

**FAUQUIER COUNTY PUBLIC GOVERNMENT**  
**a political subdivision of the Commonwealth of Virginia**

Contract # 25-150-C-R

Riding James City County (Maintenance Agreement 10-3944A) **Cable Associates, Inc**

This Agreement is made and entered into this 30 day of **May 2025**, by the Fauquier County Government a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and **Cable Associates, Inc.** having its principal place of business at **423 Redoubt Road, Yorktown, VA 23692** hereinafter referred to as "Contractor".

**WITNESSETH** that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide Installation of Single-Mode Fiber Optic Cable

**COMPENSATION:** The Owner will pay, and the Contractor will accept in full consideration for the performance during the contract term "pricing as negotiated and attached".

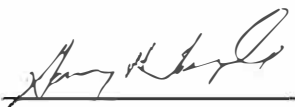
**CONTRACT PERIOD:** Date of execution, through May 9, 2029, with an option for five (5) year renewals by mutual agreement of both parties.

The contract documents shall consist of **and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:**

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) Maintenance Agreement 10-3944A dated March 19, 2010, the bid response dated April 27, 2010, the renewals, and extensions with multiple dates; and
- (4) The Maintenance and Installation Contract dated March 16, 2010, including all attachments and documents incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**Cable Associates, Inc.**

By: 

Title: President

Date: 5/30/2025

Fauquier County Government  
a political subdivision of the Commonwealth  
of Virginia

By:   
Kristen Hylton

Title: Procurement Manager

Date: 6/2/2025

## GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- 1. AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
- 2. COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

### CONDITIONS OF BIDDING

- 3. CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
- 4. MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
- 5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

  - The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
  - Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
  - If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- 6. WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

  - Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
  - Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
- 7. ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 8. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (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 Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid 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 Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, 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 another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner 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, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. 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 recipient's 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. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
- 1) 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 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.
  - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one 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.
  - b. The Owner 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 Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
    - 1) By mutual agreement between the parties in writing; or
    - 2) By agreeing in writing 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 Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
    - 3) 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 Owner with all vouchers and records of expenses incurred and savings realized. The Owner 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 Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving 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 Owner or with the performance of the contract generally.
  - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** 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 on 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 purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
  - Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

**39. USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at [www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm) or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

#### DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
  - Name of Article and Stock Number,
  - Quantity Ordered,
  - Quantity Shipped,
  - Quantity Back Ordered,
  - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **BIDDER/CONTRACTOR REMEDIES**

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



**James City County Purchasing Office**  
**101-F Mounts Bay Road, Suite 300**  
**Williamsburg, VA 23185**  
**Phone: (757) 253-6646**  
**Fax: (757) 253-6753**  
**Email: dbreland@james-city.va.us**

**JAMES CITY COUNTY, VIRGINIA**  
**REQUEST FOR PROPOSALS**  
**10-3944**

**Title:** Installation of Single-Mode Fiber Optic Cable

**Issue Date:** March 19, 2010

**Pre-Proposal Conference:** March 29, 2010, 10am, in the Building F Board Room, 101F Mounts Bay Road, James City County Government Center, Williamsburg, Virginia 23185

**Due Date:** April 8, 2010, 2PM, local time at the Purchasing Office

**Submit:** Signed Cover sheet(s) ; Original and Six (6) copies; Contractor Data Sheet; Price Proposal Forms; Safety Certification Form; Copy of Warranty; Contractor's License

**Inquiries:** Don Breland, Senior Buyer, phone (757) 253-6648/6646

**This public body does not discriminate against faith-based organizations.**

In compliance with this Request for Proposals and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this bid and is authorized to contract on behalf of the firm named below. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION YES ( ) NO ( )

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.1-340 et seq.) is set forth below. (Additional sheet may be added if necessary.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**License#** \_\_\_\_\_ **Type:** \_\_\_\_\_

**Address:** \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**This form must be signed in ink. All signatures must be original.**

**I hereby acknowledge receipt of the following addenda:**

**Addendum No. 1** \_\_\_\_\_ **Addendum No. 2** \_\_\_\_\_

**Addendum No. 3** \_\_\_\_\_ **Addendum No. 3** \_\_\_\_\_

**Addendum No. 4** \_\_\_\_\_

**JAMES CITY COUNTY  
REQUEST FOR PROPOSALS 10-3944  
INSTALLATION OF SINGLE-MODE FIBER OPTIC CABLE**

1.0 Purpose and Background:

1.1 James City County is soliciting proposals from licensed, qualified and experienced firms to furnish and provide underground installation of a diverse fiber optic backbone for its Metropolitan Area Network (M.A.N.). The existing County M.A.N. serves sites that include all James City County (JCC) government offices and primary service and operations facilities, all Williamsburg-James City County (Wmbg.-JCC) public schools, school administrative offices, and school operations facilities. From an existing backbone, each site has a demarcation point in an underground vault that ties into a County-owned spur line.

1.2 The request is for underground installation of single-mode, dark fiber only. The County lights its network with off-the-shelf electronics. The County will use the new single-mode fiber construction as its primary network backbone path. The path of that new fiber construction will follow routes between the major County offices now serving as nodes on the County's M.A.N. Network construction will consist eventually of installing, underground in conduit, a total of approximately 190,000 ft. of 24-count single-mode fiber inside conduit with a minimum diameter of two inches.

