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The County of
Powhatan

Request for Proposal
Parks and Recreation Vendor Proposal for Concessions

Issue Date: August 10, 2022

Due Date: Sealed proposals will be received until 2:00 pm
August 31, 2022.

Title: Concessions Vendor Proposal

Issuing Entity: County of Powhatan, Virginia
Department of Parks and Recreation

Period of contract: August 31, 2022 through August 31, 2023
Contract may be renewed four times by mutual consent of all
parties (total of five consecutive years)

All inquiries for information should be directed to: William Hagy, Deputy County Administrator
County Administration
Email: whagy@powhatanva.gov
Phone: 804-598-3719

Proposals shall be mailed, delivered by courier, or hand delivered to:
County of Powhatan
County Administration
Attention: Will Hagy
3834 Old Buckingham Road, Suite A
Powhatan, VA 23139

PRE-SUBMISSION CONFERENCE: None

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

Obligation of Vendor: By submitting a proposal, the Vendor covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.

Vendor further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with contract and in accordance with anti-collusion regulations, drug free workplace regulations and the Immigration Reform and Control Act 1986.

Name and Address of Firm: _____

Date:

By:

(Signature in Ink)

Name:

(Please Print)

Title:

(Please Print)

FEI/FIN NO. _____

Phone: _____

Fax: _____

Email: _____

Powhatan County Business License No. (If applicable) _____

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SECTION I

A. SCOPE OF WORK

GENERAL

The County of Powhatan, Virginia, hereinafter referred to as the County, is soliciting proposals from licensed and qualified suppliers to provide concession services at the Fighting Creek Sports Complex, located at 2505 Mann Rd, Powhatan VA. This facility houses two concession stands 1) baseball fields concession stand, and 2) Soccer fields concession stand.

The following data is for information purposes only and in no way guarantees the income that will be received.

Gross income approximate = \$15,000

SPECIFIC REQUIREMENTS

1. The Successful offeror shall operate the stands only during activities which have been scheduled by the County's Parks and Recreation Department. Activities are scheduled for the months of March through November. In addition to regular scheduled activities, the County will schedule tournaments throughout the season on weekends. The County does not guarantee a set number of activities per facility and may cancel activities due to weather or unforeseen conditions.
2. The following services shall be furnished by the County; payment of utility costs i.e. power, water, sewer, which may accrue from the operation of the concession stand in accordance with the terms of this contract.
3. The following equipment shall be provided by the County at the Fighting Creek baseball fields concession stand;(1) Stainless Steel Serving Table – (1) 3 Compartment Sink – (2) Temperature Controlled Freezers – (1) Hoshizaki Ice Machine – (1) Commercial Griddle – (2) Commercial Deep Fryers – (2) Storage Room Shelving Units
4. The following equipment shall be provided by the County at the Fighting Creek Soccer Fields Concession stand: (1) 2 Door Coca-Cola Drink Cooler – (1) Hoshizaki Ice Machine (3) Storage Room Shelving Units
5. The Vendor shall not sell food, beverages, or any other merchandise in glass containers or in other such containers that may pose a risk or hazard to the safety of customers of the stand.
6. The successful offeror shall not sell any type of alcohol beverages at the Fighting Creek Sports Complex.

7. The successful offeror shall obtain all permits and licenses, including but not limited to health and business permits or licenses, as may be required and necessary to operate a concession stand. The successful offeror shall abide by all the regulations of the Health Department. In addition, the successful offeror shall pay all taxes, including but not limited to State sales tax as may be required and necessary to operate a concession stand. All required permits and licenses shall be posted in accordance with the law.

8. The successful offeror and all employees of the successful offeror must complete background checks prior to working on the Fighting Creek Sports Complex. In the event the background check is not approved by the Director of Public Works, the employee will not be permitted to work on the Fighting Creek Sports Complex property.

9. The successful offeror shall keep concession buildings free of trash and debris that could block aisles or create a tripping hazard. All trash shall be removed from the buildings at the completion of the event. Any grease/oil shall be disposed of in properly secured containers.

