Town of Abingdon Virginia
Request for Proposal

Seasonal Photo and Video Project
for The Abingdon Convention Visitors Bureau

Proposal Release: _____
Proposal Due Date: _____

Electronic Submissions Only To:

The Abingdon Convention Visitors Bureau
cthompson@abingdon-va.gov
276-676-2282
"RFP – Seasonal Photo and Video Project for The Abingdon Convention Visitors Bureau".

Physical copies may be viewed/obtained at the Town Manager's Office.
133 W. Main Street, Abingdon, VA 24210

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 11-35.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

Project Description:

The Abingdon Convention Visitors Bureau seeks proposals from experienced agencies to capture the essence of Abingdon as a premier tourism destination through high-quality photos and videos. This project aims to encourage more visitors to come to Abingdon, Virginia, and promote the town as a top tourism destination. We request a **2-3 minute sizzle reel featuring all the fun things to do in Abingdon**, **packaged b-roll footage for future projects**, **and promotional photography throughout various seasons**.

Scope of Work:

The selected agency will be responsible for capturing digital media of the following:

Restaurants: Showcase the diverse culinary offerings in Abingdon, including restaurants, cafes, and local food experiences.

Outdoor Recreation**:** Capture the natural beauty of Abingdon's outdoor recreation opportunities, such as (but not limited to) hiking, biking, fishing, and boating. Including nearby Outdoor locations: Hidden Valley Lake and South Holston Lake.

Lodging: Highlight the unique and charming accommodations available in Abingdon, including hotels, bed and breakfasts, and vacation rentals.

Attractions: Feature the attractions in Abingdon, including historical sites, museums, theaters, and other points of interest.

Historic Downtown: Showcase the charm and character of Abingdon's historic downtown, including its architecture, shops, and vibrant atmosphere.

Entertainment Options: Capture the lively entertainment scene in Abingdon, including live music, festivals, events, and nightlife.

Shopping: Highlight the diverse shopping options in Abingdon, including local boutiques, arts and crafts shops, and specialty stores.

Ariel Views: Capture stunning aerial views of Abingdon, showcasing its scenic beauty and unique landmarks.

High-level Marketing Campaign: Incorporate the slogan "It's Always Play Time in Abingdon" and the call to action "Find your way to play" in the project's creative elements to align with our marketing campaign.

Deliverables:

The selected agency will be responsible for delivering the following:

1. A 2-3 minute sizzle reel showcasing Abingdon as a premier tourism destination, featuring all the elements mentioned in the scope of work.
2. Packaged b-roll footage that can be used in future projects and promotional materials.

3. High-resolution digital photos capturing the essence of Abingdon as a premier tourism destination, including restaurants, outdoor recreation, lodging, attractions, historic downtown, entertainment options, shopping, and aerial views.

Proposal Requirements:

Interested vendors are requested to submit a proposal that includes the following:

Company Profile: Provide a brief overview of your company, including relevant experience in photography/videography for tourism destinations and examples of previous work.

***Approach and Methodology*:** Describe your approach and methodology for capturing the essence of Abingdon as a premier tourism destination and executing the high-level marketing campaign with the given slogan and call to action.

Deliverables: Provide a detailed list of the deliverables, including the sizzle reel, packaged b-roll footage, and promotional photography, along with the expected timeline for completion.

Budget: Provide a detailed budget, including all costs associated with the project, such as photography/videography fees, equipment rental, travel expenses, and any other relevant costs.

Evaluation Criteria:

Proposals will be evaluated based on the following criteria:

Experience and expertise in photography/videography for tourism destinations, specifically capturing the essence of Abingdon as a premier tourism destination.

Creativity and innovation in approach and methodology for capturing the essence of Abingdon and aligning with the high-level marketing campaign.

Quality and creativity of previous work, including examples of sizzle reels, promotional photography, and b-roll footage.

Ability to meet project timelines and deliverables within the proposed budget.

Understanding of Abingdon's tourism industry and target audience and ability to showcase the town as a premier tourism destination through photos and videos.

Ability to capture aerial views of Abingdon using professional-grade equipment and techniques.