All proposals must be received No Later Than 2:00pm local time, April 8, 2010, in the Purchasing office. Responses should contain a signed copy of the Cover Sheet.

2.0 Scope of Work and General Requirements:

2.1 Contractors installing fiber for James City County will adhere to James City County "Technical Specifications for the Installation of Single-Mode Fiber Optic Cable," attachment (1), and all applicable local, state, and federal safety codes, ordinances, and regulations unless specified otherwise in this document or in written exceptions from the JCC Information Resources Management Division (IRM).

Quality Assurance. All Vendors shall be properly licensed by the Commonwealth of Virginia and have a minimum of three (3) years experience, as commercial fiber optic cable installers. Installer must have a minimum of two (2) years experience in the design, placement, termination and testing of fiber optic cabling for both outside and inside (interior and exterior cable plant fiber) installation. Contractor shall provide the proper Quality Control during the installation and testing of the Fiber optic cable.

Measurements. The Contractor shall verify all dimensions and conditions as required to accurately lay out, install and fit all items specified in the RFP.

The Contractor shall furnish, without extra charge, any additional materials and/or labor as may be required for compliance with applicable local, state, and federal laws, rules, and/or regulations though such materials and/or labor are not specifically set forth in this Request for Proposals (RFP).

Time is of the essence for this project. The fiber optic cable must be installed, tested and accepted by the dates provided in the RFP in section 3.3 Segment Identification and Construction Sequencing and in the JCC Backbone Area Network Backbone Construction Spreadsheet, attachment (6) and as provided in the in the Notice to Proceed. The successful offeror shall coordinate all work and corresponding schedules with the Owner's representative and any other Contractors who may be working on site at the time.

- 2.2 All new fiber backbone installation will consist of 24-ct. non-dispersion-shifted, single-mode fiber (ITU-T G652.D) installed in a minimum diameter 2" underground conduit. An exception, for only the conduit specifications, will be the VDOT crossing requirements noted in the JCC standards.
- 2.3 In all construction phases, the contractor shall obtain all permits and rights-of-way, taking comprehensive steps to ensure that other entities' underground utilities are not interrupted during installation (i.e., the vendor shall be responsible for due diligence of locating existing cable and utilities and for notifying Miss Utility/Virginia Utility Protection Service). The contractor shall ensure that right-of-way costs are minimized, and will take advantage of inter-governmental agreements to obtain access at no cost.
- 2.4 Requirement to avoid operational conflicts. Schools and County sites depend on the existing backbone for daily operations. All changes to the existing backbone connections will be the last step in site construction. Work will be performed on an approved schedule to avoid educational and operational shutdowns. Timing for each change to the backbone will be presented to designated members of JCC and Wmbg-JCC Schools technology staffs at least 72 hours before implementation.
- 2.5 Site Drawings. Before work is approved for payment, the Contractor shall provide the James City County Information Resources Management Director with a set of professional drawings on an electronic storage medium, in Adobe Acrobat pdf format. Drawings shall be accurately marked to indicate the following:
  - Route(s) of fiber optic cable
  - Depth from finish grade of underground cable
  - Location of vaults and hand holes
  - Segment lengths
  - Type of fiber optic cable
  - Locations of slack loops (service loops)
  - Separation in feet between fiber optic cable and other underground cables or utilities

### 3.0 Installation Requirements:

3.1 The existing fiber backbone will become a diverse path for the M.A.N. The new backbone will be the primary carrier. The steps following are presented in an order intended to provide clarity. The actual sequence of the installations will be dictated by the requirement in paragraph 2.4, above. JCC IRM and Wmbg-JCC Schools technology staffs will be presented with a contractor's plan and schedule, at least 72 hours prior to construction work at each site.

3.1.1 As part of construction of the new backbone, the County requires disconnection of the old fiber backbone from County-owned "spurs" that are tied into County and School network nodes. The contractor will ensure continuity in the original backbone by cutting the spur in the County-owned vault closest to the old backbone, then splicing the appropriate pair (or two pair) of fiber to loop back into the old backbone. The old backbone itself is not to be touched in this process.

3.1.2 The contractor will set a new vault on top of the spur remaining and splice the new fiber backbone into the spur.

3.1.3 Site spur differences. JCC Government and the Wmbg-JCC Schools effectively have their own M.A.N.s. Each uses one pair of fiber exclusively and deploys different electronics. Spurs installed in the 1990s routed both pair of the backbone into all sites, however. Later spurs routed only the pair lit by each entity.

- As part of the implementation reviews (para. 2.4) the contractor will check the status (i.e., operational pairs) of each site's backbone connection with designated JCC and Wmbg-JCC School technology staff. The contractor will test to verify such status and to ensure that old backbone continuity is preserved.

- JCC Government sites and Wmbg-JCC School sites will require different splices of the new backbone into their respective spurs. The new backbone will provide each type of site with two-pair of primary fiber for the site owner, and one pair of fiber to the other entity. Generic splice details for the two different site types are in attachments (2) and (3).

