

REQUEST FOR QUOTES

Suspended Ceiling Grid, Acoustical Tile, and LED Troffer Lighting Installation

1.0 PURPOSE

The County of Warren, Virginia is seeking Requests for Quotes (RFQ) from individuals or contractors, referred to throughout this document as “independent contractor” that are interested, experienced and knowledgeable in supplying and installing suspended ceiling grid, acoustical tiles, and LED troffer lighting at the Department of Social Services.

2.0 SCOPE OF WORK

1. General Scope

Contractor shall furnish and install a new suspended acoustical ceiling system, including ceiling grid, lay-in acoustical ceiling tiles, and new LED drop-in troffer light fixtures. Ceiling tile shall be **USG Mars Series acoustical panels, or approved equivalent.**

Existing lighting shall be removed and replaced as required. **There is no existing ceiling grid or ceiling tile to remove.**

This is a turnkey project. Contractor is responsible for all work.

2. Demolition and Removal

Contractor shall remove existing light fixtures, lamps, lenses, ballasts, fixture supports, fixture whips, and related lighting components as required for the new work.

Electrical disconnects shall be performed by a qualified electrician. Removed lighting materials, including fluorescent lamps and ballasts, shall be properly disposed of or recycled in accordance with applicable regulations.

No existing ceiling grid or ceiling tile removal is included in this scope.

3. Suspended Ceiling Grid

Contractor shall install a complete suspended ceiling grid system, including wall angle, main runners, cross tees, hanger wires, fasteners, clips, and accessories.

Grid shall be installed level, straight, square, and securely supported from the building structure above. Grid layout shall be coordinated with light fixtures, HVAC devices, sprinkler heads, fire alarm devices, and other ceiling-mounted items.

Additional support shall be provided at light fixtures and other ceiling-mounted equipment as required by code and manufacturer requirements.

4. Acoustical Ceiling Tile

Contractor shall furnish and install new lay-in acoustical ceiling tiles.

Ceiling tile shall be **USG Mars Series acoustical ceiling panels, or approved equivalent**, with comparable appearance, acoustical performance, durability, mold resistance, sag resistance, and fire rating as required by code.

Tiles shall be installed cleanly and neatly. Border tiles shall be cut accurately, and damaged or stained tiles shall be replaced before final acceptance.

5. LED Troffer Lighting

Contractor shall remove existing lighting and install new LED drop-in troffer fixtures sized to fit the new ceiling grid layout, typically 2' x 2' or 2' x 4' as required.

Fixtures shall be commercial-grade, suitable for installation in a suspended ceiling grid, and properly supported in accordance with code and manufacturer requirements.

Contractor should connect new fixtures to existing lighting circuits where suitable and provide fixture whips, junction box connections, connectors, strain reliefs, and wiring accessories as required.

Color temperature, fixture size, switching, dimming, occupancy sensors, and emergency lighting requirements shall be confirmed prior to installation.

6. Electrical Work

Electrical work shall be performed by a qualified electrician. Contractor should verify existing voltage and circuit capacity, de-energize circuits before work, make code-compliant connections, and test all fixtures and controls upon completion.

Existing lighting circuits shall be reused where suitable unless otherwise noted.

7. Coordination

Contractor shall coordinate new ceiling and lighting work with existing building systems, including HVAC, sprinkler, fire alarm, security, data, low-voltage wiring, conduit, ductwork, and other above-ceiling utilities.

Relocation of HVAC, sprinkler, fire alarm, data, security, or other specialty systems is excluded unless specifically included in the contract.

8. Cleanup and Closeout

Contractor should remove construction debris, packaging, and remove lighting materials from the work area. Completed ceiling should be clean, level, secure, and free of damaged tiles or misaligned fixtures.

Contractor should provide product data and warranty information for ceiling tile, grid, and LED fixtures, along with electrical inspection approval where required.

