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April 27, 2016

INVITATION FOR BID**BID #524163**

Sealed Bids (**Bid #524163**) to Purchase and Delivery Uniform Stock for the Stafford County Sheriff's Office will be accepted until **3:00 P.M., Wednesday, May 24, 2016**, at which time they will be opened and read aloud in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all Bids instructions and specifications. Should any questions arise concerning this Bid, contact the County of Stafford Purchasing Office at (540) 658-8611.

The County of Stafford reserves the right to accept or reject, in whole or part, any and all Bids and to waive informalities.

Anita Perrow
Purchasing Manager



GENERAL INSTRUCTIONS

1. Mail or deliver Bids to the Stafford County Purchasing Office, Stafford County Administration Building, 1300 Courthouse Road, P.O. Box 339, Stafford, VA 22555-0339.
2. One (1) original, clearly marked, and three (3) copies of the Bid must be received before the opening time stated in the Bid Invitation.
3. All Bids must be received in sealed envelopes with the statement "Bid Enclosed" and the Bid number typed or written in the lower left hand corner.
4. The County of Stafford reserves the right to accept or reject, in whole or part, any and all Bids received and to waive informalities.
5. Bids must be received on or before **3:00 P.M., Thursday, May 24, 2016**, in the Purchasing Office. No late Bids will be accepted. **It is the Vendor's responsibility to ensure delivery to the proper receiving location.**
6. Bids shall be binding for ninety (90) days following the Bid opening date.
7. Propriety information will not be disclosed during the selection process.
8. Comments concerning specifications or other provisions of this Contract are welcome and can be received and considered prior to the time set for receipt to the Bids.
9. Should any questions arise concerning this Bid, please contact the County of Stafford Purchasing Office at (540) 658-8611.
10. The successful Firm(s) will be notified immediately upon acceptance of their Bid.
11. Exceptions to the specifications or general instructions must be in writing and submitted with the Bid form.
12. Comments concerning specifications or other provisions of this Contract are welcome and can be received and considered prior to the time set for receipt of Bids.
13. Each Bidder is required to state in the Bid, their name and place of residence and the names of all persons interested with him, in case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the Bidder.
14. Pursuant to Code Section 2.2-4330 of the Code of Virginia, as amended, the contracting authority has elected to use the procedure for Bid withdrawal numbered (i), which reads as follows:

The Bidder shall give notice in writing of his claim of right to withdraw his Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

15. No Bid may be withdrawn after the ultimate closing time set for the receipt of Bid for a period of ninety (90) days, except as provided in Paragraph 14, above.
16. The contracted Firm shall maintain insurance to protect the County of Stafford from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

The successful contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to contractor himself and to Contractor's employees, subcontractors and guest, third parties or otherwise, incident to or resulting from any operations arising out of the negligent acts, errors, or omissions, recklessness or intentionally wrongful conduct performed by contractor under the terms of this contract.

In addition to any other forms of insurance for bonds required under Contracts and specifications pertaining to this project, County of Stafford shall require any Bidder to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Subcontractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.
3. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of \$2,000,000 per occurrence.

Property damage liability insurance shall have limits of \$2,000,000 per occurrence.

17. The County of Stafford does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4343.1 or against any Bidder because of race, religion, sex, national origin, age, disability, or any other basis prohibited under state law relating to discrimination in employment.

18. Safety

All Contractors and Subcontractors performing services for the County of Stafford is 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.

19. Notice of Required Disability Legislation Compliance

The County of Stafford is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, the County of Stafford, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

20. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County of Stafford. A copy of these provisions may be obtained from the respective Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

21. Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

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 or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. 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 such Contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

22. Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

23. Exemption from Taxes

The County of Stafford is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by the County of Stafford on request.

24. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the County Administrator.

25. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator.

26. Each Bidder shall certify, upon signing a Bid, that to the best of his knowledge no County of Stafford official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

27. Debarment

By submitting a Bid, the Bidder is certifying that they are not currently debarred by the County of Stafford. The County of Stafford's debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

28. Right to Negotiate

The County of Stafford reserves the right to waive informalities, and to reject any and all Bids. If the Bid exceeds available funds, the County of Stafford reserves the right to negotiate with the Bidder to obtain a Contract price within available funds.

29. Use of Contract by Other Government Entities

Bidders are advised that all resultant Contracts will be extended, **with the authorization of the Bidder**, to Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting Contract. If any other jurisdiction decides to use the final Contract, the Contractor must deal directly with that jurisdiction of political subdivision concerning the placement or orders, issuance of the

purchase order, contractual disputes, invoicing, and payment. The County of Stafford acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a Contract to any jurisdiction will have no effect on consideration of you Bid.

It is the responsibility of the awarded Vendor to notify the jurisdictions and political subdivision of the availability of the Contract.

The County of Stafford shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

30. Immigration Reform and Control Act of 1986

By accepting a Contract award, the Vendor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

31. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

32. W-9 Form

Each Bidder or Offer will submit a completed W-9 form with their Bid. In the event of a 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> .

**PURCHASE AND DELIVERY OF UNIFORM STOCK FOR THE STAFFORD
COUNTY SHERIFF'S OFFICE**

SPECIFICATIONS

BID #524163

I. SCOPE OF CONTRACT

The purpose of this Contract is to establish a Contract for the provision of uniforms for the Stafford County Sheriff's Office.