10. The successful offeror and its employees shall not drive or park any vehicle in other than existing, designated parking areas without written consent of the Powhatan Parks and Recreation Department.

11. The successful offeror shall empty all trash at the conclusion of each activity in the County dumpster. The successful offeror shall keep the facilities neat, clean, and in sanitary conditions and display wares in an orderly and presentable fashion.

12. The successful offeror will be provided with a key for building locks associated with this contract. The successful offeror will be responsible for security of the facilities. All keys to the facilities shall be returned to the Deputy County Administrator when the contract expires. The County shall have reasonable access to the premises in order to determine compliance with this agreement, compliance with applicable laws, and in emergency situations. The County may grant access rights to others, such as Health Dept. or other regulating agencies in order to ensure compliance.

13. Repairs to County owned equipment will be paid for by the County provided the repairs are not the result of blatant misuse or lack of care. Damage resulting from abuse or lack of maintaining equipment shall be charged to the Vendor. Equipment failures, such as compressors, electrical, etc. will be repaired by the County as these types of repairs are considered wear and tear. When the contract expires, the successful offeror shall leave all County owned equipment in good condition, reasonable wear and tear expected. The degree of damage or excessive wear and tear to equipment shall be determined solely by the Deputy County Administrator. The successful offeror shall be responsible for replacing, within 3 months, any equipment which is damaged or deemed to have excessive wear and tear. During the term of the contract, the County may place or install concession equipment or fixtures in the facilities.

14. The successful offeror shall be responsible for any and all damage to the facilities or property resulting from operation of the concession stand facilities. Damage shall be promptly repairs; however, successful offeror shall receive approval by the Deputy County Administrator prior to making any repairs to facilities.

15. Within 48 hours after termination of the contract, the successful offeror shall remove any and all of its vehicles, supplies, and other personal property from the facility. The facilities and equipment shall be left in a clean and orderly condition.

16. Successful offeror shall complete the proposal form with the products to be sold and the maximum price to be charged for each item.

17. The successful offeror shall pay to Powhatan County for the use of the premises for the sale of goods: 15% of net sales.

18. The successful offeror shall maintain accurate and complete accounting records and submit the records with payment to the Recreation Manager within 30 days following the last day of the reporting period;

June 30 -submit all financial records and payments for March through June 30

November 30-submit all financial records and payments for July through Nov. 30

Failure to submit financial statements and payment within the 30-day period following the last day of the reporting period will result in a \$50 late fee and 10% interest (compounded monthly).

19. The County shall have the right at any time to: audit, examine and copy vendors' records for up to three years after the expiration or termination of this agreement.

20. The County reserves the right to procure and operate a soft drink and snack vending machine or service in all areas that they deem appropriate, including but not limited to the premises. Successful offeror shall not be allowed to tamper with, unplug or otherwise interfere with these machines.

21. Any fundraising food sales will only be permitted in the premises or around the area with prior approval of the vendor and the County.

B. INSTRUCTIONS

PROPOSAL SUBMISSION AND ADDITIONAL INFORMATION

Submit proposal, using forms furnished in this RFP and filling in all blank spaces, addressed as indicated on the front page of this solicitation.

Vendor shall include the following with their submission:

- Completed Signature Page (Page 2)
- Completed Pricing Form (Page 6)
- Description of Qualifications
- Proof of Insurance
- Workman's Compensation Certificate of Coverage

SECTION II - PROPOSAL PRICING:

Complete the following table indicating the items you are offering along with maximum price to customer. In addition to the items listed in the pricing table, offerors may insert additional offerings along with pricing in the blanks provided within the table.