3.0 CONTENTS OF QUOTE

The following information must be provided for consideration:

1. List of similar recent projects and at least three references (form provided).
2. The successful firm should be readily accessible to stakeholders for required meetings.
3. Cost of services shall be inclusive of all staffing and expenses. A list of costs may be provided for any additional services that may be requested by the County.

4.0 QUOTE PREPARATION & SUBMISSION Submittal

Information and Instructions:

For questions or information, email Kimberly Henry, Buyer, at khenry@warrencountyva.gov
Announcements or addendums to this request will be posted on eVA.

OPTIONAL Pre-Bid Conference: 11:00 a.m. on July 1st, 2026 Department of Social Services, located at 465 West 15th Street, Suite 100, Front Royal, VA 22630

Responses shall be delivered by 2:00 PM, Tuesday July 14th, 2026 through the eVA portal OR paper copies delivered to the Warren County Finance Department, located at 220 N Commerce Ave., Suite 700, Front Royal, VA 22630.

5.0 GENERAL TERMS AND CONDITIONS

PROCUREMENT REQUIREMENTS AND MANDATORY CONTRACT TERMS

I. REQUIREMENTS APPLICABLE TO ALL PROCUREMENTS

MANDATORY USE OF COUNTY FORMS AND TERMS: Failure to utilize the official County forms provided for responding to a procurement solicitation shall be cause for rejecting the submission. Modifications of or additions to any portion of the County's forms or the terms of the solicitation may also be cause for rejecting the submission. The County reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a submission as nonresponsive.

CLARIFICATION OF TERMS: Questions about the specifications or other solicitation documents should be submitted in writing to the County by the deadline specified in the procurement schedule. Any revisions to the solicitation will be made only by written addendum issued by the County.

QUALIFICATIONS: The County may investigate the ability of the bidder/offeror to perform under the contract being procured and may request information and data for this purpose. The County reserves the right to visit physical facilities prior to award to satisfy questions regarding such capabilities. The County further reserves the right to reject any bid or proposal if it concludes that the bidder/offeror is not properly-qualified to carry out the obligations of the contract.

CONTRACTOR LICENSING: Potential contractors are required to comply with all applicable licensing requirements for contractors as set forth in Virginia Code § 54.1-1100, as amended.

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER: A bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder/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 is required to include in its bid/ proposal a statement describing why the bidder/offeror is not required to be so authorized.

BID BONDS:

1. All bids/proposals for non-transportation-related construction contracts in excess of \$500,000 and transportation-related construction projects authorized under Code of Virginia, § 33.2-208, *et seq.*, that are in excess of \$350,000 and partially or wholly funded by the Commonwealth of Virginia shall be accompanied by a bid bond from a surety company which is legally authorized to do business in Virginia as a guaranty that if the contract is awarded to such bidder, that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed 5% of the amount bid. No forfeiture under a bid bond shall exceed the lesser of the difference between the bid for which the bond was written and the next low bid or the face amount of the bid bond. In lieu of a bid bond, a certified check, cashier's check, or cash escrow in the face amount requirement for the bond.
2. A bid bond may be required for construction contracts and other contracts which fall outside the scope of this section. Please refer to the County's procurement solicitation for any additional bonding requirements, which are incorporated herein by reference.

TRANSPORTATION AND PACKAGING: By submitting a bid/proposal, each bidder/offeree certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

TESTING AND INSPECTION: The County reserves the right to conduct any test or inspection it deems advisable to assure goods and services conform to the specifications.

USE OF BRAND NAMES: Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerees to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeree is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in a finding of nonresponsiveness.

ETHICS IN PUBLIC CONTRACTING: By submitting a bid/proposal, each bidder/offeror certifies that their bid/proposal is made without collusion or fraud and that they have not offered or received kickbacks or inducements from another bidder, offeror, supplier, manufacturer or subcontractor in connection with their bid/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 great value was exchanged.

NONDISCRIMINATION BY COUNTY: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment.