Strong communication skills, including responsiveness, clarity, and understanding and incorporating the client's vision and branding.

Flexibility and adaptability to work in outdoor and indoor settings and different weather conditions to capture the desired media.

Selection Process:

In accordance with Section 2.2-4301 of the Code of Virginia, and Chapter 2, Article V, Section 2-191 of the Abingdon Municipal Code, the Town will choose an agency through competitive sealed bids. In order of preference, two or more offeror's whose professional qualification, proposed services and posted bid are deemed most in line with the Town's needs. Negotiations shall then be conducted beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Town can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations with the offeror ranked second, and so on, shall be undertaken until a fair and reasonable price is agreed upon. Should the Town determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. The selection committee will make its recommendation to the Town Administration for final approval.

Submission of Proposals:

Interested vendors are requested to submit their proposals **electronically** to The Abingdon Convention Visitors Bureau by **FRIDAY JUNE 2, 2023 at 5:00 p.m.** Proposals should be emailed to **cthompson@abingdon-va.gov** with the subject line **"RFP - Seasonal Photo and Video Project for The Abingdon Convention Visitors Bureau".**

Please include all relevant documents, including company profile, approach and methodology, deliverables, budget, and references. Any additional supporting materials, such as portfolios, sample work, or testimonials, are encouraged.

The Abingdon Visitor Center reserves the right to request additional information or clarification from vendors and negotiate the project terms and conditions with the selected vendor.

Proposals received after the stated deadline will not be accepted. After the PROPOSALS are reviewed, the Town may meet with the agency or agencies they deem best qualified for a more detailed discussion of the project. The Town reserves the right to reject any and all proposals for any reason without penalty.

This Request for Proposal does not commit the Town to pay any costs incurred by the individuals or agencies in the preparation and submission of the proposal.

We look forward to receiving your proposals and working with a talented agency to capture the essence of Abingdon as a premier tourism destination and promote it through high-quality photos and videos.

CIVIL RIGHTS

The Town of Abingdon assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all sub-consultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days of notification of selection when requested by the Department. This requirement applies to all consulting firms when the contract amount equals or exceeds $10,000.

ANTI-DISCRIMINATION: By submitting their proposals, offers certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Code of Virginia 2.2-4311, 2.2-4311.2, and 2.2-4312 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit
by the public body. (Code of Virginia 2.2.4343.1E).

Contract amount equals or exceeds $10,000.

1. During the performance of this contract, the contractor agrees as follows:
    a. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it 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 these requirements.
    d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Town may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from City contracting regardless of whether the specific contract is terminated.

2. The contractor will include the provisions of Paragraph a.1, preceding above, in every subcontract or purchase order equals or exceeds $10,000, so that the provision will be binding upon each subcontractor or vendor.

ANTI-DISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the Town has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

PROPRIETARY AND CONFIDENTIAL INFORMATION

The Town promises to keep confidential, subject to the terms of this paragraph and to the extent permitted by law, Proprietary Information submitted in response to this Request for Proposal. For purposes of this paragraph, “Proprietary Information” means all confidential and/or proprietary knowledge, data or information in which the Offeror has a protectable interest, including: (a) trade secrets, inventions, ideas, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding research and development, new products marketing and selling, business plans, licenses, records, facility locations, documentation, software programs, price lists, contract prices for purchase and sale of the Offeror’s services, customer lists, prospect lists, pricing on business proposals to new and existing customers, supplier pricing, equipment configurations, ledgers and general information, employee records, mailing lists, accounts receivable and payable ledgers, budgets, financial and other records of the Offeror; and (c) information regarding the skills and compensation of other employees of the Offeror. “Proprietary Information” does not include, however, information that is publicly available or readily ascertainable by independent investigation. To qualify Proprietary Information for protection from disclosure, the Offeror must: 1) request protection of the Proprietary Information before, or contemporaneously with, submission of the Proposal; 2) identify the Proprietary Information to be protected; and 3) state the reasons why the information is proprietary. The Offeror cannot designate as Proprietary Information a) an entire proposal; b) any portion of a proposal that does not contain Proprietary Information; c) line item prices; or d) the total proposal price. The Town may decline to defend against a lawsuit filed against it to compel release of information designated as proprietary, but in that event the Town will provide reasonable notice to the Offeror regarding its decision to defend pending lawsuits.

