shall clearly indicate primary contact and assigned personnel. Offeror shall provide the name of the Offeror and firm, if any, the address and telephone number, and the name and title of the primary and secondary individuals who would be responsible for providing these goods and/or services to the County. The proposal shall also include the address of the Offeror's closest office to 8800 Courthouse Road, Spotsylvania, VA 22553 that will be doing work for the County.
- D. Offeror shall provide a minimum of three references of other similar size organizations utilizing Facility Improvement, Maintenance & Repair Services that they have provided. The references shall include names, phone numbers and email addresses of key contact personnel. Current contact information shall be provided. Spotsylvania County cannot be listed as a reference. The County reserves the right to check undisclosed references.
- E. Offerors shall indicate any exceptions taken to any part of this Request for Proposals. Offerors shall fill out and clearly identify any proprietary information on **Attachment A** and return with proposal response. Identify the specificity of the data or other materials for which protection is sought, indicate the section and page number where it can be found in the Offerors RFP response and state the reasons why protection is necessary in accordance with the Code of Virginia, Chapter 43, § 2.2-4342. For more details see Section VIII Terms and Conditions paragraph S, Freedom of Information Act.
- F. Offerors shall fill out and return with their proposal response, **Attachment B** and

clearly identify which category is included in their proposal response.

- G. Offerors shall provide a table of contents and number all pages of their proposal response and shall fill out and return the cover page of this RFP signed by a person with corporate authority to enter into any contract which may result from the RFP.
- H. Offerors shall provide evidence that demonstrates their ability to provide the services within reasonable completions dates and within budget.
- I. Offerors shall provide cost for services stated in the proposal. Hourly rates per positions shall be included. Any travel expenses not included in the hourly rate shall be included. Offerors shall fill out and return with their proposal response, **Attachment C**, Pricing Schedule for each category proposed.
- J. Offeror shall include a copy of their State Corporation Commission Certificate of Good Standing and a list of officers with their proposal response, as identified in Section V, subdivision H above.

VII. PROPOSAL EVALUATION CRITERIA

- A. Selection of the successful Offeror(s) will be based upon submission of proposals meeting the selection criteria. The Source Selection Committee (SSC) will use the following criteria in its review and evaluation of the Proposals:

EVALUATION CRITERIA		WEIGHT
1.	Qualifications, including technical capabilities and professional competence of the proposing firm and key staff qualifications of personnel assigned to provide the services identified in the Scope of Services	25
2.	References, past performance, project scheduling performance and general overall completion of past projects on time and on budget	25
3.	Experience in providing services in the category(ies) defined in proposal	20
4.	Location of office to be doing work for the County	15
5.	Proposed Cost based on the average of the highest five regular hourly rate positions per category	15
Total		100

- B. The Selection Committee will evaluate the most responsive proposals as deemed by staff and may also ask questions of a clarifying nature from Offerors as required. A composite rating will be developed which indicates the group’s collective ranking of the written proposals in a

descending order. If deemed necessary by the selection committee, the County shall engage in individual discussions with two or more Offerors deemed the most fully qualified, responsible and suitable on the basis of the Selection Committee's evaluations.

- C. At the conclusion of any discussion, on the basis of evaluation factors as set at the time of issuance of this proposal and all information developed in the selection process to this point, the County shall select in the order of preference one or more Offerors whose qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted; beginning with the Offeror ranked first. Should the County 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. Spotsylvania County reserves the right to award a contract to more than one Offeror, if it is in the Owner's best interest.

The County reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of Spotsylvania County.

VIII. TERMS AND CONDITIONS:

A. Acceptance, Invoicing and Payment

Spotsylvania County will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for work resulting from this RFP.

Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFP, or to the selected consultant prior to the Board of Supervisors' approval of a consultant services contract.

Pursuant to Virginia Code § 2.2-4354, (1950, as amended), the CONTRACTOR covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
3. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
4. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3

above.

B. Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses, except in a case of default by the Contractor, the Contractor shall be responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs.

C. Audit

Contractor shall keep and require each of its Subcontractors, if any, to keep, at no additional cost to County, full and detailed accounts of costs chargeable to County, during the project, and for five (5) years following completion. County shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of County), and verification of costs. Audit access to Contractor's records in lump sum or unit price areas when applicable shall be sufficient to satisfy County that all quantities meet the payments to its subcontractor and suppliers, Contractor shall remit promptly to County the amount of any adjustment resulting from audit.

