

REQUEST FOR PROPOSALS (RFP)

Lawn Mowing and Landscaping Services for Various Locations RFP # 2021-02

Proposal Deadline: Wednesday, March 31, 2021, 11:00am

Overview

The County of Sussex is seeking proposals from Contractors who are not only capable of performing the attached scope of work but are also take pride in their finished product. The contractor must currently be in the business of providing turf, landscaping maintenance services, and irrigation system work. All applicable federal, state, and local laws, ordinances and regulations must be adhered to. Services to commence April 5, 2021.

Contractors submitting a proposal should review the procurement requirements listed. Specifically, the selected Contractor will be required to:

- Execute a Master Services Agreement with the County of Sussex;
- Complete applicable forms and certifications;
- Maintain General Liability Insurance as set out in Exhibit A
- Maintain Workers Compensation Insurance as set out in Exhibit A; and
- and business automobile liability as set out in Exhibit A and furnish proof of such insurance;

Bidders are encouraged to attend a pre-proposal meeting March 29, 2021 at 10am at 20135 Princeton Road (Administration Building) when County staff will review regulations and requirements, answer questions, and provide a tour.

No Contractor who is the recipient of County of Sussex funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran status, physical or mental disability or perceived disability, or other criteria protected by law.

Discriminatory practices based on the foregoing are declared to be contrary to the public policy of the County. The County of Sussex complies with all Equal Employment Opportunity requirements.

The selected contractor will report to the Director of Public Works or his/her designee.

Proposal Submittal

Proposal responses shall be submitted on the Proposal Submission Form (page 14). All costs are to be final, unless the County and chosen Offeror(s) agree in writing to different costs or rate schedules.

Proposal must include a minimum of three professional references. These references should be attached to the Proposal Submission Form and include current contact information including name, address, telephone number and email address.

Please direct any questions regarding proposal submission to the Public Works Director listed on Page 10

Completed proposals must be received no later than March 31, 2021, 11:00 am and delivered to: County of Sussex, P.O. Box 1397; 20135 Princeton Road, Sussex, VA 23884, clearly marked "Lawn Mowing and Landscaping Services".

NOTE: The County reserves the right to reject any and all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the County's sole discretion.

Selection of Contractor

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors set out in this RFP, including price. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. Awards may be made to more than one offeror. 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.

Proposal Requirements and Examination of Work to be Performed

The Contractor selected will be required to submit a Certificate of Insurance naming the County of Sussex as an additional insured, which will be reviewed by the County Administrator's Office.

A contract will then be negotiated between the Contractor and the County, with each agreeing to the terms of the contract and affixing authorized signatures. The contractor will be required to complete all forms and certifications required by the County, State and Federal governments. The County may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

The contractor is required to thoroughly examine the request for proposal requirements and the work contemplated, and it will be assumed that the contractor has investigated and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.

Before submitting the request for proposal, the contractor shall examine the scope of work and visit the site of the work to become familiar with the working conditions and the exact nature and extent of the work taking into account any special or unusual features peculiar to this project. By submitting a proposal, the contractor, if selected for award, shall be deemed to have accepted the terms of this RFP.

For complete bid packages, please contact Sussex County Administration at (434) 246-1000.

Section 1

GENERAL

This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the contractor to be demonstrated in the areas of expertise necessary to the contract. There are mandatory requirements to be met, but should the contractor foresee the need for qualification of the effort or additional requirements, concise and relevant discussion is encouraged. Questions from contractors shall be accepted by the County Administrator via email or phone. Emails shall be submitted to jgary@sussexcountyva.gov or by phone 434-246-4392.

SCOPE OF SERVICES, BACKGROUND, AND PURPOSE

Section 2

This scope of work pertains to the requirements of maintaining grass and landscaped areas at various locations in the County. As part of the response to this RFP, bidders if awarded will be required to submit a weekly report showing what tasks were completed. The overall responsibility of the Contractor is to coordinate, plan, manage, and perform activities described in this RFP to maintain an acceptable appearance in those areas included in the RFP.

The Contractor shall furnish all labor and materials necessary to perform the mowing and landscaping maintenance tasks in the RFP. Contractor shall complete all the tasks listed below and will comply with all therequirements and specifications.