ATTACHMENT A. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Code of Virginia 2.2-4342F (updated 07/01/18): “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii)state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.”

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested. The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Bidder/Offeror:
_____

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

*Bidder/Offeror may attach additional sheets if necessary

☐ Check this box if there are none.

ATTACHMENT B. STATE CORPORATION COMMISSION (SCC) FORM

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:
Pursuant to Code of Virginia 2.2-4311.2 subsection B, 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) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. 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. A link to the SCC site is at http://www.scc.virginia.gov.

Select one of the following boxes. The undersigned Offeror:

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

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

☐ 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 Offeror 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 out-of-state location).

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror'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 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.

☐ has not completed any of the foregoing options but currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow them to submit the SCC identification number after the due date for bids/proposals. The Town reserves the right to determine in its sole discretion whether to allow such waiver.

Signature: _____Date: _____

Name: _____
(Print)

Name of Firm: _____

Title: _____

ATTACHMENT C. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

(1) That I am the offeror or a partner of the offeror, or an officer or employee of the offeror's corporation with authority to sign on its behalf;

(2) That the attached proposal or proposals have been arrived at by the offeror and have been arrived at and submitted without collusion or any design to limit bidding or competition;

(3) That the contents of the proposal or proposals have not been communicated to any person not an employee or agent of the offeror on any bid furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signature: _____ Date: _____

Name: _____
(Print)

Name of Firm: _____

Title: _____

TOWN OF _____,

STATE OF _____, to wit:

I, _____, a Notary Public, do certify that_____ whose name is signed to the foregoing has this date acknowledged the same before me in my Town foresaid.

Given under my hand this _____day of _____ , 20_____ .

My Commission expires _____.

Notary Public _____ .

ATTACHMENT D. NOTICE OF EXCEPTIONS

Name of Bidder/Offeror: _____

List exceptions to any portions of ITB/RFP (i.e. General Terms & Conditions, Federal Terms & Conditions, Special Terms & Conditions):

_____
_____
_____
_____
_____
_____
_____
_____

☐ Check this box if there are none.

NOTE: THIS FORM IS NOT REQUIRED OR REQUESTED TO BE COMPLETED IN THE FOLLOWING INSTANCES. IF YOU FEEL THIS FORM DOES NOT APPLY TO YOUR SOLICITATION, PLEASE SELECT ONE OF THE FOLLOWING BOXES AND RETURN THIS FORM WITH YOUR BID/PROPOSAL SUBMISSION.

☐ Per Virginia Code § 2.2-4302.2 (3): "In the case of a proposal for information technology, as defined in § 2.2-2006, a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation."

☐ Per Virginia Code § 2.2-4302.2 (4): "For architectural or engineering services, the public body shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified offerors are ranked for negotiations."

*This document shall be completed & returned with proposal submission.

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NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: **Seasonal Photo and Video Project for The Abingdon Convention Visitors Bureau**

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____and information for Bidders.

You are hereby-notified chat your BASE BID has been accepted for items in the amount of $_____. You are required 10 return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

This the _____ day of _____, 20____.

By_____
Title_____

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF AWARD hereby acknowledges.

By_____

This the _____ day of _____, 20____.

By_____

Title_____

AGREEMENT

AGREEMENT BETWEEN

CONTRACTOR: _____, AND

TOWN OF ABINGDON FOR

Seasonal Photo and Video Project for The Abingdon Convention Visitors Bureau

This Agreement entered into on the ___ **day of** _____**, 20**_____, by and between _____, having offices at _____, _____, ____ _____ (**Federal EIN #** _____), and hereafter called **"Contractor"**, and **Town of Abingdon,** a political subdivision of the Commonwealth of Virginia, having its administrative office at 133 West Main Street, Abingdon, Virginia, 24210, and hereafter called "**the Client", "Town of Abingdon" or "Town"**.