3.1.4 Termination and patching. At each site if the new 24-ct. backbone is routed to a telecommunications room, the contractor will terminate all 24 strands in a standard tray/termination module according to JCC standards. SC patch cables will be provided for all terminated pairs.

## 3.2 Site Construction at Fiber Network Nodes

- 3.2.1 A new communications vault will be installed at each of the named sites on a route segment as listed below in Section 3.3 Segment Identification. The new vault will be placed in a position on top of its associated network node spur. It will be set at least 25 feet inbound (i.e., toward the node) from an existing vault that is near the backbone end of the spur. The new backbone fiber will be routed through such new vault at each site.
- 3.2.2 Where the new backbone is designated to run into the telecommunications room of a site, a vault shall be placed within six feet of a building service entrance conduit to facilitate routing cable into the telecommunications room.
- 3.2.3 Fiber in current vaults at the end of each spur (farthest from the County or School building serving as a network node) will be spliced to maintain continuity along the existing four-count backbone. This will be accomplished by splicing the existing spur only (not the old backbone), as follows:
  - 3.2.3.1 The spur will be cut close to the original vault in a manner that will share slack between the old vault and the new one. Any penetration of spur conduit will be re-sealed to maintain watertight integrity.
  - 3.2.3.2 At the original vault (usually near the old backbone), the spur will be spliced to loop back into the existing backbone to maintain continuity along the two-pair of JCC fibers in that backbone. Existing splices between the old backbone and the spur will not be disturbed. Any slack loops in the existing spur vault will likewise remain undisturbed.
  - 3.2.3.3 At the new vault the spur will be spliced into the new backbone to connect the node to the new backbone. See attachments (2) and (3).
- 3.2.4 New fiber backbone connections to spurs. JCC Government and Wmbg-JCC Schools will share the new backbone. Twelve strands of fiber from the 24-count backbone will be spliced into existing 12-count spurs at each node.

For the purpose of easier identification in the new backbone, JCC fibers and Williamsburg-James City County School fiber strands will be connected in EIA/TIA 598-C color coded order (attachment (4)) as follows:

- 3.2.4.1 On the 24-ct. backbone, JCC government is designated to use the 12 solid-color fiber strands (EIA/TIA 598C: Blue [1], orange [2], green [3] ... aqua [12]).
- 3.2.4.2 Williamsburg-James City Schools are designated to use the remaining 12 “dashed-color” fiber strands in the 24-ct. bundle (EIA/TIA 598C: blue/black dash [13], orange/black dash [14], green/black dash [15], etc., so that a spur from a W-JCC School site shall connect to the backbone’s “dashed” colors.
- 3.2.4.3 Splice order in new vaults over spurs, for the respective sites, is shown in attachments (2) and (3).
- 3.2.5 Except as noted, new spur construction found necessary in this project shall consist of 48-ct. fiber, fully terminated in the telecommunications room of a site in a Superior Module or equivalent.
- 3.3 Segment identification and construction sequencing. Single-mode 24-count fiber will connect County-to-County and School-to-School sites. Except where noted, all connections will involve splices to County spur lines in new vaults. Fiber route segments are listed in the paragraphs below in the **order** in which the County requires completion.

Each of the following sites is identified on the James City County map (attachment (5)) and in a spreadsheet (attachment (6)) showing its address, approximate point where its spur ties into the backbone, and a completion date. The list notes whether a completion date is mandatory or is to be estimated by the bidder.

- 3.3.1 JCC Police Building (under construction) to Human Services Building. This run will be split into two parts; each part will be configured differently from a standard run. **This segment shall be completed by October 1, 2010.**
  - 3.3.1.1 The first part will run 24-count fiber from the Police Bldg. Data Center to a termination point inside Warhill High School, via existing conduit.
  - 3.3.1.2 The second part will splice a new 12-ct. spur into an existing, open 12-ct. of a 24-ct. fiber run from Warhill H.S. to Lafayette H.S. The open 12-ct. currently ends inside a vault at the Lafayette H.S. entrance on Longhill Rd.
  - 3.3.1.3 From the new splice in the vault at the Lafayette entrance, run the new 12-ct. fiber spur to the Lafayette H.S. Telecom. Room and terminate it. The contractor will survey existing spur conduit to determine whether or not additional inner duct may be

required to accomplish this spur run.

3.3.1.4 Install and terminate a second, new cable tray in the Lafayette H.S. Telecom. Room.

3.3.1.5 Run new 24-ct. fiber from the Lafayette to the Human Services Building Telecom. Room and terminate it.

3.3.2 JCC Toano Complex (includes JCC Emergency Communications Center) to JCC Police Building. The Toano Complex is the western end point not only for this segment but for all of the new backbone. New 24-ct. backbone will be run between the end points of this segment. The end points for this segment are the utility room in the JCC Satellite Office and the data center in the Police Building. The segment will tie into spurs at three sites along the route per the enclosed diagrams: Toano Middle School, the James City County Library, and Norge Elementary School. **This segment shall be completed by November 1, 2010.**

3.3.2.1 The backbone route will proceed from the Toano Complex southeast along Rte. 60 and tie into a new vault, placed on the west side of Rte. 60, on the spur into Toano Middle School. Splicing for this site will follow the standard pattern for school sites (outlined in attachment (3)). The new vault shall be placed on school property within 50 feet of Rte. 60, and the old backbone will be terminated inside the new vault.