It shall be the Contractor's responsibility to verify the areas, sizes and quantities of the surfaces and items to be maintained in this RFP. Failure of the Contractor to verify the listed amounts shall not relieve the Contractor of the responsibility to provide all services required to the standards included herein, for the prices submitted in Contractors proposal.

2.1 HOURS WHEN WORK IS TO BE PERFORMED

All work is to be performed Monday through Friday. No work shall be done on Saturday or Sunday without written permission from the County. The selected Contractor will have to work around scheduled County of Sussex recreation activities and events and adjust their schedules accordingly. The Contractor shall consult the County of Sussex County Administrator or his/her designee for coordination.

2.2 SCHEDULING OF WORK- BEGINNING OF CONTRACT TERM

A. At least five (5) business days prior to the commencement of the contract, the Contractor shall submit in writing to the County Administrator or his/her designee, the name of the On-site Supervisor authorized to act for the Contractor in every detail for the lawn mowing and landscape services.

B. At least five (5) business days prior to the commencement of the contract, the County Administrator or his appointee will confer with the Contractor and review the total specification requirements, total workload and the lawn mowing and landscaping services proposed by the Contractor.

2.3 SPECIFICATIONS

The lawn and landscaped areas must be maintained and serviced at the frequency and to the standards as detailed in these specifications. The County Administrator or his/her designee shall determine whether

the tasks have been performed, and that the performance is in accordance with the standards set forth in these specifications. Failure to perform a task or to perform a task to the specified standard will result in reductions in the Contractor's monthly invoice.

Landscape Maintenance Standards and Specifications

Overview: The following standard outlines the scope of services and responsibilities required of the Contractor, but may not be inclusive of the entire scope of services. The specifications outline the quantity and category of work required. Other parts of the contract (**not included here**) provide requirements such as insurance and licensing standards, hours of work, work authorizations, etc.

A. GENERAL STANDARDS

1. GUARANTEE AND REPLACEMENT

- a. Contractor shall replace, at no additional cost to County, any turf, plant materials or any other County property damaged as a result of improper maintenance attention or procedures. Replacement material shall be of the same size and variety as the dead or damaged material. Property damage must be done within two weeks of identification of damage. Alternatives to size, variety and scheduling of replacement must have written permission of The County. Contractor is
- b. not responsible for losses, repair or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of others over whom they have no reasonable control. Contractor shall inform the County on a monthly basis of plant losses unrelated to the
- c. maintenance activities, provide the County with a probable cause of the plant loss, and provide recommendations for replacement along with pricing for replacement.

2. CONTRACTOR RESPONSIBILITIES

- a. Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices (BMP's) regarding: safety, hazardous materials spill response, lawn care, plant health, pruning, and integrated pest management. The County reserves the right to demand the replacement of Contractor's staff who do not meet the County's standards for safety, professionalism, or horticultural knowledge.
- b. Provide an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Provide mobile numbers for the landscape maintenance manager and site supervisor.
- c. Attend meetings and site inspections of the grounds as requested.
- d. Contractor shall maintain a computerized log of activities performed and provide a written copy monthly.
- e. Establish a schedule/chart for regular maintenance activities by area and submit to County for review. Contractor to review proposed schedules with the Contract Manager at the regularly scheduled meetings and adjust as necessary to avoid conflicts.

B. SCOPE OF WORK

1. GENERAL PRACTICE GUIDELINES FOR MATERIALS AND EXECUTION

- a. This document is intended as a benchmark of the County's minimum standards for maintenance, repair and improvements. However, the County respects the Contractor as a professional and as such, will take under consideration, any and all recommendations made by the Contractor. Contractor shall furnish all labor, equipment, and materials necessary to complete the maintenance
- b. of turf and plantings, as specified herein. It is the intent of the County that this site be maintained in a resource-efficient, sustainable, and cost-effective manner.
- c. Maintenance shall consist of spring removal of old mulch, pruning, mowing, Pest Management (including prairie dog mitigation), weed/insect/disease control, litter control and any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous,

and healthy growth of turf and landscape plantings.

All turf shall be mowed with professional quality turf-mowing equipment.