DEBARMENT STATUS: By submitting a bid or proposal, the bidder or offeror certifies that they are not currently debarred by the Commonwealth of Virginia or the County from participating in this procurement and that they are not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or the County.

PRICE CURRENCY: All prices shall be stated in US dollars.

INFORMALITIES: The County reserves the right to waive informalities. "Informality" means a minor defect or variation from the exact requirements of an Invitation to Bid or Request for Proposal that does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

CANCELLATION: The County may cancel or reject an Invitation to Bid, Request for Proposal, other solicitation, and any bids and proposals submitted in response thereto.

INSPECTION OF SOLICITATION DOCUMENTS AND JOB SITE: The signature of the bidder/offeror on their bid/proposal certifies that they have inspected all documents associated with this procurement solicitation and the job site and are fully aware of the conditions under which the project or work must be accomplished. The County will not consider any claims arising from the failure to inspect the solicitation documents or job site.

eVA ORDERS AND CONTRACTS: This solicitation may result in one or multiple purchase orders with the applicable eVA transaction fee assessed for each order. Potential

contractors desiring to provide goods or services to the County shall participate in the eVA Internet e-procurement solution. If this solicitation is for a term contract, the failure by a potential contractor to provide an electronic catalog (price list) or index page catalog for items being procured may result in rejection of the bid by the County.

ANNOUNCEMENT OF AWARD: The County will post notice of the award or announcing the decision to award a contract as a result of this solicitation in eVA (www.eva.virginia.gov).

IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed, and identified as follows:

From:

Name of Bidder/Offeror

Due Date

Time

Street or Box Number

IFB No./RFP No.

City, State, Zip Code

IFB/RFP Title

Licensed Class A Virginia Contractor No.

Specialty_____

Licensed Class B Virginia Contractor No.

Specialty

Licensed Class C Virginia Contractor No.

Specialty

Virginia SCC Entity ID:

DSBSD-Certified Micro Business or Small Business No. _____

Name of Contract/Purchase Officer or Buyer _____

II. ADDITIONAL PROVISIONS APPLICABLE TO FOR INVITATIONS TO BID

BID ACCEPTANCE PERIOD: Any bid submitted in response to an Invitation to Bid shall be valid for a period of 30 days following the opening of bids. At the end of the 30 day-period, the bid may be withdrawn at the written request of the bidder. Otherwise, the bid remains in effect until an award is made or the solicitation is canceled.

BID EVALUATION AND AWARD PROCEDURE: Net pricing is used to evaluate bids unless provided otherwise in the Invitation to Bid. The contract is typically awarded to the lowest responsive and responsible bidder. The County reserves the right to award multiple contracts in response to an Invitation to Bid.

TIE BIDS: In the case of a tie bid, preference is given to goods, services and construction produced in the County or provided by persons, firms or corporations whose principal place of business is in the County, if such a choice is available. Otherwise, the tie is decided by lot unless the provisions of the Code of Virginia, § 2.2-4324, apply.

NEGOTIATION WITH THE LOWEST BIDDER: When the low bid exceeds budgeted funds, the County may negotiate with the low bidder to attempt to obtain a contract price within the budgeted funds available. Negotiations may include modification of the bid amount, scope of work, and/or specifications.

III. ADDITIONAL PROVISIONS APPLICABLE TO REQUESTS FOR PROPOSALS

PROPOSAL EVALUATION AND AWARD PROCEDURE:

1. For professional services, the County evaluates the proposals based solely on professional competence. Interviews are scheduled with at least the two offerors ranked highest. In these interviews, the parties can discuss professional qualifications, the project under consideration, the project cost, and offerors can be asked to provide a nonbinding estimate of the cost of their services. After the interviews, the County ranks the proposals and enters into contract negotiations with the highest-ranking offeror. If a contract can be negotiated with that offeror at a fair and reasonable price, then the contract is awarded. Otherwise, negotiations are terminated with the first offeror, and the County moves on to the next-ranked offeror until a contract can be awarded.
2. For goods, construction, and nonprofessional services, the County ranks proposals by price and any other specifications set forth in the Request for

Proposals. Interviews are conducted with at least the two offerors ranked highest. Binding prices are obtained during the interviews. After the interviews are complete, the contract is awarded to the offeror submitting with the best proposal.