3.3.2.2 JCC Library connection. The Library site is an exception to normal node connections. The new backbone will have to be run from Toano Middle School to a new vault, on the southwestern side of Rte. 60 that will be placed for optimal connection to the Library in the vicinity of the intersection of Rte. 60 and Croaker Road. The backbone will cross under Rte. 60 and under the CSX rail line in order to reach the James City County Library, then return via the same route.

- At the library site, the new backbone will be run directly into the library data center via new inner duct. It will be terminated per para. 3.1.4, above. The same inner duct may be used for both 24-ct. lines running to the library from Rte. 60 (i.e., if materials, termination, and splicing are less costly, 48-ct. may be substituted). The original spur and backbone connections to the Library will remain intact.

3.3.2.3 Norge Elementary School. The backbone route will proceed from the new vault toward the southeast along Rte. 60 and tie into another new vault, placed on the west side of Rte. 60, on the

spur into Norge Elementary School. Splicing for this site will follow the standard pattern for school sites (see attachment (3)). The new vault shall be placed on school property within 50 feet of Rte. 60, and the old backbone will be terminated inside the new vault.

- 3.3.2.4 From the new vault on the Norge Elementary School spur, inner duct will be run via Rte. 60 and Centerville Road to an existing, large vault at the intersection of Centerville Road and Opportunity Way. To reach the Police Building from that existing vault, the segment will use an empty inner duct inside an existing multiplex conduit originating at that large vault. Fiber will be routed under Opportunity Way via existing conduit, into the Police Building data center, and be terminated there per para. 3.1.4.
- 3.3.3 JCC Government Center Complex to JCC Community Video Center (CVC), via Quarterpath Road through the City of Williamsburg, or the least-cost underground route to reach the Studio. Use 36-ct. fiber. **Desired completion for this segment is November 15, 2010.**
  - 3.3.3.1 Enroute, a standard school splice, per attachment (3), will be made at Matthew Whaley Elementary School. The fiber splices will be made on the first 24 strands of the 36-ct. fiber.
  - 3.3.3.2 A new vault, with ten ft. of fiber slack, will be placed along the route at the southwest side of the North Boundary St./Lafayette St. intersection. This vault will be a tie point for future splicing into the Williamsburg Library. No splicing will be required in this vault as part of this project.
  - 3.3.3.3 The 36-ct. fiber will be terminated inside the Video Center.
- 3.3.4 Human Services Bldg. to JCC Community Video Center. Segment connections: **Desired completion for this segment is December 15, 2010.**
  - 3.3.4.1 Fire Station 4. Proceed from HSB to FS #4, full 24-ct. termination in FS#4.
  - 3.3.4.2 JCC Community Center. From F.S.#4, under Rte. 199, along Rte. 199 to Longhill Rd. Full 24-ct. termination.
  - 3.3.4.3 James Blair Middle School. From JCC Com. Ctr. along Longhill Rd. to James Blair. Standard school splice (attachment 3).

- 3.3.4.4 Tewning Rd. Complex. From James Blair west via Ironbound Rd., then south to JCSA Admin./Operations Bldg., 119 Tewning Rd. Full 24-ct. termination in Data Center.
- 3.3.4.5 Community Video Center. From JCSA Admin./Ops. Tewning Rd. to CVC via Ironbound Rd., through Ironbound/Monticello intersection, into CVC.
- 3.3.5 JCC Community Video Center to Rawls Byrd Elementary School. To maintain full network contiguity, the segment will consist of 48 fiber strands. The contractor may install 48-ct. fiber or two 24-ct. cables, whichever is the lower cost. The first 24 strands will be connected to the school spur using standard splicing per attachment (3). The second 24 strands will be treated as a “pass through” and will not be tied into the spur. It will run out to Rawls Byrd and will be fully terminated at the L.E.C. and at Rawls Byrd. Segment connections and routes: **Desired completion for this segment is March 1, 2011.**
  - 3.3.5.1 Wmbg.-JCC Courthouse. Under Ironbound Rd. to Courthouse vault, standard JCC splice (attachment (2)).
  - 3.3.5.2 JCC Mid-County Park (vault only). Run from the Courthouse along the south side of Monticello Ave., under Rte. 199, resuming on Ironbound Rd. on the west side of Rte. 199. Ensure that a vault is in the right-of-way abreast the JCC Mid-County Park on Ironbound Rd. (after the News Rd. intersection), and that a minimum of 15 ft. of slack is in the vault. This vault will be for future use only. No splices will be made in the vault under this RFP.
  - 3.3.5.3 Clara Byrd Baker Elementary School. Proceed south along west side of Ironbound Rd. to intersection with John Tyler Hwy. Standard School Splice (attachment (3)).
  - 3.3.5.4 Law Enforcement Center (Fire Administration)/Fire Station 3. Proceed from Clara Byrd Baker vault along John Tyler Hwy. to the L.E.C. The new backbone will be run into the data center in the building and be terminated.
  - 3.3.5.5 Rawls Byrd Elementary School. A final 24-ct. cable will be run from the data center in the L.E.C. to the terminus of this segment in the telecom. room of Rawls Byrd. Right-of-way will be via property and roads between the school and the L.E.C.
- 3.3.6 The following two segments will be accomplished on a schedule that is dependent on a roads project to realign Rte. 60 and on the cost of connecting each node.