- d. Contractor is encouraged to use non-polluting devices like rakes and brooms when feasible.
- e. The County prefers that blowers and other power equipment are low-decibel, low-fossil fuel consumption, and low-emissions models.
- f. Contractor is encouraged to develop cultural practices which incorporate on-site recycling of organic materials, such as leaves and grass clippings, and the use of recycled materials in its maintenance operations.
- g. Contractor shall visually inspect all landscape areas monthly from April through September to identify potential pest problems. Pest problems include insect, disease, and weed infestations. The presence of a pest does not necessarily mean there is a problem. Contractor shall keep written records of pests identified and areas where problems may be developing.
- h. Control of Weeds: Use cultural methods (mulch, proper pruning,) to encourage plant health and growth and discourage weeds. Keep planter beds and tree wells free of weeds and debris on a rotational basis, weekly throughout the year by hand pulling or other mechanical means. Entire site shall be weeded by hand or mechanical weeding methods that remove the roots every week. Ground covers are to be trimmed so they meet but do not grow over walkways or outside any of the planters.

2. NOXIOUS WEED CONTROL

- a. Noxious Weed list can be found on the **VA Dept. of Agriculture & Consumer Services** web site <https://www.vdacs.virginia.gov/plant-industry-services-noxious-weeds.shtml>
- b. Noxious weeds must be bagged and disposed of at the landfill.
- c. Non-designated and weeds of concern shall be controlled with ongoing landscape management techniques.

C. MATERIALS AND EXECUTION – TURF MAINTENANCE

1. TURF MOWING

- a. All turf will be mowed with professional quality turf mower equipment. Pricing assumes that bagging and removing clippings will be required only when excessive leaf debris is present, turf is too long to mulch, or when moisture conditions are too high to allow effective mulching without substantial clumping of turf debris.
- b. Prior to each mowing, remove all litter and debris from lawn areas. Formal turf areas shall be mowed per the schedule below and maintained at a height of no less than 2-1/2 inches and no more than 3 inches.
- c. Alternate mowing direction where feasible every mowing. Maintain a uniform lawn height free from scalping.
- d. The County and the Contractor will evaluate and determine any areas that require bagging and removal of clippings on a regular year-around basis.
- e. Contractor is responsible for any damage incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to the County. Properly maintained tree wells are encouraged to minimize such damage.
- f. Clippings will be swept or blown from hardscapes after each mowing. Sweeping is encouraged when feasible.

2. TURF MOWING SCHEDULE

Month	Number of cuts
March	Pre-emergent/aerate
April	Weekly
May	Weekly
June	Weekly

July	Weekly
August	Weekly
September	Weekly
October	Bi-weekly
November	Bi-weekly/leaves

NOTE: Base Contract price includes approximately 28 mowing per the mowing schedule. Schedule of services may be altered per the County's request or as required by climatic conditions.

3. TURF EDGING AND TRIMMING

- a. Mechanically trim all landscape turf edges once a month. Edges include all formal lawn perimeters and tree wells in lawn areas. In April, June, and August, redefine all formal lawn edges with a mechanical blade-type edger or hand spade. Clean debris from hardscapes and non-turf landscape areas. Remove larger debris.
- b. Trim all formal lawn areas that cannot be reached by a mower after each mowing. Areas to be trimmed include any lawn adjacent to poles, signs, bollards, trees, walls and all other obstacles. Perform trimming to the same height as mowing. Clean debris from hardscapes and non-turf landscape areas, remove larger debris.
- c. Contractor shall trim around all guardrails every other mowing.
- d. Contractor is responsible for any damage incurred as a result of trimmer or edger damage to trees and shrubs and must repair or replace any such damage at no cost to the County. Properly maintained tree wells are encouraged to minimize such damage.

D. MATERIALS AND EXECUTION - GENERAL AREA MAINTENANCE

1. LEAF AND BRANCH REMOVAL

- a. Keep walks, patios, planting beds, roadway gutters and lawn areas free of leaves on a weekly basis throughout the year.
- b. In autumn, leaf removal shall occur at each visit as needed to prevent smothering of turf and groundcovers and excessive clumping when mulch mowing. The County's preference is that whenever safety and plant health are not compromised that leaves remain on-site and are incorporated into mulch under plantings. Remove leaves from site only as needed to maintain a neat appearance and the health of the planting.

2. LANDSCAPE DEBRIS REMOVAL

- a. Remove biodegradable landscape debris (turf clippings (limited to only those times when mulch mowing is not possible), leaves, branches, dead plant material, etc.) to yard refuse recycling sites. Acceptable sites include topsoil producing facilities and/or other facilities, which utilize yard waste for landscape purposes. No biodegradable material should be disposed of as garbage, except noxious weed debris.