- A. Bidders are required to provide a sample of any item Bid upon request by the Sheriff or his designee at the Vendor's expense to determine quality and workmanship.
- B. **With respect to acceptance of products, the Owner shall be the sole judge of compliance with the intent of the specifications.**

II. PERIOD OF CONTRACT

- A. The period of this Contract shall be from date of award, on or about July 1, 2016, through June 30, 2017.
- B. The County reserves the right to renew the Contract for four (4) additional years, one (1) year at a time. This Contract may be renewed at the expiration of its term by agreement of both parties. This notice shall not be deemed to commit the County to a Contract renewal.
- C. It should be noted that a multiyear Contract may be continued each fiscal year only after funding appropriations have been granted by the Stafford County Board of Supervisors. In the event that the Stafford County Board of Supervisors does not grant the necessary funding appropriation, the affected multiyear contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

III. PRICES AND PRICE ADJUSTMENT

- A. All prices/discounts shall be F.O.B. Destination and shall include all charges that maybe imposed in fulfilling the terms of this Contract. Prices/discount shall remain firm for three hundred and sixty-five (365) days, unless otherwise stipulated.
- B. The Contractor agrees that for unit price Contracts; prices shall remain firm for three hundred and sixty-five days (365). If the price is increased after three hundred and sixty-five days (365), the unit price may be increased only upon approval of a written request to the Sheriff or his designee. The request must be received at least

forty-five (45) days prior to the effective date and shall become effective only upon approval by the Stafford County Sheriff. The increased Contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased Contract unit price. The Sheriff or his designee may cancel, without liability to either party, any portion of the Contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

- C. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau Labor Statistics, Consumer Price Index (CPU-U) change in manufacturer's price, etc.)
- D. The price adjustment shall be by the same percentage as documented and the Contract shall be modified accordingly provided that the total of the increase in a Contract unit price made after three hundred and sixty-five days (365) shall NOT exceed a total of twenty percent (20%) of the original Contract unit price.

IV. QUOTATION LIMITATION

Bidders shall offer only ONE (1) ITEM AND PRICE for each line item Bid. No alternatives will be accepted, unless requested by the County. If an "or equal" item is to be Bid, the Bidder must select the brand and model that meets or exceeds the specified item and submit their Bid for that item. A discounted price offered for a quantity purchase of the same manufacturer and model would not be a considered limitation; however, only the unit price requested will be considered in the award.

V. PROJECTED REQUIREMENTS

- A. As requirements arise for specific quantities of items covered herein, the authorized individuals will place orders.
- B. The quantities specified in this Solicitation are estimated only, and are given for the information of Bidders and for the purpose of Bid evaluation. They do not indicate the actual quantity, which will be ordered since the actual volume will depend upon requirements, which develop during the Contract period.

VI. DESCRIPTIVE LITERATURE

Each Bidder is required to furnish, with their Bid, catalog cuts and/or descriptive literature, in DUPLICATE, properly labeled with the Bid number, Bid item number and Bidder's name, with full illustrations and detailed specifications for each item offered as equal to the brand name specified. In addition, all differences in specifications from the brand name specified must be identified. Descriptive literature is required to establish details as to design, materials, method of manufacture, construction, assembly or operation, as appropriate for the purpose of Bid evaluation and award.

VII. SAMPLES

- A. The Sheriff or his designee reserves the right to require a Bidder to furnish samples of any item on which they submit a Bid within five (5) working days after the request is made.
- B. All samples must be furnished free of charge, clearly marked "SAMPLE" with the Invitation for Bid number, Bid item number, Bidder's name and delivered to:

Stafford County Sheriff's Office
1225 Courthouse Road
Stafford, VA 22554
- C. Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure of samples to conform to all the major characteristics shall cause rejection of the Bid for each item that fails to meet the major characteristics. Samples must be the same material and style being Bid.
- D. Failure to submit a request sample for the specific item SHALL be just cause for eliminating the Bidder from further consideration for award for that item.
- E. Samples will be returned at the Bidder's expense with no pecuniary liability to be incurred by the County of Stafford for their loss or damage.
- F. Once the Bidder is requested to pick up a sample, they must do so within thirty (30) days. If a Bidder fails to pick up the sample, it will be considered to be surplus County property and the County will dispose of it at the convenience of the County.

VIII. DELIVERY/TIME OF PERFORMANCE

- A. The County of Stafford requires that delivery be made at the destination, in a timely manner from receipt of Purchase Order. Bidders shall insert a definitive time frame, **IN DAYS**, on the Pricing Schedule within which delivery will be made after receipt of purchase order. Indefinite terms such as "promptly", "stock," "without delay," etc., will not be given consideration.
- B. The place of delivery of items ordered under this Contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to Stafford County Sheriff's Office, 1225 Courthouse Road, Stafford, VA 22554, Attn: Bobby Baxter between the hours of 8:30 A.M. and 3:30 P.M. on regular County business days unless other arrangements have been made.
- C. The County may pick up orders from the Contractor when it is in the best interest of the County. In these instances the Contractor shall release the materials only to the designated representatives of the County authorized to place and pick up orders.

- D. Occasionally, the County may require/request items in a shorter time span as outlined in Section VIII A. How would your company handle such requests? Response can be on separate attached page.

IX. CONTACT FOR ADMINISTRATION

In the event a Contract is executed with your Firm as a result of this Solicitation, in the space provided on the Pricing Schedule please indicate the person(s) we may contact for prompt Contract administration.

X. BID EVALUATION/CONTRACT AWARD

- A. All items listed in this Solicitation will be awarded on the basis of:

1. Firm fixed price
2. Discount from Manufacturer's Price List or Vendor's Retail Price Sheets

Where basis of award is "discount from Price List", the Price List Sheets shall be the currently published National Standard Manufacturer's Price Lists or the current Vendor's Retail Price Sheet. Each Bidder shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their Bid submission. The percentage discount Bid by each Bidder must be a single percentage discount applicable to all UNIFORM items. The percentage discounts shall remain firm for the duration of the Contract.