WITNESSETH:

WHEREAS, Client has procured services of the Contractor through sealed Invitation to Bid for Annual Asphalt Resurfacing Services and confirmed through bid analysis by the Town Staff and authorized for Award by the Council of the Town of Abingdon.

WHEREAS, Contractor desires to provide the Client with such goods/services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

NOW, THEREFORE, for and in consideration of the promises, the mutual benefits to the parties from entering into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows.

SECTION 1. STATEMENT/SCOPE OF WORK.

A. Contractor will provide services to Client as set forth in the attached Scope of Services ("Scope of Services"/"Services") attached hereto as Exhibit A and a part hereof.

B. Contractor will use its staff and may use Subcontractors to provide the Services to Client.

C. Contractor, its Subcontractors, and their respective employees, are and shall remain independent contractors in performing the Services under this Agreement.

D. Services shall be performed and completed by Contractor within the time frames set forth in the Scope of Services, time being of the essence of this provision.

SECTION 2. TERM

A. ***Term***. This Agreement shall commence on ___**, 20**___, and shall continue until _____**, 20**__, when work shall be completed, but may be extended for a period of time upon mutual agreement by both parties, but shall remain subject to termination pursuant to the terms of this Agreement or for non-appropriation of funding by Client.

SECTION 3. RESPONSIBILITIES OF CONTRACTOR.

A. Contractor will not substitute staff or Subcontractors assigned to this Agreement without the prior written consent of Client.

B. Contractor will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.

C. Contractor, its staff and Subcontractors shall comply with Client's standards for acceptable workplace conduct and safety, and shall all times conduct themselves in a professional manner.

SECTION 4. RESPONSIBILITIES OF THE CLIENT.

A. Upon satisfactory completion of the work specified in the Scope of Work, the Client shall pay to Contractor ____ **dollars and __ cents ($_____.00).**

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Client's representative shall be:

_____

Name

_____

Title

_____

Phone Number

_____

Email

Contractor representative shall be:

_____
Name

_____
Title

_____
Phone Number

_____
Email

B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with any applicable, required contractual provisions set forth in the Client's purchasing or procurement regulations, and the Virginia Public Procurement Act, §§ 2.2-4300, *et seq*., Virginia Code, in effect at the time of this Agreement, pertaining to non-discrimination § 2.2-4310 and - 4311, compliance with immigration laws § 2.2-4311.1, drug-free workplace § 2.2-4312, which provisions are incorporated herein by reference.

C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by Virginia Code § 2.2-4363 or similar provision in Client's purchasing or procurement ordinances or procedures.

D. ***Ownership and Status of Documents.***

(1) Contractor shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Client upon written request.

SECTION 6. GENERAL TERMS AND CONDITIONS

A. The General Terms and Conditions of Exhibit B are incorporated as if fully set forth.

SECTION 7. SEVERABILITY.

If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void, or unenforceable.

{{ SIGNATURE PAGES TO FOLLOW }}

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed the day and year first hereinabove written.

THE TOWN OF ABINGDON,
a Virginia municipal corporation

By: _____

Title: _____

APPROVED AS TO FORM:

_____
Town Attorney

Contractor: _____

By: _____

Title: _____

NOTICE TO PROCEED

TO:

DATE:
PROJECT DESCRIPTION: **Seasonal Photo and Video Project for The Abingdon Convention Visitors Bureau**

You are hereby notified to commence work in accordance with the Agreement dated _____,

on or after _____ with work completed **by** _____ _____**,** _____.

This the _____ day of _____, 20____.

By_____Title_____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED hereby acknowledged

By_____

This the _____ day of _____, 20___.

By_____ Title_____

GENERAL TERMS AND CONDITIONS

A. ADVERTISING: In the event an agreement is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Town of Abingdon will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Town of Abingdon has purchased or uses any of its products or services, and the Contractor shall not include the Town of Abingdon in any client list in advertising and promotional materials, unless the contractor has been given written permission by a Town of Abingdon representative who is authorized to sign on behalf of the Town of Abingdon.

B. ANTI-TRUST: The Contractor conveys, sells, assigns, and transfers to the Town of Abingdon all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Abingdon under said contract.

C. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth in Washington County, Virginia or in the United State District Court of Abingdon. The Town of Abingdon and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

D. ASSIGNMENT OF CONTRACT: An Agreement shall not be assignable by the Contractor in whole or in part without the written consent of the Town of Abingdon.

E. AUTHORITY TO TRANSACT BUSINESS: Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, the Contractor 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 by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current through the life of the awarded Agreement.

F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Town of Abingdon shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.

G. CANCELLATION OF AGREEMENT: The Town of Abingdon may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services and work performed prior to termination.

H. CERTIFICATION REGARDING NON-SEGREGATED FACILITIES: For contracts subject to federal funding 2 C.F.R. Part 200 requirements, by the execution of this Agreement, the Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding ten thousand dollars, and that it will retain such certifications in its files.

I. CHANGES TO THE CONTRACT: Changes can be made to the Agreement in any of the following ways:

a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater, without the advance approval of the Town Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

b. The Town of Abingdon may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town of Abingdon a credit for any savings. Said compensation shall be determined by one of the following methods:

i. By mutual agreement between the parties in writing; or

ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the Contractor's records and/or to determine the correct number of units independently; or

iii. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town of Abingdon with all vouchers and records of expenses incurred and savings realized. The Town of Abingdon shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town of Abingdon within thirty (30) days from the date of receipt of the written order from the Town of Abingdon. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town of Abingdon or with the performance of the contract generally.

J. CLARIFICATION OF TERMS: The Town of Abingdon will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Town Manager or designee and any material change will be submitted to all Offerors through issuance of an addendum. Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) work days

prior to the bid opening or proposal closing date specified. Questions should be in writing and electronic transmission is preferred. 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. Any contact with any Town of Abingdon representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

K. COLLUSIVE OFFERS: The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The Town of Abingdon may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.

L. COMPLIANCE WITH ALL LAWS: Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work. The Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on this Agreement, or which in any way affect the conduct of the services provided by the Contractor. It shall at all times observe and comply with, and shall cause its agents, subcontractors and employees to observe and comply with, all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Town of Abingdon Virginia and its employees and appointees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its agents, subcontractors or employees. If any discrepancy or inconsistency is discovered between this Agreement and any such law, ordinance, regulation, order, or degree, the Contractor shall immediately report the same to the Town of Abingdon in writing.

M. COMPLIANCE WITH LOBBYING RESTRICTIONS: For contracts subject to federal funding 2 C.F.R. Part 200 requirements, by signing an Agreement, the Contractor certifies that:

a. Since promulgation of the federal requirements implementing Section 319 of PL 101-121, no federal appropriated funds have been paid and none will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. The Contractor shall require that the language of this certification be included in all subcontracts at all tiers, and that all subcontractors shall certify and disclose accordingly.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that, in the event that any awarded agreement involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Town's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the Town of Abingdon of any breach or suspected breach in the security of such information. Contractors shall allow the Town of Abingdon to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees, subcontractor or agents working on this project may be required to sign a confidentiality statement.

O. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the Town of Abingdon to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the Town of Abingdon be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the Town of Abingdon's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the Town of Abingdon's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the Town of Abingdon.

P. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the Town of Abingdon.

Q. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The Town of Abingdon has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the Town of Abingdon. Contractual disputes shall also be subject to the provisions of Virginia. Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).

R. CORRECTION OF ERRORS: The Contractor shall check for accuracy any reports, and the design, drafting and details of final plans prior to submission. The Contractor will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities, in any services performed in fulfillment of the obligations of this Agreement, and shall also reimburse the Town of Abingdon Virginia for any costs incurred. Acceptance of the plans or reports by the Town of Abingdon Virginia shall not relieve the Contractor of the responsibility of subsequent correction of errors.

S. DISADVANTAGED BUSINESS ENTERPRISES/SMALL, WOMAN AND MINORITY BUSINESS: For contracts subject to federal funding 2 C.F.R. Part 200 requirements, the Contractor, its agents, employees, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, which is hereby made part of this Agreement by reference. The Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE firms have the maximum opportunity to compete for

and perform contracts and subcontracts under this Agreement. Subpart E of 49 CFR 26, Section 26.13 requires each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

T. DEBARMENT STATUS: By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

U. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Abingdon, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Abingdon may have.