Description of Item	Check if will sell	Size offered (i.e. oz., grams)	Brand Offered	Maximum Price to Customer

Coke Products				
Pepsi Products				
Gatorade				
Bottled Water				
Coffee 12 oz.				
Hot Chocolate 12 oz.				
Hot Dogs/Corn Dogs				
Chili Cheese Dog				
Hamburger 1/4lb				
Cheeseburger 1/4lb				
Barbeque 4 oz				
Chicken Filet				
Chicken Strips				
French Fries 12 oz				
Potato Chips				
Nachos				
Popcorn 3 oz				
Pretzel				
Funnel Cake				
Cracker Jacks				
Peanuts 3 oz				
Candy				
Ice Cream 3.5 oz.				
Fruit Cups				
List Other below and Price				

THE FOLLOWING PROPOSAL IS SUBMITTED TO POWHATAN COUNTY

DESCRIPTION OF QUALIFICATIONS:

- 1) Length of time operating/owner of business: _____
- 2) List of Three (3) Current or Past Contracts offering concession services:
 - a) _____
 - b) _____
 - c) _____
- 3) Number of Employees on payroll (indicate Part-Time, Full Time, Seasonal or on-call)
 - _____
 - _____
 - _____
- 4) Additional certificates or qulaifications _____

Offeror: _____

Representing: _____
 Address: _____
 Telephone: _____
 Fax: _____
 E-mail: _____
 SIGNATURE: _____

Part A – Powhatan Business License Number

<i>Name</i>	<i>License Number</i>	<i>Date Effective</i>

SECTION III - GENERAL TERMS AND CONDITIONS

Proposals must be submitted in a sealed envelope with the outside marked in the lower left hand corner as follows:

**Request for Proposals
 FOR: Powhatan County Concessions Services**

1.0 Each offeror is solely responsible for delivering his proposal to the correct location on or before the date and time on which proposals are scheduled to be received by the County. The time of receipt of a proposal at the specified location is the time/date stamp of such location on the proposal wrapper or other documentary evidence of receipt maintained by the specified location. No consideration will be given to date of postmark.

1.2 The County reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the proposal.

1.3 The specification herein is intended to indicate the character, quality and/or performance of the goods or services desired. Unless qualified by provision "No Substitute" the name of a brand, manufacturer or catalog designation does not restrict the offeror to that brand or manufacturer. Alternates to the specified goods or service will be considered to the extent that such action is deemed in the best interest of the County.

1.4 The County will assume no responsibility for oral instruction or interpretation. Any question regarding the procurement solicitation shall be in writing (electronic transmission is preferred.) and directed to William Hagy at whagy@powhatanva.gov. **Questions must be received by 5:00 P.M. July 15th, 2022.** Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process.

1.5 Erroneous proposals may be reclaimed or superseded any time prior to proposal opening time. Any new proposal must be marked as in 1.0 with the additional notation "Supersedes all previous submissions."

1.6 Each offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each bidder is required to submit a certification that its proposal, or any claim resulting therefrom, is not the result

of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code §18.2-498.5. As part of this proposal a notarized Certificate of No Collusion must be submitted with the proposal.

1.7 The County is exempt from the payment of Federal and State taxes. Include only taxes applicable to the project in this proposal. Prices proposed must be net, exclusive of taxes. Include only taxes applicable to the project in this proposal.

1.8 Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a notice on the County web page.

1.9 Awards shall be based on 1) Products Offered 2) Pricing to Customer 3) Qualifications. In rating qualifications, the following criteria will be considered:

- a). The ability, capacity or skill of the offeror to perform the contract or provide the services required;
- b). Whether the offeror can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c). The character, integrity, reliability, reputation, judgment, experience and efficiency of the offeror;
- d). The quality of performance on previous contracts or services, for the County or others;
- e). The previous and existing compliance by a offeror with laws and ordinances relating to the contract or service;
- f). The sufficiency of the financial resources and ability of the offeror to perform the contract or provide the service;
- g). The quality, availability, and adaptability of the goods or services to the particular use required;
- h)The number and scope of any conditions attached to the proposal;
- i). Whether the offeror is in arrears to the County on a debt or contract or is in default on a surety to the County, and whether the offeror's County taxes or assessments are delinquent;
- j). Such other information as may be secured by the Purchasing Agent, having a bearing on the decision to award the contract.