3. If the County determines in writing that one offeror is clearly more qualified than all others, the interviews mentioned above may be dispensed with and the County may commence contract negotiations with the offeror so designated.

IV. MANDATORY CONTRACT TERMS

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The County may void this contract if Contractor fails to remain in compliance with the provisions of this section.

ANTI-DISCRIMINATION: For any contract greater than \$10,000, Contractor agrees to the following:

1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Contractor, in all solicitations or advertisements for employees placed by it or on its behalf, will state that Contractor is an equal opportunity employer.
3. 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.

4. Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

COMPLIANCE WITH FEDERAL IMMIGRATION REFORM AND CONTROL ACT:

Contractor certifies

that it does not and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

DRUG-FREE WORKPLACE: For any contract greater than \$10,000, Contractor agrees, during performance of the contract, to (i) provide a drug-free workplace for 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 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 Contractor that 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 a site for the performance of work done in connection with a specific contract awarded to a 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.

PAYMENTS TO CONTRACTOR:

1. The County will issue payment to Contractor after satisfactory performance of the contract, in accordance with all provisions thereof, and upon receipt of a properly completed invoice. The

County reserves the right to withhold any and all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

2. Contractor must list all goods and services ordered, delivered, and accepted on all invoices. Invoices shall be sent directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

3. Contractor must select between purchasing card (VISA) or ACH (electronic deposit) as the form of payment by the County. Acceptance of payment by purchasing card usually requires that Contractor have credit card processing capability. The County encourages Contractor to check with its financial institutions to ascertain precisely what is necessary to comply with the purchasing card requirement. The County will not pay additional fees, convenience fees and/or surcharges in excess of the purchase order or contract amount. The County will make all payments by purchasing card when Contractor has indicated, either directly or indirectly, that credit card is an acceptable method of payment.
4. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days. The date of postmark shall be deemed the date of payment when payment is made by mail.
5. All goods or services provided under this contract or purchase order shall be billed by Contractor at the contract price regardless of which County department is billed.

CONTRACTOR'S PAYMENTS TO SUBCONTRACTORS:

1. Contractor shall take one of the two following actions within seven days after the receipt of amounts paid by the County for work performed by any subcontractor under the contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the contract; or
 - b. Notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid after seven days following its receipt of payment from the County for work performed by the subcontractor under the contract, except for amounts withheld as allowed by Paragraph (1)(b) above. Interest shall accrue at the rate of one percent per month.
3. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
4. Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of

providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

5. If this contract is for construction, Contractor shall pay the entire amount of an invoice issued by a subcontractor within 60 days of the receipt following satisfactory completion of the work covered by the invoice even if Contractor has not received payment from the County for that work. Contractor shall not be liable for amounts reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that Contractor withholds all or a part of the amount invoiced by the subcontractor, Contractor shall notify the subcontractor within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lowertier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor's receiving payment for amounts owed to that contractor.

PERFORMANCE AND PAYMENT BOND REQUIREMENTS:

1. For contracts involving nontransportation-related public construction contract exceeding \$500,000 to any prime contractor; or transportation-related project authorized pursuant to Code of Virginia, § 33.2-208, *et seq.*, exceeding \$350,000 that is partially or wholly funded by the Commonwealth of Virginia, Contractor is required to furnish the following:
 - a. A performance bond, in a form acceptable to the County, in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract.
 - b. A payment bond, in a form acceptable to the County, in the sum of the contract amount. Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the prosecution of the work provided for in such contract and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work.
2. Bonds shall be executed by one or more surety companies selected by Contractor which are legally authorized to do business in Virginia.
3. Bonds shall be made payable to the County and filed at the County's offices.