- B. Where the basis of the award will be a percentage discount from the Manufacturer's Price List or Vendor's Retail Price Sheets, each Bidder shall attach to each page of the Pricing Schedule one (1) copy of one (1) price list or retail price sheet, clearly marking the item and column to which the discount is applied, for each item bid.
- C. The County reserves the right to award the Contract in the aggregate, by line item, by section, or by Manufacturer and to make a Primary and Secondary award, based on the best interest of the County.

XI. CATALOGS AND PRICE SHEETS

When an award is made and the basis of the award is a percentage discount, the Contractor shall furnish current catalogs and price lists with the Bid, which shall become a part of the Contract. The Contractor's name and address shall appear on all catalogs and price lists. Where a price list shows more than one column of prices, the Contractor shall clearly mark the column, which represents the gross prices charged the County, and those prices must agree with the Bidder's original Bid. If a fee or charge is to be made, it should be indicated on the Pricing Schedule.

XII. ADDITIONS/DELETIONS

The County reserves the right to add similar items/services or delete items/services in the subsequent Contract as requirements change during the period of the Contract. The County of Stafford and the Contractor will mutually agree to prices for items/services to be added to the Contract. Contract Amendments will be issued for all additions or deletions.

XIII. CANCELLATION OF ORDERS

Purchases made under this Contract for readily available supplies specified herein. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this Contract.

XIV. EMERGENCY PURCHASES

Should the Contractor be unable to furnish the required item within the period of time specified in the Contract, the County reserves the right to make emergency purchases from other sources.

XV. UNIFORM QUALITY

- A. The Contractor(s) shall guarantee that all times and/or substitution items as approved by the County will be available during the entire Contract period. Individual garments shall be identical in color and quality. Trimmings, lining, buttons, etc. shall be exact style, color and quality and the stitching placement, style and size of pockets, flaps and all other details shall be identical.
- B. All workmanship used in the manufacture, construction, or alteration of items covered by this Contract shall be the best-used in modern practice. The decision of the official representative of the department as to fit, quality and workmanship shall be final.

XVI. MISCELLANEOUS REQUIREMENTS

- A. The County shall not be responsible for any expenses incurred by a Bidder in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. The contents of the Bid submitted by the successful Bidder and these specifications shall become part of any Contract awarded as a result of these specifications. The successful Vendor will be expected to sign a Standard Contract for Services with the County. Additional terms and provisions shall be included in the Contract.

- C. The County reserves the right to reject any and all Bids received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County.

- D. Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contractor its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by the County.

STAFFORD COUNTY SHERIFF'S OFFICE
UNIFORM/EQUIPMENT QUOTATION SHEET

BID #524163					
ITEM	DESCRIPTION	UNIT PRICE	MANUFACTURER/STYLE#	DELIVERY TIME	COMMENTS
UNIFORMS					
1	Trouser, Uniform , Black, 100% polyester, w/ 1" black stripes sewn on both legs behind front pocket, hemmed, standard and short rise, men and woman styles		Blauer #8650 (men) Blauer 8650W (women)		
2	Trouser, Uniform , Dark Brown, 100% polyester, w 1" tan stripes sewn on both legs behind front pocket, hemmed, standard and short rise, western front pockets cool flex waistband, french fly tab and crotch lining, eye and hook closure, men and women styles		The Force #HS2147 (men) The Force #HS2179 (women)		
3	Trouser, BDU , Black, 65% polyester, 35% cotton, ripstop, button fly, side cargo pockets w/boot blouses		Propper #F5201-38		
4	Trouser, BDU , Khaki, 65% polyester, 35% cotton, ripstop, zipper fly, side cargo pockets w/boot blouses		Propper #F5201-38		
5	Trouser, BDU , OD Green, 100% cotton ripstop, button fly, side cargo pockets w/boot blouse		Propper #F5201-38		
6	Trouser, SWAT Uniform , OD Green, 50% Cordura Nylon/50% Cotton Ripstop, Comfort fit slider waistband, PRYM snap with YKK brass zipper, 1" belt loops with 2/2" opening, hidden front and back internal handcuff key pockets in waistband, reinforced front slash pockets, reinforced seat, diamond shaped gusseted crotch, 2-thigh cargo pockets, hidden internal front zipper pockets, 2-bellows lower cargo pockets, superfabric inset on knees, internal opening for knee pads, expendable zipper lower leg opening, 1" clean finished leg hems with adjustable one hand elastic leg closures		Tru-Spec		
7	Pants, Bike , Black, supplex nylon w/teflon HT, wind and water proof, stain resistant, seven pockets, elastic waistband zipper fly, zip off legs, snap closure, floating belt loops, reflective striping on back of leg		Mocean #PN205		
8	Trousers, Shorts, BDU , Khaki/Black, 35% ripstop cotton, 65% cotton, button fly, side cargo pockets, adjustable waist tabs		Tru-Spec #4268		
9	Pants, Shorts, Bike , Black, 96% polyester, 4% Lycra spandex, 2-zippered back pockets, zipper fly, 4-belt keepers w/hook and loop closure, 2" waistband and draw string, double stitched seat, 8" inseam		Mocean #1090B		
10	Breeches, Motor , Black, Summer, 100% polyester, tunnel belt loops, western pockets, snug-tex waistband, zipper ankle closure, double knee and double seat, heavy duty zipper, 2 rear pockets-No leg stripes		511		