- 3.3.6.1 Government Center Complex to James River Community Center/Elementary School. Enroute, a standard JCC splice (attachment (2)) will be made at Fire Station No. 2. The connection at James River Community Center/Elementary School will be treated as an end point. All 24-ct. backbone fibers will be terminated inside the telecom. room at the school site. Since the Fire Station may become an interim end point, bidders will provide in their quotes details for the cost of each part of this segment. **Desired completion for this segment is October 1, 2011.**
- 3.3.6.2 James River Community Center/Elementary School to Regional Jail and Middle Peninsula (Merrimac) Juvenile Detention Center. This connection is a low-priority. Its construction is dependent on construction costs. The route may be an extension of the backbone from the JRCC/Elem. School connection, across Rte. 60, CSX tracks, and Rte. 143, or it may take a route to provide the least-cost route from any of the nodes that lie to the southeast of the Government Center, including a backbone connection that would run directly from the Government Center itself. **Desired completion for this segment is December 1, 2011.**

#### 4.0 Pre-Proposal Conference

A Non-Mandatory Pre-Proposal Conference will be held on Monday, March 29, 2010, at 10:00 a.m. in the Building F Board Room, James City County Government Center, 101-F Mounts Bay Road, Williamsburg, Virginia.

County representatives will discuss the cable installation sites as shown on the Map, attachment (5), and as indicated by the Original Spur Vault Location Lat/Long coordinates listed on the JCC Metropolitan Area Network Backbone Construction Spreadsheet, attachment (6) and provide sample photographs of some of the sites.

Site Visit. The County recommends that a member from a prospective offeror's company visit the job site(s) to verify conditions affecting the Fiber Optic Cable Installation prior to submission of their proposal. The prospective offeror should carefully examine the specifications in this RFP and the job site(s) as indicated in paragraph 5.0 below to ensure a clear and full understanding of the scope of work.

Prospective Offerors may make an appointment for a site visit during the week of March 22<sup>nd</sup> ; March 29<sup>th</sup> by calling Tom Pennington, Information Resources Management Director at (757) 253-6666, Monday through Friday between 9:00 a.m. to 4:00 p.m. to schedule an appointment.

## 5.0 Interpretations and Addenda

No oral explanation in regard to the meaning of the RFP documents will be made, and no oral instruction will be given before the award of the work. Discrepancies, omissions or doubts as to the meaning of the RFP documents shall be communicated in writing to the Owner for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their Offers. Any interpretation made will be in the form of an Addendum to the RFP, which will be forwarded to all holders of record and its receipt shall be acknowledged in the Offerors proposals on the RFP cover Sheet in the space provided. All questions shall be received **NO LATER THAN TEN (10) days prior to the date set for receipt of Proposals.**

## 6.0 Familiarity with Proposed Work

It is the responsibility of the Contractor, by careful personal examination of the RFP Documents and the Scope of Services, to visit the area of the work to be performed, if that is required; and to satisfy the full scope of services required for the total project. The Contractor should study and carefully correlate the Contractor's knowledge and observations of the RFP Documents and such other related data and to promptly notify the Owner of all conflicts, errors, ambiguities, or discrepancies which the Contractor has discovered in or between the RFP Documents and such other related documents or conditions. Failure to do so shall not relieve the Successful Offeror of their obligation to perform as per the provisions of the resulting contract. The Contractor shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall they claim any misunderstanding with regard to the nature, conditions or character of the work or services to be provided under the contract.

## 7.0 Definitions:

7.1 The term "Owner" used in this solicitation refers to James City County (JCC).

7.2 The term "Contractor" refers to the person or firm to whom an award is made to perform the work under the contract.

7.3 The term "Offeror" means the firm or company submitting a proposal.

7.4 The term "Successful Offeror: means the Offer to whom the Owner (On the basis of the Owner's evaluation as herein provided) makes an award.

## 8.0 Submittals Required from Successful Offeror:

8.1 Technical Specifications for all cabling equipments to be installed as soon as practicable and within fifteen (15) days after the Notice of Award and before any cabling materials are purchased, the Contractor shall submit to the Owner for approval, a complete list of materials and equipments, giving the manufacturers' names, catalog number, size, etc.

8.2 All cabling and materials shall be NEW, unused and the manufacturer's current production model as offered to commercial trade; free from defects, and of the make, brand or quality as specified herein and acceptable by the Owner.

9.0. Bid Security and Insurance

The successful Offeror shall provide Performance and Payment Bonds and insurance for this Project. **See Special Terms and Conditions, Paragraph 22.2.13; 22.1.14; and 22.1.17.**

10.0. Surety

Performance and Payment Bonds submitted by the Offeror to whom notification to award a contract has been given, shall be executed by surety companies legally authorized to do business in Virginia. Such surety companies shall also be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department, Washington, D.C.