4. Contractor may require each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the subcontract conditioned upon payment to all persons performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.
5. In lieu of a payment or performance bond, Contractor may furnish a certified check, cashier's check, or cash escrow in the face amount requirement for the bond.
6. Performance and payment bonds may be required for construction contracts and other contracts which fall outside the scope of this section. Please refer to the County's procurement solicitation for any additional bonding requirements, which are incorporated herein by reference.

INSURANCE: Contractor certifies that it and any subcontractors will maintain these insurance coverages during the contract term and that all coverage will be provided by companies authorized to sell insurance in Virginia:

1. Workers' Compensation - Statutory requirements and benefits.

2. Employer's Liability - \$100,000.

2. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Warren, Virginia shall be added as an additional insured to the policy by an endorsement.

3. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the County is to be used in the contract. Contractor must assure that the required coverage is maintained by Contractor (or thirdparty owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design,	\$1,000,000 per occurrence, \$3,000,000 aggregate
Inspection or Abatement Contractors,	

Health Care Practitioner (to include
 Dentists, Licensed Dental Hygienists,
 Optometrists, Registered or Licensed
 Practical Nurses, Pharmacists,
 Physicians, Podiatrists, Chiropractors,
 Physical Therapists, Physical Therapist
 Assistants, Clinical Psychologists,
 Clinical Social Workers, Professional
 Counselors, Hospitals, or Health
 Maintenance Organizations.)

Code of Virginia § 8.01-581.15

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

ASSIGNMENT OF CONTRACT: Contractor may not assign this contract in whole or in part without the written consent of the County.

CHANGES TO THE CONTRACT: Changes to the contract may only be made as follows:

1. The terms, conditions, or scope of the contract may be modified by a written addendum executed by the County and Contractor. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of the contract addendum.
2. The County may order changes within the scope of the contract at any time by written notice to Contractor including, but not limited to, changes to the services to be performed, the method of packing or shipment, and the place of delivery or installation. If the County issues a change order that requires an adjustment to compensation, Contractor shall be compensated for any additional costs incurred as the result of the order and the County shall be

credited for any savings. Contractor must assert any claim for an adjustment in price by written notice to the County within 30 days from the date of receipt of the change order. Any adjustment to compensation shall be determined as follows: (a)

By written agreement of the parties;

(b) If the work can be expressed in units, by agreeing upon a unit price or using a unit price set forth in the contract, and Contractor accounts for the number of additional units of work performed, subject to reasonable verification by the County; or

(c) By Contractor proceeding with the work and keeping a record of all costs incurred and savings realized, including adjustment for overhead and profit if provided by the contract. Upon completion of the work, Contractor shall present the County with all vouchers and records of expenses incurred and savings realized.

The County shall have the right to audit Contractor's records to verify costs and savings.

TAXES: Sales to the County are normally exempt from Virginia sales tax. Virginia sales and use tax certificates of exemption, Form ST-12, will be issued upon request. If sales or deliveries under the contract are not tax-exempt, Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits Contractor from offering a tax-included price.

EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS: The County or any of its duly authorized representatives shall have access to and the right to examine Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for five years after final payment.

AVAILABILITY OF FUNDS: The parties expressly acknowledge and agree that the County's obligations under this contract are expressly contingent upon appropriation by the County's Board of Supervisors.

TERMINATION FOR CONVENIENCE: The County may terminate this contract for convenience at any time, in whole or in part, upon giving Contractor 60 days' notice of such termination. Upon such termination, Contractor shall immediately cease work and remove all of its labor forces and materials. Contractor shall also take such steps as the County may require to assign to the County Contractor's interest in all subcontracts and purchase orders designated by the County. After all such steps have been taken to the County's satisfaction, Contractor shall receive the following as payment in full:

1. All amounts otherwise due under the terms of this contract at the time of termination.

2. Amounts due for work performed between the date of the most recent invoice and the date of termination.
3. Reasonable compensation for the actual cost of demobilization incurred by Contractor as a direct result of such termination. Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or other damage.