STAFFORD COUNTY SHERIFF'S OFFICE
UNIFORM/EQUIPMENT QUOTATION SHEET

BID #524163					
ITEM	DESCRIPTION	UNIT PRICE	MANUFACTOR/STYLE#	DELIVERY TIME	COMMENTS
11	Shirts, Uniform , Tan, 100% polyester, military creases, pleated breast pockets, badge tabs, button down front w/zipper, black or tan shoulder epaulettes no banjo elbows(all chevrons, hashmarks, us flags and shoulder patches to be sewn on) men and women styles		Flying Cross		
11A	Long Sleeve, Men		Flying Cross #35W7804Z		
11B	Long Sleeve, Women		Flying Cross #126R7804		
11C	Short Sleeve, Men (no hash marks)		Flying Cross #85R7804Z		
11D	Short Sleeve, Women (no hash marks)		Flying Cross #176R7804		
12	Shirts, BDU , black, 65% polyester, 35% cotton, w/2-breast pockets and button front, shoulder epaulets, button sleeves (all flags, shoulder patches and embroidered names/deputy star Badge in silver/black, and chevrons to be added to shirts)		Propper #F5452-38		
13	Shirts, BDU , OD Green, 65% polyester, 35% cotton, w/2-breast pockets and button front, shoulder epaulets, button sleeves (Special Operations shoulder patches and embroidered deputy star in black/silver to be added to shirts)		propper #F5452		
14	Shirts, SWAT Uniform , Polyester/Cotton,4-pocket, 2-slanted chest pockets with hook & Loop closures, reinforced internal elbow pockets for elbow pad inserts, adjustable hook & loop cuff with zigzag stitching, zippered and hook & loop front placket, zigzag stitched hook & loop Mandarin collar, bi-swing back, pen and pencil stalls on sleeves(all flags, shoulder patches (hook & loop) and embroidered deputy star badge in silver/black and nametape to be added to shirts)		Tru-Spec		
15	Shirts, SWAT Uniform , Polyester/Cotton, 1/4 zip front mandarin collar; zipper has a cover hood, pencil stall, reinforced elbows and shoulder pockets (all flags, shoulder patches (hook & loop) and embroidered deputy star badge in silver/black and nametape to be added to shirts)		Tru-Spec		
16	Shirts,Polo , Men, Black, Long/Short sleeve, 100% polyester, moister wicken, 3-button front w/contoured collar, welt cuffs, taped neck and shoulders (Sheriff's Department Logo) to be embroidered on right breast of shirt)				
17	Shirts, Polo , Men, Black Long/Short Sleeve, 100% polyester, 3-button front w/contoured collar, welt cuffs, taped neck and shoulders (Special Problems Unit), black/silver deputy badge embrodied on right breast of shirt		Propper #F534172311- S/S Propper #F531572311-L/S		

STAFFORD COUNTY SHERIFF'S OFFICE
UNIFORM/EQUIPMENT QUOTATION SHEET

BID #524163					
ITEM	DESCRIPTION	UNIT PRICE	MANUFACTURER/STYLE#	DELIVERY TIME	COMMENTS
18	Shirts, Polo , Men, Royal Blue, short sleeve, 100% polyester, 3-button front w/contoured collar, welt cuffs, taped neck and shoulders (Citizen's Police Academy) to be embroidered under department logo on right breast of shirt				
19	Shirts, Polo , Men, Red, Long/Short Sleeves, 100% polyester, 3-button front w/contoured collar, welt cuffs, taped neck and shoulders (Firearms Instructor) to be embroidered under department logo on right breast of shirt				
20	Shirts, Polo , Men, Tan, Short Sleeves, 100% polyester, 3-button front w/contoured collar, welt cuffs, taped neck and shoulders (Boat/Bike Patrol) black/silver Deputy star badge embroidered on right breast of shirt (shoulder patches to be sewn on)				
21	Shirts, Polo , Women, Black/Burgundy, Short Sleeves, 100% cotton, 2-button front w/contoured collar, welt cuffs, taped neck and shoulders (Administrative Services) to be embroidered under department logo on right breast of shirt		Devon Jones #D100W		
22	Shirts, Polo , Men, Rescue Orange, 100% polyester, 3-button front w/contoured collar, welt cuffs, taped neck and shoulders (Search & Rescue) to be embroidered under department logo on right breast of shirt.				
23	Shirt, Polo , Men, Royal Blue, Short/Long Sleeve, 65% polyester/35% cotton, 3-button front w/ flat knit collar and cuffs, metal buttons with dyed to match plastic rims, side vents (Animal Shelter) to be embroidered under department logo on right breast of shirt		Port Authority #K500/K500LS		
24	Shirt, Polo ,Women, Royal Blue, Short/Long Sleeve, 65% polyester/35% cotton pique, Y-neck placket, wrinkle and shrink resistance (Animal Shelter) to be embroidered under department logo on right breast of shirt		Port Authority #L5001/L500LS		
25	Shirts, Tee , Navy, (SHEEP DOG), 100% cotton w/silk screened logo on front and back of shirt		Gildan #G800		
26	Shirts, Tee , Gray, (ROAD DAUG), 100% cotton w/silk screened logo on front and back of shirt		Gildan #G800		
27	Sweater , Black, Cardigan, Women, black 50% cotton, 50% polyester 4-button front w/2-patch pockets, covered seams and wasitband (Administrative Services) to be embroidered under department logo on right breast of sweater		Jerzees #773MP		