V. DRUG-FREE WORKPLACE (applies to contracts of $10,000 or greater); Pursuant to Virginia Code Section § 2.2-4312, during the performance of this Agreement, Contractor agrees as follows:

A. Contractor will provide a drug-free workplace for Contractor's employees.
B. Contractor will 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.
C. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
D. Contractor will include the provisions of the foregoing Sections 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 Contractor.

W. Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the Exhibits, the statements in the body of this Agreement will control.

X. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.

Y. ETHICS IN PUBLIC CONTRACTING: Pursuant to Virginia Code § 2.2-4367: By submitting a bid, the bidder certifies that their bid is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

Z. EXPRESSION OF INTEREST INTERNAL CONTROLS: For contracts subject to federal funding 2 C.F.R. Part 200 requirements, all firms submitting EOI (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet federal requirements for accounting. The Contractor acknowledges and agrees that it has such systems and that they comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." Contractor or any entity must submit their FAR audit data to the Town of Abingdon within ten work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the ten work days, negotiations may be terminated by the Town of Abingdon and the next most qualified team invited to submit a proposal.

AA. FORM W-9 REQUIRED: Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

BB. HEADINGS: Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.

CC. HOLD HARMLESS: Bids/Proposal shall provide that during the term of the contract, including warranty period, for the successful bidder/offeror indemnifying, defending, and holding harmless the Town, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyrights.

DD. IDLING REDUCTION REQUIREMENT: For any work performed within the Town of Abingdon, Contractors are required to comply with the Town of Abingdon's Idling Reduction Policy for Motor Vehicles and Equipment.

EE. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written agreement with the Town of Abingdon, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

FF. INCLEMENT WEATHER/CLOSURE OF TOWN OFFICES: If the Town of Abingdon is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.

GG. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the Town of Abingdon and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the Town of Abingdon and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, Town of Abingdon officers, agents, employees, licensees and invitees) and for damage to, loss of , and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of

Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

Pursuant to Virginia law, the Town of Abingdon, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.

HH. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the types of coverages and minimum limits specified in this paragraph, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.

Minimum Limits
General Liability:
$1,000,000 General Aggregate Limit
$1,000,000 Products & Completed Operations
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence Limit
$ 50,000 Fire Damage Limit
$ 5,000 Medical Expense Limit

Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the CONTRACTOR, his agents, representatives, employees or subcontractors.

Minimum Limits
Automobile Liability:
$1,000,000 Combined Single Limit
$1,000,000 Each Occurrence Limit
$5,000 Medical Expense Limit

Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. Employer's Liability: $1,000,000

II. Interpretation; Construction. The terms of this Agreement have been fully negotiated by the parties, and no party is deemed to be the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties agree that the Agreement is clear on its face and that parol evidence will not be discoverable or admissible during any litigation regarding the Agreement.

JJ. NEW EQUIPMENT: Unless otherwise noted any equipment offers 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 offer.

KK. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

LL. NON-DISCRIMINATION: By submitting their bids or proposals, offerors certify to the Town of Abingdon that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Virginia Code § 2.2-4343.1(E)).

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

1. During the performance of this contract, the Contractor agrees as follows:
   a. The Contractor 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it 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 these requirements.
2. The Contractor will include the provisions of No. 1 above in every subcontract or purchase order over $10,000, so that the provision will be binding upon each subcontractor or vendor.

MM. NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Town of Abingdon has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or

receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

NN. NON-DISCRIMINATION BY TOWN OF ABINGDON: The Town of Abingdon as a public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 11-35.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

OO. OFFER ACCEPTANCE: Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.