TERMINATION FOR CAUSE:

1. The County may terminate the contract for cause on the following grounds:
 - a. Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of insolvency.
 - b. Contractor persistently or repeatedly refuses or fails to provide the goods and services required under the contract.
 - c. Contractor fails to make prompt payment to subcontractors or vendors.
 - d. Contractor violates laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract.
2. Prior to termination of the contract, the County shall give Contractor 10 calendar days' written notice to all an opportunity to cure the default. If cured to the County's satisfaction within 10 days, the County may rescind the notice of termination. Otherwise, the termination for cause shall become effective at the end of the 10-day notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, upon receipt of reassurances from Contractor that the default will be cured in a time and manner which the County finds acceptable. If at any time more than 10 days after the notice of termination, the County determines that contractor has not or is not likely to cure the default in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to Contractor.
3. Notices of termination, whether initial or given after a period of postponement, may be served upon Contractor by mail or any other means to the address provided in their proposal. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
4. Upon termination of the contract, the County may take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method it deems expedient. In such case, Contractor shall not be entitled to receive any further payment. If the expense of finishing the work,

including compensation for additional managerial and administrative services exceeds the unpaid balance of the contract price, Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.

5. Termination of the contract under this section is without prejudice to any other right or remedy of the County, including the right to procure services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs.

HOLD HARMLESS AND INDEMNIFICATION: Contractor shall defend, indemnify and hold the County, and County's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, reasonable attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Contractor, its employees, agents, and volunteers, or incurred by or claimed against the County, County's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by Contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss, any adverse regulatory, agency or administrative sanctions or civil penalties incurred by the County due to the negligent, fraudulent, or criminal acts of Contractor or any of Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of Contractor. Unless otherwise provided by law, Contractor's indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the expiration or termination of the contract.

AS BUILT DRAWINGS: Contractor shall provide the County a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. Contractor shall also provide the County with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the County upon completion of the work and prior to final payment.

WORK SITE DAMAGES: Contractor shall repair any damage to utilities, equipment or finished surfaces resulting from the performance of this contract to the County's satisfaction at Contractor's expense.

RIGHT IN DATA AND PATENT RIGHTS (OWNERSHIP AND PROPRIETARY INTEREST): The

County shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the contract.

CONTRACTUAL CLAIMS: All contractual claims for monetary or other relief shall be adjudicated utilizing the procedures set forth in § 38A-12.3 of the Code of the County of Warren, Virginia, which are incorporated herein by reference.

ENTIRE AGREEMENT: This contract constitutes the entire understanding and agreement among the parties with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements among the parties concerning the same subject matter.

SEVERABILITY: If any provision of this contract is declared invalid, illegal or unenforceable by a court of competent jurisdiction, the balance of this contract shall remain in full force and effect.

CONSTRUCTION: This contract represents a fully-negotiated agreement among sophisticated parties with the opportunity to consult with legal counsel and any ambiguity shall not be construed against any party.

APPLICABLE LAW AND FORUM SELECTION: This contract shall be construed in accordance with the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by a Virginia court of competent jurisdiction.

END OF GENERAL TERMS AND CONDITIONS

VI. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are mandatory for sealed competitive bidding and/or sealed competitive negotiations as appropriate. Other Special Terms and Conditions may be added as appropriate for the procurement method and needs of the County. In the event there is a conflict between any General Terms and Conditions and Special Terms and Conditions, Special Terms and Conditions shall govern.

AS BUILT DRAWINGS: The contractor shall provide the County a clean set of reproducible “as built” drawings and wiring diagrams, marked to record all

changes made during installation or construction. The contractor shall also provide the County with maintenance manuals, parts lists and a copy of all warranties for all equipment. All “as built” drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the County upon completion of the work and prior to final payment.