STAFFORD COUNTY SHERIFF'S OFFICE
UNIFORM/EQUIPMENT QUOTATION SHEET

BID #524163					
ITEM	DESCRIPTION	UNIT PRICE	MANUFACTURER/STYLE#	DELIVERY TIME	COMMENTS
28	Sweater , Black, V-neck commando style, 70% non-pulling acrylic, 30% wool, poly/cotton gabardine weave for arm and elbow patches, shoulder epaulets, fabric badge tab and name tab holders, commonwealth buttons in gold or silver sewn on epaulet (shoulder patches to be sewn on)		A+ #5953		
29	Jacket , Black and Brown colors, lightweight, waterproof, detachable pile collar, elasticized back waistband, adjustable cuffs, side zippers w/snap tab closure, military style epaulets w/silver or gold buttons, badge tab, flapped double-entry lower pockets, zip-out insulated quilted liner (all chevrons, US flags and shoulder patches to be sewn on)		Blauer #6120 Blauer #6125		
30	Jacket , Blue/Green, Heavyweight, taslan nylon shell, wind and water resistant, polyester fleece lining, 100% stretch nylon knit cuffs and bottom band (no shoulder patches or us flags) (add communication ECC/volunteer logo)		Game #9400		
31	Jacket, Motorcycle , black Leather, zipper sleeves, 2-zippered pockets, badge tab, snap down collar, shoulder epaulets, 2" stiff back kidney, 4 attached snap belt keepers, zip out full liner, inside pockets, firm padded waist, and gun pocket (shoulder patches to be sewn on)		Taylor Leather # Pittsburg		
32	Jacket Fleece, SWAT , OD Green, Microfleece, zipper front, 2-pocket, drawstring waist with drawstring cord, elastic cuff closures, nylon lining (deputy star badge silver/black to be embroidered on left breast of jacket)		Tru-Spec #2435006		
33	RainJacket, Motor Patrol , Dark Navy, High Vis, Waterproof, windproof, breathable GORE-TEX fabric shell jacket, double storm flap, chin guard, hand warmer pockets, badge tab, radio tab (shoulder patches to be sewn on)		Blauer #9970V		
34	RainJacket, Motor Patrol , Black/High Vis Yellow, softshell Fleece, water and wind resistant highly breathable certified to ANSI 107:2010 class 2, badge tab, radio tab (shoulder patches to be sewn on)		Blauer #4670		
35	Raincoat , reversible, waterproof w/Gore-Tex fabric, color: black/yellow, 1.5" scotchlite reflective trim, badge tabs, seam sealed w/gore-Tex seam tape, adjustable neck and cuff closures		Blauer #26990 Blauer #26991		
36	Parka, SWAT , OD Green, H2O Proof, breathable fabric, Dintex inner lining, rollable hood, double storm flap, sleeve pockets, adjustable sleeve cuffs and zippered underarms, non-freezing two-way zipper, insignia/badge loop, drawstring waist with cord lock (shoulder patches to be sewn on)		Tru-Spec #2028005		

STAFFORD COUNTY SHERIFF'S OFFICE
UNIFORM/EQUIPMENT QUOTATION SHEET

BID #524163					
ITEM	DESCRIPTION	UNIT PRICE	MANUFACTOR/STYLE#	DELIVERY TIME	COMMENTS
37	Parka, Search & Rescue , Black/High Visibilty, reversible, weatherproof, removable fleece liner, zippered handwarmer pockets, roll-up/removable hood, hook & loop storm cuffs, side zippers. (shoulder patches to be sewn on)		511 Tactical #48033		
38	Rainpants, SWAT , OD Green, H2O Proof, breathable fabric, dintex inner lining, bemis seal seam tape, drawstring waist with cord lock, zipper fly with snap button, 2-pass through pockets, zipper leg openings with hook & loop ankle adjustment		Tru-Spec #2047006		
39	Neckties , Black/Dark Brown, 100% polyester, clip-on				
39A	Length 14", 16", 18", 20", 22"		S. Broome		
	HEADGEAR				
40	Hats, Sheriff's Straw , black, 3" double brim one eyelet centered on each side, 1" ribbon around bottom dome, no Badge Eyelets		Stetson #S-42DB		
41	Hats, Sheriff's Felt , Black, 3" brim,one eyelet centered on each side, 1" ribbon around bottom dome, no Badge Eyelets		Stetson #F-42		
42	Strapes, Hat , Black, leather				
42A	1-Piece				
42B	3-Piece				
43	Strapes, Hat ,Black, Hi-Gloss				
43A	1-Piece				
43B	3-piece				
44	Hat, Protectors , sheriff Style, smoke color		Stetson #RC-SH		
44A	Small				
44B	Meduim				
44C	Large				
44D	Xlarge				
45	Hat, Cords , w/acorn, silver/gold				
	FOOTWEAR				
46	Shoes , Hi-gloss, black, w/dura-shock comfort insoles Men and Women sizes		Bates #942 Bates #742		
46	Boots , Men/Women, Black, 8", full-grain leather, Gortex, waterproof, breathable liner, 200g Thinsulate insulation, stitchdown platform, vibram outsoles,		Danner #69210		
47	Boots , Men, High-Gloss, Poromeric and Cordura black, 8", comfort weave lining, cement construction with side wall stitch, no weather rating		Thorogood #6823		
48	Boots , Men, High-Gloss, Poromeric and Cordura black, 6", comfort weave lining, cement construction with side wall stitch, no weather rating		Thorogood #6833		