11.0 Power of Attorney

Attorney's-in-Fact who sign Performance and Payment Bonds must file with Each Bond a certified copy of their Power of Attorney to sign said Bonds, bearing the same date as the Bonds.

12.0 Proposal Preparation and Submission Instructions

12.1 Proposals should contain the following information in the order listed below:

12.1.1 Qualifications of the firm and the people, including sub-contractors, who will perform the work, including applicable Licenses

12.1.2 Experience with similar projects. List at least three (3) similar previous and/or current projects with reference contact information (name, tel/fx numbers; address; email address. The contractor should at all time have a supervisor on-site who possesses a minimum of three (3) years experience in similar types of construction work. Complete the Contractor Data Sheet, attachment (7) and return with the Proposal.

Provide a list of construction equipment the contractor owns or will rent to complete this project.

12.1.3 Understanding of the project and how the firm will perform the scope of work. Include a detailed work plan /spreadsheet listing project milestones with event start dates and completion dates based on cable segment installation completion dates in accordance with Request for Proposals

(RFP) segment completion dates. Include contractor's Quality Assurance/Control philosophy, program and name of QA Supervisor. Identify current and project workloads for the next six (6) months.

12.1.4 Proposed cost for the project including a breakdown of the cost of each Cable installation segment as described in the RFP, including design, Equipment costs, installation, etc. Complete attachment (8).

12.1.5 Warranty Information

12.1.6 Maintenance Information.

12.1.7 Provide a copy of firm's latest audited financial statement along with a copy of the firm's latest Dunn and Bradstreet report.

One (1) original and six (6) copies of the proposal are due at the James City County Purchasing Office, 101-F Mounts Bay Road, Suite 300, James City County Government Center, Williamsburg, VA 23185 NO LATER THAN 2:00 PM local time on April 8, 2010. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

It is the offeror's responsibility to clearly identify and to describe the products and services being offered in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. Proposals should be in 8 1/2" x 11" format and should be prepared simply and economically, providing a straight forward, organized, and concise description of the offeror's ability to meet the requirements of the RFP. The number of pages should be kept to a minimum. Fancy bindings, colored displays, promotional material, etc. are not desired. Emphasis should be on completeness and clarity of content.

To demonstrate qualification for the project, each offeror must be prepared to submit further written satisfactory evidence of experience, resources (material; personnel; equipment, etc), financial capability or other evidence to demonstrate competence and qualifications to do the work.

The Owner may make such investigations as it deems necessary to determine the suitability of the offeror to perform the work. The Owner's decision or judgment in these matters shall be final, conclusive and binding on offerors.

## 13.0 Evaluation and Award Criteria

13.1 Proposals will be evaluated using the following criteria:

13.1.1 Qualification of the firm and past experience with satisfactory completion of similar projects on schedule and within contract budget.

13.1.2 Understanding of the project and how the firm proposes to complete the Project within the target completion dates.

13.1.3 Workload of the firm as it affects the firm's ability to complete the project on schedule.

13.1.4 Cost.

13.1.5 References.

13.1.6 Warranty

13.1.7 Maintenance.

References may be contacted as part of the evaluation process. A steering committee shall review proposals and select the successful Offeror. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall be then conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the public body shall select the offer which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposals, awards may be made to more than one Offeror. Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The Notice of Award shall be posted on the bulletin board for public notices in the Purchasing Office and posted on the James City County website: [www.jccEgov.com/business/bids/html](http://www.jccEgov.com/business/bids/html).

#### 14.0. Award of Contract

A contract shall be issued to the Successful Offeror. Termination of the contract shall be as described in the General Terms and Conditions, attachment (9). The contract shall consist of this Request for Proposal, the successful Offeror's proposal together with the negotiated fee schedule based on the Scope of Services, and the specifications, terms and conditions herein and other terms and conditions mutually agreeable to the parties, along with the Request for Proposals and all modifications thereto, shall be incorporated into the Standard Contract, attachment (10), along with the Request for Proposals and all modifications thereto by reference. Any concerns regarding the Standard Contract shall be addressed within the proposal response.

The Offeror shall inform itself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful Offeror of his obligation to carry out the provisions of this RFP and resulting contract and to complete the Scope of Services outlined therein.

15.0. Liquidated Damages

It is mutually understood and agreed by and between the Contractor and Owner that in the execution of the Work, time is an essential element of the Agreement, and it is important that the Work proceed vigorously to completion. The Owner has the right to deduct *any* liquidated damages from any money in the Owner's hands, otherwise due, or to become due, to the Contractor, and to sue for and recover any additional compensation for damages for non-performance of the Work or failure to complete the Work within the Contract Time.

The assessment of liquidated damages for failure to complete the Work within the Contract Time as specified in the Notice to Proceed shall not constitute a waiver of the Owner's right to collect any additional damages that the Owner may sustain by failure of the Contractor to carry out the terms of the Agreement.