Upon request by the County, it shall be the responsibility of each offeror to ensure that the proposal submitted contains information sufficient to enable the County to evaluate each of the above-referenced criteria.

1.10 All prices submitted must be FOB Destination - Freight Prepaid and Allowed.

1.11 Unless otherwise noted any equipment proposed shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this proposal.

1.12 A Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this proposal. The SDS must; list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.

1.13 Every contract over \$10,000 shall include the following provisions:

Non-discrimination Clause:

During the performance of this contract, the General Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The General Contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that it is an equal opportunity employer.

Drug-Free Workplace Clause

During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees 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.

1.14 The County of Powhatan does not discriminate against faith based organizations.

1.15 It is the policy of the County of Powhatan to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities (SWAM) and to encourage their participation in the County's procurement activities. Toward that end, the County of Powhatan encourages SWAM businesses to compete for County projects. In addition, the County strategy encourages all offerors to provide for the participation of SWAM businesses through partnerships, joint ventures, subcontracts or other contractual opportunities on projects. Offerors are asked, as part of their submission, to describe any planned use of such businesses in fulfilling this contract.

1.16 The Offeror shall, *within 10 days after Notice of Award*, at its own expense, provide and maintain during the entire performance period of this contract at least the following types and minimum amounts of insurance, in addition to unemployment compensation and workers compensation insurance:

- i. Comprehensive General Liability, including Premises and Operations; Contractor's Protective Liability; Products Liability including Completed Operations Coverage; and Contractual Liability for this contract. Limits \$1,000,000 per incident / \$2,000,000 Total Bodily Injury (including death); \$1,000,000 per incident / \$2,000,000 Total Property Damage
- ii. Comprehensive Automobile Liability, including all Owned Automobiles, Non-Owned Automobiles and Hired Car Coverage: Limits: \$1,000,000 per incident / \$2,000,000 Total Bodily Injury (including death) \$1,000,000 per incident / \$2,000,000 Total Property Damage \$50,000
- iii. Employer's Liability for Participants not covered by Workers Compensation Insurance in an amount not less than \$100,000.

Offeror shall not perform any work on this project unless offeror has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (Code Section 65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Offeror shall not allow any subcontractor to perform any work on a County construction project unless the subcontractor has obtained, and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Chapter 8 (Code Section 65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Offeror shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

A Certificate of Insurance shall be submitted within 10 days after Notice of Award and included as a part of the resulting contract by reference.

The Contractor shall furnish to the County a binder adding the County as an additional insured on all policies except those pertaining to Workers Compensation and including the following language: "The above described policies shall not be canceled, modified, or amended or coverage reduced without the issuing company providing 30 days advance written notice to the County of Powhatan."

Should insurance coverage be changed or cancelled, regardless of the reason, the Contractor shall furnish evidence of new coverage and submit a new and valid binder evidencing the required insurance. Failure to deliver a new and valid binder will result in suspension of all payments until the new binder is furnished.

All insurance required by this agreement shall be and remain in full force and effect for the life of the contract.

No contract shall be binding upon the County until the all insurance requirements and policies, required herein have been filed with the County (if requested) and all have been approved as to form and sufficiency by the County Attorney.

1.17 The Contractor agrees to save, defend, hold harmless, and indemnify the County, and all of its officers, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, actions, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor 's negligent or wrongful acts, errors or omissions in the performance or nonperformance of its work called for by the Contract Documents, including such acts, errors or omissions of Contractor's employees, servants or agents.

1.18 The successful offeror is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of resulting contract or its right, title or interest therein or its power to execute such contract to any other persons, company or corporation without the previous consent and approval in writing by the County.

1.19 Each offeror must carefully examine all documents, facilities and equipment (including, without limitation, specifications and drawings, and the form contract) made available by the County for inspection by potential offerors, prior to submission of a proposal. In addition, each offeror, prior to submission of a proposal, must use whatever means necessary to satisfy itself of the extent and requirements of the Project and of the actual conditions under which the Project is to be performed. Comprehensive or detailed information of existing Site conditions may not be included in the Contract Documents

1.20 The agreement to be entered into by the parties shall consist of the contract agreement, which may be a purchase order, the proposal submitted by the successful offeror, all supplemental, general and/or special conditions, all specifications and any attachments to the original request for proposals submitted to be prospective offerors, the proposal submitted by the offeror and any modifications thereto, and drawings including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.