D. Availability of Funds

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

E. Binding Effect

The terms, provisions, covenants and conditions contained in any resulting Contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

F. Compliance of Law

The Contractor providing materials and services to the County under any contract resulting from this RFP represents and warrants to the County that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable.
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1.
3. Complying with federal, state and local laws and regulation applicable to the performance of the services procured; and

4. In full compliance with the Virginia Conflict of Interest Act.

G. Contract Award

Spotsylvania County has the right to award a contract to more than one Offeror, if it is in the County's best interest to provide adequate goods and/or services in accordance with the criteria found in the RFP. Should Spotsylvania County 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. Spotsylvania County has the right to accept or reject any or all Proposals, to waive informalities, and to request additional information. Spotsylvania County reserves the right to award the contract to the most qualified, responsible, and responsive Offeror(s), resulting in a negotiated agreement, which is most advantageous to and in the best interest of Spotsylvania County. Spotsylvania County shall be the sole judge of the Proposal and the resulting negotiated agreement that is in the public interest, and Spotsylvania County's decision shall be final.

H. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of Spotsylvania County either before or after execution of the contract resulting from this Request for Proposal (RFP), RFP Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon Spotsylvania County unless made in writing and where Board approval is not required, by the County Administrator or his designee.

I. Contract Documents

The contract entered into by Spotsylvania County and the Contractor shall consist of this Request for Proposal, any addendum issued, the proposal submitted by the Contractor, Spotsylvania County's Standard Form of Agreement, and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents. Additional documents which the parties agree to include as contract documents may be set forth in the final contract.

J. Contract Performance Terms

Any contract resulting from this RFP shall have a term limit of three (3) years and may be renewable for three (3) additional one (1) year terms at the option of Spotsylvania County. This contract may be extended during the term of the existing contract for services in order to complete any work undertaken but not completed during the original term of the contract.

K. Cooperative Procurement

1. This procurement is being conducted on behalf of Spotsylvania County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
2. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Contractor's bid/proposal.
3. With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.
4. The County of Spotsylvania, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Spotsylvania County contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that particular public body.
5. Spotsylvania County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may carry out such notification.

L. Definitions:

1. Contractor:
The Contractor who enters into a contract with Spotsylvania County to provide the services described herein for Spotsylvania County.
2. County:
Wherever the word "County" appears, it shall be understood to mean Spotsylvania County Government.
3. Offeror:
A person who makes an offer in response to a Request for Proposal.
4. Informality:
A minor defect or variation in a bid or proposal from the exact requirements of the Invitation for 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.

M. 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.

For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

N. Ethics in Public Contracting

The Offeror hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Section 2.2-4367 through 2.2-4377, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this RFP, are proper and in accordance herewith. By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud 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.

O. Examination of Records

The Contractor agrees that Spotsylvania County or any duly authorized representative shall have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims. Contractors agrees to keep all records in accordance with the state and local retention laws including but not limited to Virginia Code § 55-525.27.

P. Faith-Based Organizations

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations.

“Faith-based Organization” means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If CONTRACTOR is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:

Neither the COUNTY’S selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the COUNTY Administrator.

Q. Federal-Aid Provisions

When the U. S. government pays all or any portion of the cost of a project, the Contractor shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Contractor shall require all subcontractors to observe all federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that is part of the regulation shall be followed in accordance with the federal law, rules and/or regulation made pursuant to such laws. A Duns number will be provided by the Contractor and registration with the Central Contractor Registration (CCR) shall be followed according to the federal aid provisions.

R. Force Majeure

In any contract resulting from this RFP, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action, and labor conditions. In the case of an industry wide material shortage the Contractors shall provide to the County within 24 hours of Contractor’s determination that there exists an industry wide material shortage, the following: 1) a written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, suppliers and/or retailers from

which Contractor has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by Contractor to obtain said materials; 4) a written statement, signed by an authorized representative of Contractor, that Contractor has used due diligence to secure said materials in the most expeditious manner; 5) a written time frame in which Contractor anticipates that it will obtain said materials and; 6) the County, or its authorized representative, concurs that there is an industry wide shortage of the specific material so identified by contractor

S. Freedom of Information

All information submitted to the County in response to this RFP will constitute public information and pursuant to the Virginia Freedom of Information Act will be available to the public for inspection upon request. Pursuant to Virginia Code § 2.2-4342 and County Procurement Policy § 3-27, a Bidder/Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code § 59.1-336, part of the Uniform Trade Secrets Act. In order to claim this exemption, a Bidder/Offeror must: (1) Submit a request in writing referencing their desire to invoke the protections of Virginia Code § 2.2-4342; (2) Specifically identify which data or materials they wish to have protected; and (3) Articulate the rationale for why protection is necessary for the particular data or materials, to the satisfaction of the County. Failure to meet these requirements will result in the data or materials being open for inspection in response to a valid inquiry under the Virginia Freedom of Information Act and serve to waive any right of the Bidder/Offeror to assert a claim against the County for disclosure of trade secrets or proprietary information.