3. LANDSCAPE TRASH REMOVAL

- a. Remove all trash from landscaping beds and turf areas. Contractor shall haul it away for appropriate disposal.

4. MULCH REPLACEMENT

- a. Early spring Contractor shall remove old mulch and replenish mulch to maintain a depth of no less than two and a half inches (2-1/2") in all planting areas and tree wells. Established beds where plant foliage or groundcover completely covers the soil surface require no additional mulch. Keep mulch at least two to three inches (2 - 3") away from the crown of plants and trees.
- b. After leaf removal in Fall, a light mulching is to be done in all landscaping to maintain the 2 1/2" depth in all planting areas.
- c. Mulch shall be brown shredded hardwood.
- d. "Red" bark mulch or dust shall not be used.

2.4 PROPERTIES AND LOCATIONS OF WORK TO BE PERFORMED UNDER RFP (measurements are approximate):

LOCATIONS	AREA DESCRIPTION
<p>1. Administration Building 20135 Princeton Road Sussex, VA 23884</p>	<p>See attached picture</p> <p>On-Campus</p> <p>Labeled A</p>
<p>2. Newsome Human Services Building 20103 Princeton Road Stony Creek, Virginia 23882</p>	<p>See attached picture</p> <p>On-Campus</p> <p>Labeled B</p>
<p>2. Sussex General District & Juvenile & Domestic Courts 15098 Courthouse Road Sussex, Virginia 23884</p>	<p>See attached picture</p> <p>On-Campus</p> <p>Labeled C</p>
<p>3. Treasurer/Commissioner or Revenue/Clerk of Court 15074 Courthouse Road Sussex, Virginia 23884</p>	<p>See attached picture</p> <p>On-Campus</p> <p>Labeled D</p>

<p>4. Animal Shelter/ Robinson Road Landfill 14493 Robinson Rd, Stony Creek, VA 23882</p>	<p>See attached picture On Campus Labeled E</p>	
<p>5. Gin Hill Landfill</p>	<p>See attached picture Off-campus Labeled F</p>	

2.5 CONTRACTOR’S EMPLOYEES

- A. Personnel employed by the Contractor shall be capable employees qualified in this type of work. A fully qualified work force shall be maintained throughout the period of this contract. All personnel shall receive close and continuing first-line supervision.
- B. The Contractor’s supervisors shall be fully and adequately trained and have experience in lawn and landscaping supervision sufficient in scope to meet the approval of the Contract Manager.
- C. The Contractor shall employ the quantity and quality of supervision necessary for both effective and efficient management of lawn and landscaping operations at all times.
- D. Contractor shall be liable for any damages caused directly or indirectly by its employees.

2.6 REDUCTIONS IN PAY

- A. Reductions for below standard work will be made if, after the second documented notification, the Contractor has not corrected the deficiency and County worker(s) are assigned to perform the task(s) or was not completed at all by the contractor.
- B. Reductions for non-performance will be made if the task(s) was not done and County worker(s) have to be assigned immediately to perform the task(s).
- C. Reductions for A. and B. above will be based on the hourly billing rate of the County employee(s) plus benefits assigned to perform the task(s) times the hour(s) required for County worker(s) to perform the task(s). If the work was not performed by the contractor and was just omitted, a deduction based on percentage of the overall monthly bill minus the work not completed will be calculated and the bill adjusted accordingly.

2.7 PAYMENT TO CONTRACTOR

- A. At the end of each month, the Contractor shall render to the County Administrator their invoice, for the services provided during the preceding month. The invoice shall not exceed 1/9th of the annual base amount of the contract.
- B. All Alternate Tasks that were performed during that month shall be itemized separately.
- C. The County Administrator or his designee shall review the invoice and any necessary reductions which must be made in accordance with the conditions of the Contract. Should the Contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

2.8 CHANGES TO THE SCOPE OF WORK AND TERMINATION OF CONTRACT

- A. The County Administrator at any time may have to change the scope of the contract by written contract modification agreed to by the parties. On the designated effective date, the Contractor shall make the required changes in his/her operation.
- B. Upon receiving notice of the change, the Contractor's monthly invoice shall be adjusted if necessary to reflect the value of the change in the services under this contract.
- C. The County may cancel the contract at any time for any reason upon giving 30 day written notice to the Contractor.
- D. The County shall have the right to cancel this Agreement immediately without prior notice for any breach of any provision of the contract if not cured within 7 days from written notice from the County.