STAFFORD COUNTY SHERIFF'S OFFICE
UNIFORM/EQUIPMENT QUOTATION SHEET

BID #524163					
ITEM	DESCRIPTION	UNIT PRICE	MANUFACTOR/STYLE#	DELIVERY TIME	COMMENTS
49	Boots , Men, black, 6", Lightweight, soft toe, Nonreflective materials, high-cut profile,nubuck leather overlays, seam-sealed Gortex membranes protection from water.		Salomon-Quest 4D GTX Forces		
50	Boots , Unisex, Black, 8", waterproof, full-grain leather and denier nylon rigi trac outsole		Rocky #2165		
51	Boots, Motorcycle , Custom, black leather, calf high, w/adjustable calf straps		Dehner		
	LEATHER /NYLON GOODS				
52	Belt, Duty , 4 row stiching w/silver/gold buckle, black leather finish		Gould&Goodrich		
53	Belt,Duty , 4 row stiching w/silver/gold buckle, Hi-Glo finish		Gould&Goodrich		
54	Belt, Duty , Nylon web, Black triple retention buckle		Heroes #1210		
55	Belt, Uniform , 1 3/4" garrison belt w/silver/gold buckle, black leather finish		Gould&Goodrich		
56	Belt, Uniform , 1 3/4" garrison belt w/silver/gold buckle, black Hi-Glo finish		Gould&Goodrich		
57	Belt, Uniform , 1 3/4" garrison belt w/velcro closure, black leather finish		Gould&Goodrich		
58	Belt, Uniform , 1 3/4" garrison belt w/velcro closure, black Hi-Glo finish		Gould&Goodrich		
59	Belt, Uniform , 1 1/2" inner belt, black nylon web, w/velcro		Heroes #1205		
60	Holster , Level III, for Glock 17/22/31 w/rails, 9mm, Black/Hi-Glo finish w/ M3/TLR1/SF x200 Light, Right hand/Left hand		Safariland #6360-832-491/942		
61	Holster , Level III, for Glock 17/22/31 w/rails, 9mm, black/STX Tac finish w/M3/TLR1/SF X200 Light, Right hand/Left hand		Safariland #6360-832-131/132		
62	Holster , ALS Tactacial Holster, for Glock 22, STX Tac finish, with TLR1 Light, Right hand/Left hand		Safariland #6304-832-131/132		
63	Holster , Black, Serpa, w/Belt & Paddle, for Glock 17/22/31, Right hand/Left hand		Blackhawk #410500BK		
64	Case , Handcuff, Open style, black leather for perless hinged handcuffs #801, single		Gould&Goodrich		
65	Case , Handcuff, Open style, black Hi-Glo for perless hinged handcuffs #801, single		Gould&Goodrich		
66	Case , Handcuff, Closed style, black Leather for peerless hinged handcuffs #801, single		Gould&Goodrich		
67	Case , Handcuff, Closed style, Hi-Glo for peerless hinged handcuffs #801, single		Gould&Goodrich		
68	Case , Handcuff, Closed style, black Nylon, single		Heroes #		
69	Holder, OC , Open style, black leather for 4 oz M-4 pepper spray		Gould&Goodrich		

STAFFORD COUNTY SHERIFF'S OFFICE
UNIFORM/EQUIPMENT QUOTATION SHEET

BID #524163					
ITEM	DESCRIPTION	UNIT PRICE	MANUFACTOR/STYLE#	DELIVERY TIME	COMMENTS
70	Holder, OC, Closed style, black Hi-Glo for 4 oz M-4 pepper spray, w/silver snaps		Gould&Goodrich		
71	Holder, OC, Open style, black nylon for 4 Oz M-4 pepper spray		Heroes #1060		
72	Case, Magazine, Double holder, black Hi-Glo w/Silver/gold snaps for Glock 17/22/31 magazines		Gould&Goodrich#H627CL/BR		
73	Case, Magazine, Double holder, black nylon for Glock 17/22/31 magazines		Heroes #1034		
74	Holder, ASP, 21" baton, Open, black Leather finish		Gould&Goodrich		
75	Holder, ASP, 21" baton, Open, black Hi-Glo finish		Gould&Goodrich		
76	Holder, ASP, 21" baton, Closed, black leather finish		Gould&Goodrich		
77	Holder, ASP, 21" baton, Closed, black Hi-Glo finish		Gould&Goodrich		
78	Holder, ASP, 21" baton, Open, nylon		Heroes #1078		
79	Holder, Glove, single, black leather		Gould&Goodrich		
80	Holder, Glove, single, black Hi-Glo		Gould&Goodrich		
81	Holder, Glove, single, nylon		Heroes #1092		
82	Keepers, belt, double snap, black leather w/silver snaps		Gould&Goodrich		
83	Keepers, belt, double snap, black Hi-Glo w/silver snaps		Gould&Goodrich		
84	Keepers, belt, double snap, nylon		Heroes #1097		
85	Keepers, Dee Ring, black Hi-Glo w/silver snaps		Gould&Goodrich		
86	Holder, Flashlight, Streamlight Strion, black Hi-Glo		Gould&Goodrich		
87	Holder, Key strap, w/flap, black leather finish		Gould&Goodrich		
88	Holder, Key strap, w/flap, black Hi-Glo finish		Gould&Goodrich		
89	Strap, shoulder, black Hi-Glo w/pivoting Dee rings connectors		Gould&Goodrich		
	INSIGNIA				
90	Collar Insignia's, 2-prawn pin, silver/gold,military style only		Premier Emblem		
90A	Colonel - Small, gold		Premier Emblem #P1306		
90B	Colonel - Large, gold		Premier Emblem #P906		
90C	Major - Small, gold		Premier Emblem #P1304		
90D	Major - Large, gold		Premier Emblem #P904		
90E	Captain - Small, gold		Premier Emblem #P1302		
90F	Captain - Large, gold		Premier Emblem #P902		
90G	Lieutenant - Small, gold		Premier Emblem #P1300		
90H	Lieutenant - Large, gold		Premier Emblem P900		
90I	Lieutenant - Small, silver		Premier Emblem		
90J	Lieutenant - Large, silver		Premier Emblem		
90K	First Sergeant - silver (one size)		Premier Emblem #P611		
90L	Sergeant - silver (one size)		Premier Emblem #P604		
90M	Telecommunicator I, sample will be provided		Premier Emblem		
90N	Senior Communicator, sample will be provided		Premier Emblem		
90O	Master Communicator, sample will be provided		Premier Emblem		