PP. OSHA STANDARDS: All Contractors and subcontractors performing services for the Town of Abingdon are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

QQ. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the Town of Abingdon to the Contractor belong to the Town, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the Town of Abingdon hereunder is specifically authorized in writing by the Town of Abingdon in advance. All documents or electronic media prepared by or on behalf of the Contractor for the Town of Abingdon are the sole property of the Town of Abingdon, free of any retention rights of the Contractor. The Contractor hereby grants to the Town of Abingdon an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

RR. PAYMENT:

a. To Prime Contractor:

i. The Town of Abingdon shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the Town of Abingdon shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the Town of Abingdon fails to make payment by the require payment date, the Town of Abingdon shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.

ii. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the Town of Abingdon with a federal employer identification number, prior to receiving any payment from the Town of Abingdon.

iii. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Town of Abingdon contract number and/or purchase order number.

iv. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which Town of Abingdon department is being billed.

v. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town of Abingdon shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any Town of Abingdon department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. To Subcontractors:

i. A Contractor awarded a contract under this solicitation is hereby obligated:

a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Town of Abingdon for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

b. To notify the Town of Abingdon and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

ii. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Town of Abingdon, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town of Abingdon.

SS. PERMITS AND FEES: All offers submitted shall have included in price, the cost of any business or professional licenses, permits or fees required by the Town of Abingdon or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

TT. PRECEDENCE OF TERMS: In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, or as incorporated from a request for proposal or invitation to bed, the Specific Terms and Conditions shall apply.

UU. PUBLIC INSPECTION OF CERTAIN RECORDS: Contractor acknowledges and agrees that except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the Town of Abingdon's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the Town of Abingdon decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid or proposal submission or volume as being "confidential" shall not be sufficient to invoke the protections referenced above.

VV. QUALIFICATIONS OF OFFERORS: The Town of Abingdon may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Town of Abingdon all such information and data for this purpose as may be requested. The Town of Abingdon reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Town of Abingdon further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Town of Abingdon that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

WW. RECORDS: The Contractor and subcontractors shall retain all books, documents, papers, accounting records and other evidence supporting the costs incurred, for three (3) years after payment of the final estimate or final audit, whichever is later. Such evidence shall be made available at the Contractor's offices at all reasonable times and will be subject to audit and inspection by the Town of Abingdon Virginia or any authorized representatives of the Federal Government.

Evidence of costs incurred by a subcontractor shall be made available at its office at all reasonable times during the contract period between the Contractor and the subcontractor and for three years after written acceptance by the Contractor, for audit and inspection by the Town of Abingdon Virginia or any authorized representatives of the Federal Government. It shall be the Contractor's responsibility to notify the Town of Abingdon Virginia, in writing, of the completion of that subcontractor's portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the Contractor's liability for any costs not supported by the proper documentation for the subcontractor's phase of the services. Final payment for the subcontractor's phase of the services will be made after total costs are determined by the final audit of the subcontractor.

XX. RIGHT TO ACCEPT OR REJECT OFFERS: The Town of Abingdon reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.

YY. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

ZZ. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the Town of Abingdon to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the Town of Abingdon's procurement activities. Toward that end, the Town of Abingdon encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.

AAA. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Virginia Code § 2.2-4311.2(B), an 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 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 Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: http://www.scc.virginia.gov/.

BBB. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

CCC. TAXES: Contractor acknowledges and agrees that The Town of Abingdon is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the Town of Abingdon's tax-exempt status will be furnished by the Town of Abingdon upon request.

DDD. TDD/TTY EQUIPMENT FOR THE DEAF: For contracts subject to federal funding 2 C.F.R. Part 200 requirements, when seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, the Contractor agrees to ensure that all citizens have equally effective communication. The Contractor agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The Contractor will provide notice of a TDD/TTY number whenever a standard telephone number is provided.

EEE. TERMS: The terms and conditions set forth above within this solicitation shall be deemed incorporated into any agreement resulting from this procurement transaction, as if set forth therein verbatim.

FFF. TESTING AND INSPECTION: The Town of Abingdon reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

GGG. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their offers, all offerors certify and warrant 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.

HHH. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors 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 Town of Abingdon, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Town of Abingdon 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. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.

III. VIRGINIA GOVERNMENTAL FRAUDS ACT: 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 offeror is required to submit a certification that its offer, or any claim resulting there from, 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 offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.

JJJ. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.