T. Governing Law

In any contract resulting from this RFP, the parties agree that this agreement is governed by and shall be interpreted in accordance with the Spotsylvania County Procurement Policy and the laws of the Commonwealth of Virginia, including the Spotsylvania County Procurement Policy, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court.

U. Grant Funds Provision

When a project is funded in part or all by grant funds, the Contractor shall observe all rules and regulations according to the grant fund award documentation. Contractor has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

V. Headings

Headings in the RFP and any resulting contract are informational only and the substance of each numbered or lettered provision shall prevail in the event of any ambiguity or inconsistency between a heading and its content.

W. Insurance

During the performance of any Contract resulting from this RFP, the Contractor shall have and keep current insurance whichever is greater in scope or amount as follows:

1. Worker's Compensation Insurance in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:
 - i. Bodily Injury by accident \$100,000 for each accident;
 - ii. Bodily Injury by disease, \$500,000 policy limit;
 - iii. Bodily Injury by disease, \$100,000 for each employee.
2. General Liability insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.
3. Automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned apparatus.

The General Liability and Automobile Liability insurance policies specified herein shall name Spotsylvania County as additional insured with regard to work performed under any contract resulting from this IFB. The Contractor shall provide Spotsylvania County with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying Spotsylvania County if there is any change in liability insurance.

X. Interpretation

Words of any gender used in any Contract resulting from this RFP shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

Y. Non-Collusion

The party making the foregoing proposal hereby certifies that such proposal is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any Offeror or person, to put in a sham proposal or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price or affiant or of any proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror, or to secure any advantage against the County or any person interested in the proposed contract; and that all statements in said proposal are true.

Z. Non-Discrimination

During the performance of a contract, following the provisions according to Virginia Code 2.2-4311, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 to meet this requirement.

The Contractor will include the provisions in the foregoing paragraph in every contract, subcontract, or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor associated with Spotsylvania County.

AA. Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by Spotsylvania County, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this RFP, nor of any power herein reserved to Spotsylvania County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of Spotsylvania County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

BB. Proposal Withdrawal

Any Proposal may be withdrawn up until the time set above for the opening of the Proposal. Any Proposals not so withdrawn shall constitute an irrevocable offer for a period of 150 days.

CC. RFP Proposal and Clarification

Spotsylvania County reserves the right to request clarification of information submitted and to request additional information of one or more Offerors. Each Offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to Spotsylvania County's Procurement Manager or Procurement Officer I or II. Spotsylvania County shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum signed by Spotsylvania County's Procurement Manager or Procurement Officer I or II is the only official method whereby interpretation, clarification, or additional information can be given. Any addenda issued for this RFP will be

posted on the Spotsylvania County Procurement website at www.spotsylvania.va.us/bids.

DD. Release and Ownership of Information

Spotsylvania County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in Spotsylvania County's possession which Spotsylvania County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this Contract. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this RFP.

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of Spotsylvania County, which approval Spotsylvania County shall be under no obligation to grant.

As may be allowed by law, any information, ideas, or concepts that the County receives during the procurement process from any Offeror's written proposal, any discussion or interview with the Offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of Spotsylvania County. Spotsylvania County may use this information for any purpose without compensation to the Offeror from whom the information was received.

EE. Rights and Responsibilities of Contractor

The Contractor shall indemnify, defend and hold harmless the County and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by Contractor and/or its Contractors or employees, or anyone else for who Contractor is or may be responsible. This section shall survive the termination this agreement.

The Contractor in any contract resulting from this RFP shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save Spotsylvania County harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

FF. Subcontractors and Assignments

The Contractor shall not sublet or assign or transfer any interest in this Contract or any portion thereof without the prior written consent of Spotsylvania County of which Spotsylvania County shall be under no obligation to grant. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by Spotsylvania County to permit Spotsylvania

County to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontractor to Spotsylvania County for approval. The subcontractor shall incorporate by reference all provisions and conditions of the Contract resulting from this RFP.

Spotsylvania County's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to Spotsylvania County for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and Spotsylvania County.

GG. Tax Exemption

The County of Spotsylvania as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the County.

HH. Termination

Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced, and data collected shall become the property of Spotsylvania County.

ATTACHMENT A

TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION

IF NO PROTECTION IS NEEDED STATE "N/A" ON THE TABLE BELOW AND SIGN.