In the event of delay in the completion of the Work as specified beyond the Completion Date as adjusted by Change Orders, it would be difficult to determine the exact amount of the loss or damages suffered by the Owner due to delays in completion of the Agreement. Therefore, for every -Day of delay past Completion Date of this Agreement as adjusted by Change Orders, the Contractor and the Contractor's Surety will be liable to the Owner, as liquidated damages for delay and not as a penalty, **\$250.00** for each and every calendar Day the Contractor shall be in default. This paragraph will not apply to delays in completion of the Work due to acts of God, acts of the Public Enemy, acts of the Government (in either its sovereign or contractual capacity), fires, floods, strikes, or unusually severe weather; provided, that the Contractor shall, within five (5) days of the onset of any such delay, notify the Owner in writing of the causes of delay and the facts relating thereto. Failure to provide such notice shall preclude the Contractor from claiming that delays resulted from the acts of God, acts of the Public Enemy, acts of the Government (in either its sovereign or contractual capacity), fires, floods, strikes, or unusually severe weather. Nothing in the above clause shall be interpreted as limiting in any way the Owner's right to proceed against the Contractor for additional damages or losses. Liquidated damages are for delay only and are in addition to any other rights available to the Owner by contract or law.

Weather shall be considered "unusually severe", only if a weather condition (or any combination of weather conditions) prevents the Contractor from working a number of workdays during a calendar month, which number exceeds the number of workdays listed below for that calendar month. Delays will only be allowed for the amount of lost work days in excess of the following:

January	6	July	4
February	4	August	3

March	4	September	3
April	3	October	3
May	4	November	3
June	4	December	5

The Contractor shall anticipate the potential loss of the number of workdays listed above for each calendar month due to weather, and shall schedule the Work accordingly. Any schedules submitted shall include the above number of days each month as lost days. The Owner shall determine, upon examination of submitted evidence, whether or not weather prevented the Contractor from performing Work on the days claimed by the Contractor. The Owner's determination shall be final and binding upon the parties.

The Work shall be considered complete when the following criteria have been met; all items of the Work have been constructed, inspected and accepted by the Owner and further that all punch list items have been corrected and the Owner has issued a letter of acceptance.

#### 16.0 Time

The successful offeror (Contractor) shall commence work as stated in the Notice to Proceed to be issued after contract award and shall complete all work under the contract resulting from this solicitation by the Substantial Complete dates fixed in the Notice to Proceed. See Scope of Work and General Requirements, paragraph 2.1.

#### 17.0 Assistance provided by the Owner

17.1 Assign a project manager who will coordinate and facilitate communication between the Contractor and Steering Committee.

17.2 Provide all information that relates to the requirements of the project or is relevant to the project, and assist in identifying issues that might impact project completion.

17.3 Provide whatever records or technical information that may exist and be deemed helpful to the study.

#### 18.0 References

References may be contacted at the discretion of the Owner. The Owner reserves the right to contact entities other than those listed or in addition to those furnished in the proposal. The Offeror shall furnish the Owner all such information and data as may be requested for this purpose.

#### 19.0 Policy Regarding Contact After Proposal Submittal

After the date and time established for receipt of proposals by the Owner, any contact, in regard to the proposal initiated by any Offeror with any Owner official, other than the

James City County Purchasing Office, is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any Offeror from further review.

Contractual questions or questions of a technical nature regarding this RFP may be directed in writing to Don Breland, Senior Buyer, James City County Purchasing Office, via facsimile @ 757-253-6753 or e-mail: [dbreland@james-city.va.us](mailto:dbreland@james-city.va.us) . All questions that are pertinent to the project will be answered in the form of an Addendum mailed, faxed, or provided by E-mail to all recorded holders of the RFP.

## 20.0 Proprietary Information

Ownership of all data, materials and documentation originated and prepared for the County pursuant to this RFP shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be publicly disclosed under the Virginia Freedom of Information Act; however, the offer shall invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reason why protection is necessary. Disposition of material after award is made should be stated by the offeror. Offerors should indicate on the **Cover Sheet** the portions of their proposal that are proprietary. Please list the page numbers and reason(s). **Do not mark the whole proposal proprietary.**

## 21.0 Changes to the Contract

21.1 Changes can be made to the contract in any one of the following ways:

21.1.1 The Owner may order changes within the general scope of the contract at any time by written notice (via Contract Change Order) to the Contractor. Changes within the scope of the contract include, but not are limited to, things such as services to be performed, etc. The Contractor shall comply with the Contract Change Order upon receipt. The Contractor shall be compensated for any additional costs incurred as a result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing.

21.1.2 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 part of their written agreement to modify the scope of the contract.

## 22.0 General Terms and Conditions

James City County's General Terms and Conditions shall apply.  
*See attachment (9)*

## 23.0 Precedence in Terms

In the event of a conflict, the Special Terms and Conditions shall take precedence.