2.9 INSPECTIONS AND APPROVAL OF WORK

- A. The County will demand strict conformance to the standards and frequency specified. The County Administrator or his/her designee will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished.
- B. The County Administrator or his/her designee will enforce the standards of this contract.

2.10 ON-SITE SUPERVISION AND TRAINING

- A. The successful Contractor shall provide an On-site Supervisor who speaks and writes fluent English and will represent the Contractor concerning this Contract. This On-site Supervisor will make routine communications with the appropriate County Administrator or his/her designee to receive instructions or other input regarding lawn mowing and landscaping services needs and activities.
- B. The On-site Supervisor is responsible for directing the Contractor's work force and accountable for all activities and behavior of all personnel assigned by the Contractor to perform work under this Contract.
- C. The Contractor shall be responsible for training and safety precautions for Contractor employees performing work under these specifications.

2.11 CONTACT INFORMATION

County Administrator

Richard Douglas

County Administrator

Office: 434-246-1037

P.O. Box 1397, 20135 Princeton Road,
Sussex, VA 23884

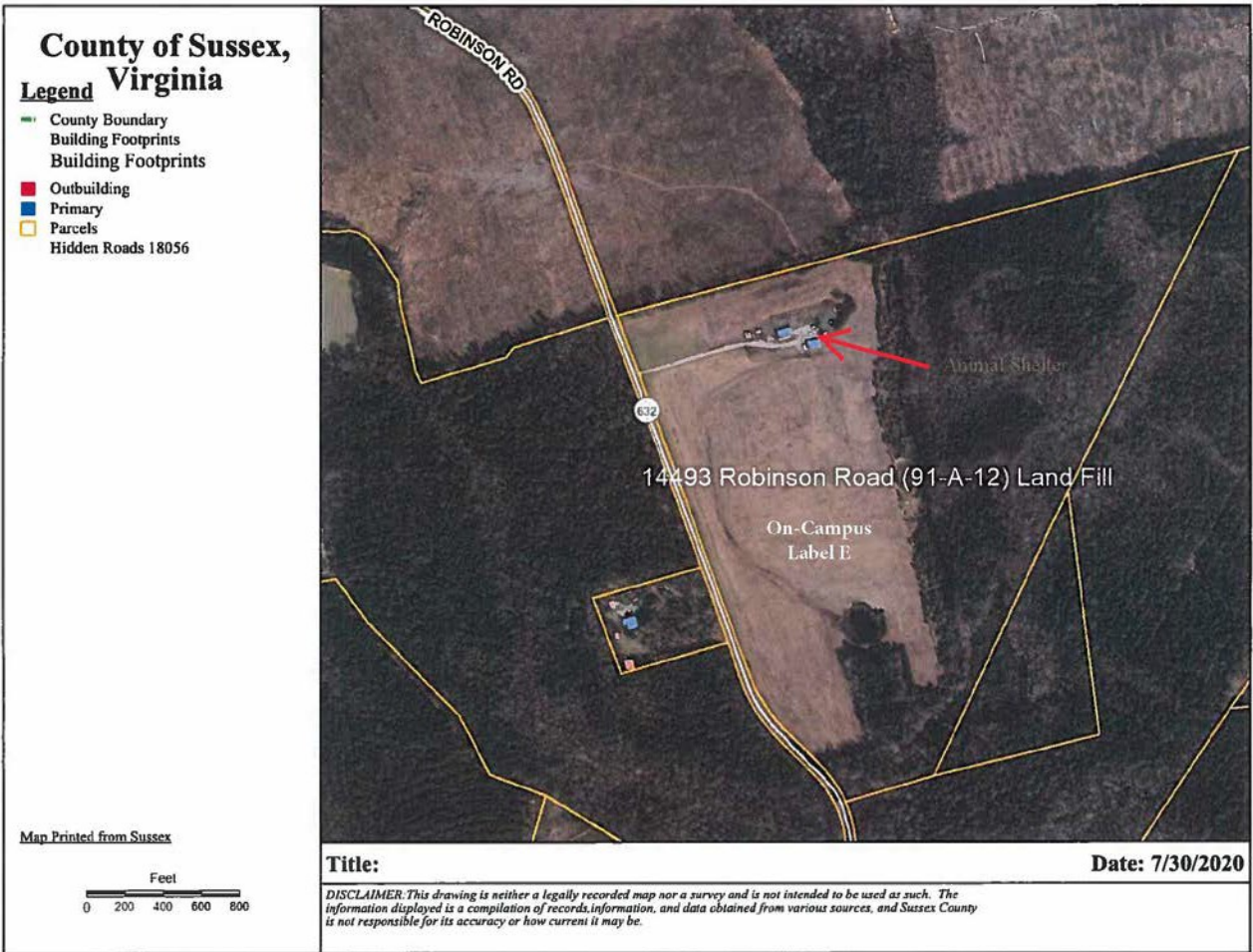
Email: rdouglas@sussexcountyva.gov

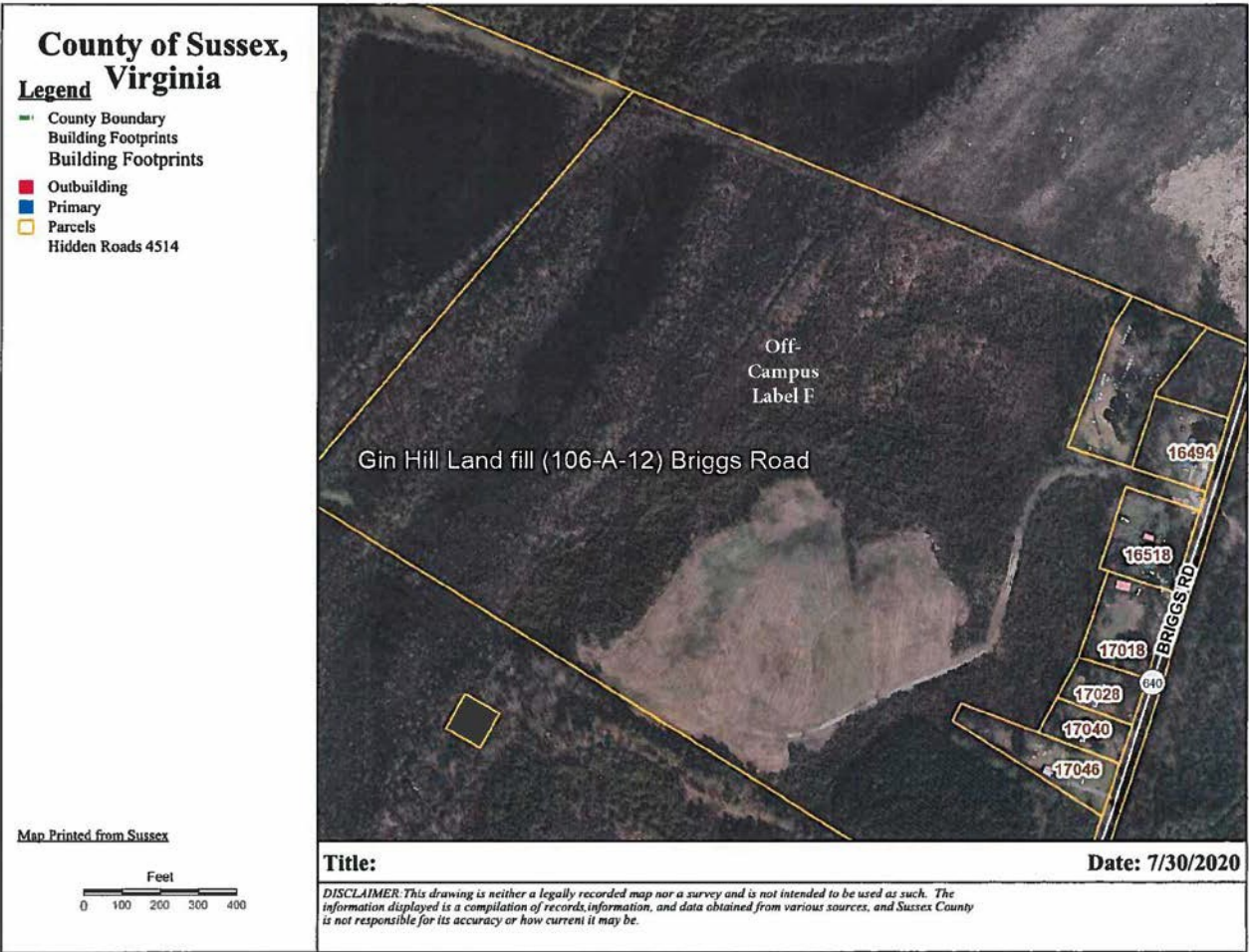


Title:

Date: 7/28/2020

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Sussex County is not responsible for its accuracy or how current it may be.