Trade secrets or proprietary information submitted by any Bidder/Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Bidder/Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, prior to or upon submission of the data or other materials, and must clearly and specifically identify the data or other materials to be protected, and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by the Bidder/Offeror on the table below.** If the Bidder/Offeror fails to identify any protected information on the table below, the Bidder/Offeror by return of this form, hereby releases the County and all of its employees from any and all claims, damages, demands or liabilities associated with the County's release of such information, and agrees to indemnify it for all costs, expenses and attorney's fees incurred by the County as a result of any claims made by Bidder/Offeror regarding the release of such information. By submitting its bid or proposal, Bidder/Offeror understands and agrees that any language seeking protection from public disclosure, any specific documents or information, unless identified on the table below, are null and void and of no legal or binding effect on the County. The classification of line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder/Offeror refuses to withdraw such a classification designation, the bid/proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

COMPANY NAME: _____

SIGNATURE: _____

ATTACHMENT B

**FACILITY IMPROVEMENT, MAINTENANCE & REPAIR SERVICES
CATEGORY SUMMARY**

CATEGORY	INCLUDED IN PROPOSAL RESPONSE INDICATE YES OR NO
CARPENTRY SERVICES	
PAINTING SERVICES	
INTERIORS SERVICES	
ELECTRICAL SERVICES	
MECHANICAL/HVAC SERVICES	
PLUMBING SERVICES	

Offerors shall indicate above whether or not their proposal is submitted for the categories listed above. It is the intent of Spotsylvania County to make multiple awards from this RFP. It is not required for any Offeror to submit their proposal for all categories listed above. Offerors are required to identify which category their proposal is submitted for.

Offerors shall take note that for each category marked “yes” above, there shall be a Pricing Schedule, see Attachment C, included with the proposal.

Company Name: _____

Signature: _____

**ATTACHMENT C
PRICING SCHEDULE**

Offeror shall indicate below job titles and hourly rates for all positions that will be doing work for Spotsylvania County if awarded a contract. If an additional sheet is needed for this category, please submit an additional sheet.

CARPENTRY SERVICES							
JOB TITLE	Unit	Year 1 Regular	Year 1 Emergency	Year 2 Regular	Year 2 Emergency	Year 3 Regular	Year 3 Emergency
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						

Vendor Name: _____

Signature: _____

**ATTACHMENT C
PRICING SCHEDULE**

Offeror shall indicate below job titles and hourly rates for all positions that will be doing work for Spotsylvania County if awarded a contract. If an additional sheet is needed for this category, please submit an additional sheet.

PAINTING SERVICES							
JOB TITLE	Unit	Year 1 Regular	Year 1 Emergency	Year 2 Regular	Year 2 Emergency	Year 3 Regular	Year 3 Emergency
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						

Vendor Name: _____

Signature: _____

**ATTACHMENT C
PRICING SCHEDULE**

Offeror shall indicate below job titles and hourly rates for all positions that be doing work for Spotsylvania County if awarded a contract. If an additional sheet is needed for this category, please submit an additional sheet.

INTERIORS SERVICES							
JOB TITLE	Unit	Year 1 Regular	Year 1 Emergency	Year 2 Regular	Year 2 Emergency	Year 3 Regular	Year 3 Emergency
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						

Vendor Name: _____

Signature: _____

**ATTACHMENT C
PRICING SCHEDULE**

Offeror shall indicate below job titles and hourly rates for all positions that be doing work for Spotsylvania County if awarded a contract. If an additional sheet is needed for this category, please submit an additional sheet.

ELECTRICAL SERVICES							
JOB TITLE	Unit	Year 1 Regular	Year 1 Emergency	Year 2 Regular	Year 2 Emergency	Year 3 Regular	Year 3 Emergency
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						

Vendor Name: _____

Signature: _____

**ATTACHMENT C
PRICING SCHEDULE**

Offeror shall indicate below job titles and hourly rates for all positions that be doing work for Spotsylvania County if awarded a contract. If an additional sheet is needed for this category, please submit an additional sheet.

MECHANICAL/HVAC SERVICES							
JOB TITLE	Unit	Year 1 Regular	Year 1 Emergency	Year 2 Regular	Year 2 Emergency	Year 3 Regular	Year 3 Emergency
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						

Vendor Name: _____

Signature: _____

**ATTACHMENT C
PRICING SCHEDULE**

Offeror shall indicate below job titles and hourly rates for all positions that be doing work for Spotsylvania County if awarded a contract. If an additional sheet is needed for this category, please submit an additional sheet.

PLUMBING SERVICES							
JOB TITLE	Unit	Year 1 Regular	Year 1 Emergency	Year 2 Regular	Year 2 Emergency	Year 3 Regular	Year 3 Emergency
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						
	HOUR						

Vendor Name: _____

Signature: _____