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia and/or the County, whichever is sooner. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

AWARD OF CONTRACT:

A. Request for Quotes and Competitive Sealed Bidding award shall be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the County. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable.

B. Competitive Negotiation selections shall be made on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror(s) which, in its opinion, has made the best proposal, to meet the County’s needs and shall award the contract to that offeror. The County reserves the right to make multiple awards as a result of the solicitation. The County may cancel Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous in accordance with the Code of Virginia, § 2.2-4359D. 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 than the others under consideration, a contract may be negotiated and awarded to that offeror. The award

document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

CANCELLATION OF CONTRACT: The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 30 days. At the end of the 30 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

BID EVALUATION AND AWARD PROCEDURE: The IFB must specify how the award will be made, e.g., line item, extended grand total lump sum, hourly rate, etc., and if single or multiple awards. If the award is to be made on other than a lump sum, single hourly rate, or line item basis, the IFB must specify how the low bidder will be determined. The use of hypothetical situations, e.g., certain number of hours times the hourly rates, etc. is recommended. Such scenarios detailing the evaluation equation must state the factors that will be considered (hourly rates, overtime rates, holiday rates, cost of materials used, etc.) - e.g., hourly rate X 25 + overtime rate X 10 + holiday rate X 3 + price for CH&E pump model #4200 = Total sum. Weighted percentage factors times the bid rates may also be used; however, the percentage factors to be used must be shown in the IFB. Except when life cycle costing principles are employed, price is the sole determining factor under IFB procedures if the bidder is a responsive and responsible bidder.

CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$750,000 or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for

electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____
Specialty:

Licensed Class B Virginia Contractor No. _____
Specialty:

Licensed Class C Virginia Contractor No. _____
Specialty:

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the County in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

eVA ORDERS AND CONTRACTS: The solicitation/contract will result in one or multiple purchase order(s) with the applicable eVA transaction fee assessed for each order. Vendors desiring to provide goods and/or services to the County shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the County to reject your bid/offer or terminate this contract for default.

INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County.

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER:

Pursuant to Code of Virginia, §2.2- 4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to

Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the County's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

E-VERIFY PROGRAM: EFFECTIVE 12/1/13. Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with the County to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with the County for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the EVerify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

PROCUREMENT OF RECOVERED MATERIALS:

A. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2)

fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

B. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

END OF SPECIAL TERMS AND CONDITIONS

6.0 SIGNATURE SHEETS

In compliance with VA Code § 2.2-4343.1, Warren County, VA does not discriminate against faith-based organizations.

My signature certifies that the quote as submitted complies with all Terms and Conditions as set forth in this Request for Quote.

My signature further certifies that this quote is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quote for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder. To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____

Telephone Number: _____

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration **or** justification for non-registration, per the requirements in Sections 6.31 and 9.21. Please complete this Proof of Authority to Transact Business in Virginia form and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information Pursuant to VPPA §2.2-4311.2, the bidder must include the following information:

- is a corporation or other business entity with the following SCC identification number:

-OR-

- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's outofstate location)

-OR- is an out-of-

state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757, § 13.11351 or §

50-73.53 or other applicable provisions in Titles 13.1 or 50 of the Code of Virginia.

Attach opinion of legal counsel of bidder to this form.

- NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The County of Warren reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

Note: The following information is required as part of your response to this solicitation.
Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**

Name: _____ Phone: _____

3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Indicate below a listing of three (3) references for like jobs the Contractor has performed for a municipal government in Virginia immediately preceding this bid, including a contact person, address, and phone number.

A.

Company: _____	Contact: _____
Date of Service: _____	
Phone: _____	

B.

Company: _____	Contact: _____
Date of Service: _____	
Phone: _____	

C.

Company: _____	Contact: _____
Date of Service: _____	
Phone: _____	

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered in to any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2026

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, 2026

Notary Public Signature

My Commission Expires: _____(SEAL)