Attachment A
General Conditions and any Special Conditions
The following conditions shall apply to any contract resulting from this RFP:

Termination for Convenience. The County shall have the right to terminate this contract at its convenience, with or without cause, 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 shall become the property of the County.

Assignment of Interest. The Contractor shall not assign any interest in the resulting contract and shall not transfer any interest in the same without prior written consent of the County which the County shall be under no obligation to grant.

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.

Governing Law. The laws of the Commonwealth of Virginia shall govern this contract and all litigation to enforce any provision of the contract shall be brought in the Courts of Sussex County, Virginia.

Worker's Compensation Insurance shall be in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:

Bodily Injury by accident, \$100,000 for each accident;

Bodily injury by disease, \$500,000 policy limit;

Bodily Injury by disease, \$100,000 for each employee.

Public 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.

Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.

The insurance specified herein shall name the County of Amelia as additional insured with regard to work performed under any subsequent contract. The policy(ies) shall provide that the County is to receive written notice by certified mail, sixty (60) days in advance of cancellation or alteration of the policy(ies). Contractor shall provide the County with copies of certification of insurance coverage and proof of payment of all premiums.

Ethics in Public Contracting. Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act (Va. Code §2.2-4367 et seq.), and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

Partial Invalidity. Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of this contract, nor of any power herein reserved to the 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 the County to require compliance with any term or condition of any contract shall neither be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

Indemnity. The Contractor shall indemnify and hold harmless the County of Amelia and its officers and employees, against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1)

are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law. The County is not permitted under Virginia law to provide a similar blanket indemnification to the Contractor, and any proposal including such a requirement may be deemed non-conforming.

Subcontractors and Assignments. The Contractor shall not sublet or assign this contract or any portion thereof without the prior written consent of the County. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by the County to permit the County to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to the County for approval. The subcontract shall incorporate by reference all provisions and conditions of this contract.

The County 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 the 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 the County .Examination of Records. The Contractor agrees that the County of Amelia or any duly authorized representatives shall, until the expiration of three (3) years after final payment hereunder, 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.

Attorney 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 be responsible for its own attorney fees.

Contractual Disputes. Contractual claims, whether for money or other relief, shall be submitted by Contractor in writing no later than sixty days after final payment; however, written notice of Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Owner shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless Contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.

Payment of Subcontractors. Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Contractor under this contract for work performed by a subcontractor under this contract:

(a) Pay the subcontractor for the proportionate share of the total payment received by Contractor attributable to the work performed by the subcontractor under this contract, or

Notify the Owner (Locality, Commission, Board, Authority, etc.) and the subcontractor, in writing, of Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

Contractor shall pay interest to subcontractors on all amounts owed by Contractor that remain unpaid more than seven days following receipt by Contractor of payment for work performed by subcontractors under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the Owner, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

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-tiered subcontractor.

Nondiscrimination. During the performance of this contract, the contractor agrees:

(a) not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

Notices setting forth the above language shall be posted in conspicuous places, available to employees and applicants for employment.

(b) The Contractor, in all solicitations or advertisements for employees placed by or on the Contractor's behalf, will state that such contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the above requirements.

(d) The Contractor will include the provisions of paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-Free Workplace. During the performance of this contract, Contractor agrees to:

(a) provide a drug-free workplace for Contractor's employees;

(b) 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;

(c) 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

(d) 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.

during the performance of this contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth; provision of SCC Identification Number.

Contractor, whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Contractor shall provide the County with its State Corporation Commission Identification Number.

If Contractor 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, Contractor shall provide the County with a statement describing why it is not required to be so authorized.

Failure to comply with provision shall result in the Contractor not receiving an award of this Agreement unless a waiver of this requirement is granted by the County Administrator. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement, and such failure to comply with this provision may result in the County voiding this Agreement as authorized by Section 2.2-4311.2 of the Code of Virginia.