1.21 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and of the United States of America. All litigation arising out of this Agreement shall be commenced and prosecuted in the Circuit Court of the County of Powhatan, Virginia. The contractor shall comply with applicable federal, state and local laws and regulations.

1.22 When the owner is required by the Contract Documents to give written notice, demand or other communication to the Contractor, the Owner's notice, demand or communication shall be deemed to be given when it is deposited in the United States mail, postage pre-paid, and addressed to the address of the Contractor stated in the Agreement or at such other address as the Contractor designates in writing to the Owner.

1.23 The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

1.24 The Contract is governed by the applicable provisions of the Powhatan County Purchasing Procedures, as amended.

1.25 Except as provided herein, or by applicable law, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person in accordance with the Virginia Freedom of Information Act and the Virginia Public Procurement Act.

a) Cost estimates relating to a proposed procurement transaction, prepared by or for the County, shall not be open to public inspection.

b) Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the Powhatan County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

c) Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

d) Trade secrets and proprietary information submitted by a offeror in connection with a procurement transaction shall not be subject to public disclosure; however, the bidder must invoke the protections of Section 2.2-4342 of the Virginia Code IMMEDIATELY UPON SUBMISSION of the data or other materials, and must specifically designate the data or other materials to be protected and state the reasons why protection is necessary. The County will not be liable for any damages sustained by an offeror who fails to follow the procedures designated by Virginia Freedom of Information Act, the Virginia Public Procurement Act, and the Powhatan County Code as being prerequisite to protection of trade secrets or proprietary information.

1.26 It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.

1.27 Any offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia MUST include in its proposal or proposal the identification number issued to it by the State Corporation Commission. Any offeror not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law MUST include in its bid or proposal a statement describing why the offeror is not required to be so authorized. No offeror failing to provide the required information shall receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement Section 2.2-4311.2 of the Code of Virginia is granted by the County Administrator. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Section 2.2-4311.2 of the Code of Virginia

The following additional terms and conditions are applicable to any contract awarded as a result of this solicitation:

ADDITIONAL LAWS AND REGULATIONS

- a) The Vendor shall not assign the rights granted in this agreement without the written consent of the County.