STAFFORD COUNTY SHERIFF'S OFFICE
UNIFORM/EQUIPMENT QUOTATION SHEET

BID #524163					
ITEM	DESCRIPTION	UNIT PRICE	MANUFACTOR/STYLE#	DELIVERY TIME	COMMENTS
91	Epaulettes , Black, w/gold/silver insignia's		ELC		
91A	Colonel		ELC #Y8320		
91B	Major		ELC #Y8514		
91C	Captain		ELC #		
91D	1st Lieutenant, sample will be provided		ELC		
91E	2nd Lieutenant, sample will be provided		ELC #Y8754		
92	Hash Marks , black backing w/gold hash mark, sample will be provided (per roll)				
93	US Flags , sample will be provided				
94	US Flags , OD Green, sample will be provided				
	SPECIAL INSIGNIA'S				
96	Name Tag Attachments , Gold/Silver, w/black/blue lettering		Blackington #J7		
96A	Field Training Officer				
96B	Honor Guard				
96C	Marine Patrol				
96D	Bike patrol				
96E	Search & Rescue				
96F	Motor Patrol				
96G	Dive Team				
96H	Motor Patrol		Blackington #A7097		
97	Sheriff's Office Pins , (S.O.), silver 1/2" letters		Blackington #A4287		
98	K-9, Pins , Black/silver, 1/2" letters		Blackington #A7345		
99	SWAT, Operator's Pin -antique silver		Center Mass #PN2		
100	SwAT, Senior Operator's Pin -antique silver		Center Mass #PN3		
101	SWAT, Master Operator's Pin -antique silver/Gold		Center Mass #PN4		
102	Commendation Bar , Blue enamel background w/silver star and silver border				
102A	1-Star		Blackington #A346		
102B	2-Star		Blackington #A346B		
102C	3-Star		Blackington #A346C		
102D	4-Star		Blackington #A346D		
102E	5-Star		Blackington #A346E		
103	Commendation Bar , Green ribbon w/white stripes-Academy Ribbon				
104	Commendation Bar , Black enamel background w/silver star and silver border				
104A	1-Star		Blackington #A346		
104B	2-Star		Blackington #A346B		
104C	3-Star		Blackington #A346C		
104D	4-Star		Blackington #A346D		

STAFFORD COUNTY SHERIFF'S OFFICE
UNIFORM/EQUIPMENT QUOTATION SHEET

BID #524163					
ITEM	DESCRIPTION	UNIT PRICE	MANUFACTOR/STYLE#	DELIVERY TIME	COMMENTS
104E	5-Star		Blackington #A346E		
105	Commendation Bar , Red/White/Blue enamel background w/silver star in center and silver border		Blackington #A7142		
106	Silver Star Medal , Silver medal w/commonwealth of VA seal, lettering-silver star on bottom banner, red/white/blue drape ribbon		Blackington #A1595		
107	Medal of Valor, sample will be provide		Blackington #A8365		
BADGES AND PATCHESS					
108	Badge, 5-point star , Hi-Glo/Rho-Glo, silver or Gold, w/blue lettering		Blackington #B953		
108A	Badge, 5-point star, gold, w/blue lettering-Sheriff				
108B	Badge, 5-point star, gold,w/blue lettering-Major				
108C	Badge, 5-point star,gold, w/blue lettering-Captain				
108D	Badge, 5-point star,gold,w/blue lettering-Lieutenant				
108E	Badge, 5-point star,silver,w/blue lettering-First Sergeant				
108F	Badge, 5-point star,silver,w/blue lettering-Sergeant				
108G	Badge, 5-point star,silver,w/blue lettering-Deputy				
108H	Badge, 5-point star,silver & gold,w/blue lettering-Honor Guard				
109	Badge, Shield , oval, Hi-Glo/Rho-Glo, gold, w/gold letters/numbers on blue panels (Captain)		Blackington #A4684RS + #B960		
110	Badge Shield , oval, Hi-Glo/Rho-Gol, Gold, w/gold lettering/numbers on blue panels (Lieutenant)		Blackington #A4684RS + #B960		
112	Badge, Shield , oval, Hi-Glo/Rho-Glo, Silver, w/silver lettering/numbers on blue panels (First Sergeant)				
113	Badge, Shield , oval, Hi-Glo/Rho-Glo, silver, w/silver lettering/numbers on blue panels (Sergeant)				
114	Badge Shield , oval, Hi-Glo/Rho-Glo, Silver, w/silver letters/numbers on blue panels (Detective)		Blackington #A4684RS + #B960		
115	Badge Eagle , Hi-Glo/Rho-Glo, silver, blue lettering and points, Bowed to fit motor helmet		Blackington #B1107DE		
116	Aiguillette , shoulder, braided, silver or gold, w/metal tip				

**PURCHASE AND DELIVERY OF UNIFORM STOCK FOR THE STAFFORD COUNTY
SHERIFF'S OFFICE**

BID #524163

RESPONSE SHEET

Company Name: _____

Address: _____

Telephone: _____ FAX: _____

Email: _____

Name & Title of Person Submitting Bid: _____

Signature: _____

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Procurement Code and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. **Small Business:**

For the purposes of this document a Small Business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million dollars; or
- (c) is independently owned and operated (not subsidiary of another firm).