- b) For consideration to be paid by the Vendor to the County, the Vendor agrees to abide by this Agreement, and for so long as, and conditioned upon, Vendor's compliance with all provisions hereunder and all applicable laws and regulations.
- c) This agreement shall become active in March 2018 and shall expire on December 31, 2018. This agreement may be extended for up to two terms (three years total) if mutually agreed by both the County and the Vendor. The Vendor shall provide the County with 30 day notice prior to December 31, 2018 of its intent to exercise the right to extend the agreement for an additional term. Either party may terminate this agreement for any reason after 60 days written notice.
- d) Vendor shall have temporary use of the premises solely for the purpose of purveying and selling goods. The Vendor agrees to conduct the sale of goods in a clean, healthful, and orderly manner and shall have responsible adult supervision on duty at all times. The Vendor shall comply with all applicable federal, state, and county laws, rules and regulations, including but not limited to sanitation, licensing and operation.
- e) Vendor shall remove all materials and supplies which are not secured in locked cabinets or containers and all trash from the premises nightly.
- f) The County cannot guarantee immediate repairs to County owned equipment but will make every effort to repair equipment in a timely manner. The Vendor shall not make any claims against the County for equipment failure.
- g) It is understood and agreed that the Vendor is, in all respects, an independent contractor in its relationship with the County under this Agreement. It is not intended nor shall it be construed that the Vendor, any subcontractor of Vendor or its employees are partners, employees, officers or agents of the County for any purpose whatsoever. Vendor shall hold the County harmless with respect to such matters and any claims allegedly arising therefrom.
- h) In the event of breach of this agreement or violation of any law by Vendor, the County may terminate this Agreement by giving the Vendor fourteen (14) day notice in writing, specifying the matter(s) in which the Vendor is in default or has violated the law. In the event such matter(s) are not remedied within the 14 day period, the Agreement shall be ended and be of no further force and effect. The Vendor shall immediately remove its equipment from the premises, or said equipment shall be deemed abandoned and become the property of the County.
- i) The Parties' duty to perform under this agreement shall be wither abated or suspended, including the payment of money due hereunder, if conditions render it impossible to perform because of an Act of God, invasion, or natural disaster.
- j) The agreement shall be binding upon the heirs, legal representatives, agents, successors and duly authorized assigns of the Parties hereto.
- k) The Vendor shall indemnify, save, and hold harmless the County, its agents, employees and assigns from and against any and all losses, costs, damages, claims, expense and liability caused by an accident, incident, or other occurrence resulting in any harm, bodily damage or destruction of property, real or personal.
- l) The Vendor shall provide and maintain, at its own expense, throughout the term of this agreement, public liability and product liability insurance, naming the County as an additional insured. Said insurance shall be written on an occurrence basis and have minimum limits of \$1 million for any one accident or occurrence, \$2 million aggregate, and \$50,000 property damage insurance for each accident or incident. An insurance certificate, with an endorsement listing the County as an additional insured and an endorsement giving the County 30 day notice of cancellation, modification or non-renewal, shall be submitted by Vendor to the County for approval by the County Attorney and shall be from a County approved insurance company. Vendor shall pay the premium thereof in advance and shall provide proof of payment. Before Vendor

takes possession of the premises, the insurance certificates, with endorsements, shall be sent to the County attorney and approved by the County Attorney with a copy sent to the County Parks and Recreation Department.

- m) Notice & Demand: Any notice, demand or communication under this agreement, by any Party to the other Party shall be given or delivered by first class US mail, registered or certified mail, postage paid, return receipt requested or delivered in person as follows:

Vendor Contact information:

County Contact information:

The above address or designated party may be changed at any time by the Parties by giving notice in writing in the manner provide above.

- n) This Agreement shall be deemed to have been made in Powhatan County Virginia and shall be governed by the laws of the State of Virginia. The Parties agree that all actions or proceedings arising under or pursuant to this Agreement shall be litigated in the circuit court of Powhatan County, Virginia and hereby submit themselves to the jurisdiction of the courts of Powhatan County, Virginia.
- o) Waiver and Amendment: No Provision of this Agreement shall be deemed waived or amended unless by a written instrument unambiguously setting future occasion.
- p) Collusion: By submitting a propose response to this request for proposal, the offeror represents that in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C 1) or VA code 59.1-9.1 through 9.17 or Sec. 59.1-68.6 through 59.1-68.8.
- q) During the performance of this contract, the offeror agrees to provide a drug free workplace for the successful offeror’s employees. “Drug Free Workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor/vendor in accordance with the Virginia Public Procurement Act, 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.

SECTION IV – EVALUATION AND AWARD CRITERIA

EVALUATION CRITERIA:

Proposals shall be evaluated by the County using the following criteria:

1. Products Offered
2. Pricing to Customer
3. Qualifications

AWARD OF CONTRACT: The selection process shall be as per § 2.2-4301 (3-b) of the Virginia Public Procurement Act for the procurement of non-professional services. Negotiations may be conducted with each of the offerors. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror, Powhatan County shall select the offeror which in their opinion has made the best proposal, and shall award the contract to that offeror.

CERTIFICATION OF NON-COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this certification of Non-Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (§ 18.2-498.4 et seq.)

Signature of Company Representative

Print Name

Title

Name of Company

Date

ACKNOWLEDGEMENT
STATE OF VIRGINIA
County of Powhatan, to wit:

The foregoing Certification of Non-Collusion bearing the signature of _____
and dated _____ was subscribed and sworn to before the
undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____