2. **Minority Business:**

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of fifty one percent (51%) or more of such an enterprise.

- (b) A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____ No _____

Small Business Firm: Yes _____ No _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE (OFFICE): _____

STAFFORD COUNTY

STANDARD CONTRACT FOR SUPPLIES

This Contract is entered into this _____ day of _____, 2016, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for supplies identified herein, on the following terms and conditions. This contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. Definitions.

(a) As used in this Contract, the term “County” shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the “County” shall mean _____

(If this line is blank, the Contracting Party is the Board of Supervisors.)

(b) As used in this Contract, the term “Contractor” shall mean

2. Where boxes are provided beside any provision of this Contract, only those provisions which are marked shall apply to this Contract. Such boxes shall be marked by the County as part of the bid process.

3. Provisions of Supplies.

(a) The vendor hereby agrees:

to sell

to lease

the following supplies to the County:

(b) The supplies shall strictly conform to the specifications set forth in the Invitation for Bids for these supplies, or any amendments thereto, and any descriptions or samples provided therewith by the Contractor.

(c) The time, manner and place of delivery of such supplies shall be:

4. Time of Essence.

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

5. County Obligations.

In return for the supplies identified above, the County shall pay the Contractor the following amounts (and in accordance with such formula for payments as may be set forth herein):

[] (a) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all prices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. Termination for Convenience of the County.

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or

delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Office of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price or work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Officer shall determine to be due under this clause, the Contractor may dispute any claim in writing to the County Administrator or his/her designee in accordance with Paragraph 21 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default.

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provisions contained herein.

8. Examination of Records.

(a) The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agreed that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy pertinent books, documents, papers and records of such contractor involved in transaction related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. **Termination for Non-Appropriation of Funds.**

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this contract is entered into, for the purposes of this Contract, then the County may terminate this contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not purchase, lease or rent supplies which are substantially equal to or perform functions for six months similar to those for which this contract was entered into for the remainder of the fiscal year during which termination occurs. This provision shall survive any termination of the Contract.

[] 10. **Insurance.**

The Contractor shall maintain insurance, in the amount and form set forth herein, to insure against loss or damage of supplies which are herein identified, until such time as the County accepts delivery of the supplies, or such other time as may be herein specified. The insurance required hereby shall be:

11. **Governing Law**

A contract for the purchase of supplies shall be governed by the Virginia Uniform Commercial Code, Titles 8.1-8.10 of the Code of Virginia (1950, as amended), and such supplies shall be deemed "goods," as defined therein.

12. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County

Administrator.

13. Modifications or Changes to this Contract.

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the quality of goods to be supplied or the time of delivery; provided that no Contractor shall be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the contract subject to the conditions and limitations herein.

(b) If any change under this clause causes an increase or decrease in the Contractor's cost of, or time required for, the performance of any part of the Contract, the parties shall negotiate an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the County, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Failure to agree to any adjustment shall not excuse a Contractor from proceeding with the Contract as changed.

(c) The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time prior is extended by the Purchasing Officer in writing, or unless the Purchasing Officer requires submission of

a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(e) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. **Warranties.**

Contractor warrants the (1) the supplies to be provided to County pursuant to this agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the County pursuant to this agreement conform to the standard required by Paragraph 3 (b) of this Contract.

The Contractor further warrants that the Contractor has title to the supplies provided, in that the supplies are free and clear of all liens, encumbrances, and security interests. All warranties made in this agreement, together with service warranties and guarantees, shall run to the County and its successors and assigns.

[] 15. **Additional Warranties.**

16. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of the work contemplated by this Contract.

17. **Inspection.**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the County either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the County thereby; or (ii) may terminate this Contractor for default as provided in the clause of this Contract entitle "Termination for Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Purchasing Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.

Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to

inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the County.

(c) The inspection and test by the County of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except in regards to latent defects, fraud, or such gross mistakes as amount to fraud.

18. Contract Administration--Delegation of Authority.

Contract administration of the Contract will be performed by _____(using department). The specific individual assigned to administer this Contract is _____. The contract administrator is not authorized to approve changes to this Contract unless such authority has been delegated to the contract administrator in writing by the Purchasing Officer and has been approved by the County signatory to this Contract. The County will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

19. Liability for Loss or Damage.

The Contractor shall be liable for any loss of, or damage to, County property caused by the negligence or willful misconduct of the Contractor, his agents, servants and employees and shall indemnify and save the County harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fee, by reason of any suit or action brought for an actual or alleged injury to or death of any person or damage to property other than County property resulting from the performance of the Contract. The Contractor shall submit to the Purchasing Officer

within 24 hours following the occurrence of such damage, loss or injury, a full written report.

20. **Nondiscrimination.**

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, sex or national origin, except where religion, sex or national origin 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) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

21. **Disputes.**

Any dispute concerning a question of fact as a result of this Agreement shall be decided by the County Administrator, or his/her designee, who shall render his decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator or his/her shall be final and conclusive

unless the Contractor appeals the decision within six months of the date of the final written decision, by instituting legal action as provided in the Code of Virginia. The Contractor may not institute a legal action, prior to receipt of the County Administrator's decision on the claim, unless the County Administrator or his/her designee fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator or his/her designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

[] 22. **Additional Provisions.**

23. **Integration Clause.**

This Contract shall constitute the whole agreement between the parties. There are not promises, terms, condition, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

24. **Legal Status**

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

25. **Faith-Based Clause.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 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.

County Representative

Title

Contractor or Duly Authorized
Representative

Title

Revised 5/2015