## 24.0. Special Terms and Conditions

The following Special Terms and Conditions apply to this Request for Proposals, and by submitting its proposal, the Offeror agrees to them without exception:

- 24.1 Neither this Request for Proposal nor the Owner's consideration of any proposal shall create any contract, express or implied any contractual obligation by the Owner to any Offeror, or any other obligation by the Owner to any Offeror. The Owner makes no promise, express or implied, regarding whether it will enter into a Comprehensive Agreement with any Offeror or regarding the manner in which it will consider proposals. The Owner will only be bound by the terms of any contract or agreement into which it enters should it choose to enter into any such contract or agreements.
- 24.2 The Owner will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal, or in engaging in oral presentations, discussions, or negotiations with Owner.
- 24.3 Offerors who submit a proposal in response to this RFP may be required to make an oral presentation or oral presentations of their proposal to the Owner at their own expense. The Owner may request the presence of Offerors representatives from their staff at these presentations. The Owner will schedule the time and location for these presentations. By submitting its proposal, the Offeror agrees to make these representatives reasonably available in James City County.
- 24.4 The Owner reserves the right to waive any informality with respect to any proposal submitted in response to this RFP.
- 24.5 Generally, proposal documents submitted to public bodies, such as ones submitted to the Owner, by private entities are subject to the Virginia Freedom of Information Act ("FOIA"). In accordance with Va. Code 2.2-3705 A 56, such documents are releasable if requested, except to the extent that they relate to (i) confidential proprietary information submitted to the responsible public entity under a promise of confidentiality or (ii) memoranda, working papers or other records related to proposals if making public such records would adversely affect the financial interest of the public or private entity or the bargaining position of either party. In order for Offerors to exclude confidential proprietary information from public release, Offerors must (i) invoke such exclusion upon submission of the data or other materials for which protection from disclosure is sought, (ii) identify the data or other materials for which protection is sought, and (iii) state the reasons why protection is necessary. The Offerors must also mark each page of information for which protection is sought with the legend - "Confidential Proprietary Information-Exempt from FOIA Release".

- 24.6 The Owner reserves the right to reject any and all proposals without explanation.
- 24.7 The negotiated fee schedule based on the Scope of Work and the specifications, terms and conditions herein and other terms and conditions mutually agreeable to the parties, along with the Request for Proposals and all modifications thereto, shall be incorporated into the Standard Contract, attachment (10), along with the Request for Proposals and all modifications thereto by reference. Any concerns regarding the Standard Contract shall be addressed within the proposal response.
- 24.8 The Offeror shall inform itself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful Offeror of his obligation to carry out the provisions of this RFP and resulting contract and to complete the Scope of Work outlined therein.
- 24.9 The provisions of Va. Code § 2.2-4310 are applicable to this RFP. The Owner will not discriminate against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
- 24.10 This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1.
- 24.11 All firms and personnel providing goods/services as a result of this solicitation shall be properly licensed by the Commonwealth of Virginia.
- 24.12 **Prime Offeror Responsibilities.** The Offeror awarded the resulting contract is required to assume sole responsibility for the complete delivery of the services required by the Request for Proposal (RFP) and Contract Documents. The said Offeror shall be the sole point of contact with regard to contractual matters.
- 24.13 **Maintenance.** Each offeror should provide the cost to repair a backbone cut, within an 8 hour period, on a per-incident basis or the cost to provide an “on call” contract to respond to a backbone cut, within an 8 hour response time. The maintenance contract would be for an initial three (3) periods within an option to renew for three (3) years, one year at a time with the mutual consent of the parties.
- 24.14 Insurance. Contractor insurance requirements as follows:
- 24.14.1. The Contractor shall purchase and maintain during the life of this contract such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor’s performance of the Work and Contractor’s other obligations under the contract documents, whether such performance is by Contractor, or by subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of

them may be liable and shall otherwise bear responsibility therefore. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

A. Workers Compensation and Employers Liability

Coverage A - Statutory

Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement should be attached.

B. Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability \$1,000,000 per Occurrence

C. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability \$1,000,000 per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

D. Excess Liability:

Contractors have the option of meeting the insurance requirements of A, B, and C above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in A, B, and C.

E. Self Insured Retentions, Deductibles and Aggregate Limits:

All self insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the James City County Risk Management Director.

24.14.2 The Contractor shall file with the Owner, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the Owner, consist of the following:

- a. Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. Contractor shall notify Owner immediately if Contractor receives notification of non-renewal or cancellation.

24.14.3 James City County (JCC) shall be named as an Additional Insured on the Commercial General Liability per ISO 2010 on a primary basis. James City County Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.

#### **24.15 Contractors Title to Materials**

No materials or supplies for work shall be purchased by the contractor or by any subcontractor subject to any security interest, installment or sale contract or any other agreement or lien by which an interest is retained by the sellers or is given to a secured party. The contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

#### **24.16 Delivery and Storage**

It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials at the site during installation. The County will not assume any responsibility for receiving these shipments. Contractor shall check with the County and make necessary arrangements for security and storage space at the site during installation.

#### **24.17 Final Inspection**

At the conclusion of the work, or segment of the work as required by the contract, the contractor shall demonstrate to the authorized County representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

#### **24.18 Warranty**

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal. At a minimum, all work shall be guaranteed by the contractor against defects resulting from the use of inferior

materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the County in writing. Warranties shall include all parts, labor, travel and work to diagnose, repair or replace any equipment necessary to restore full operation to the system. Diagnosis and trouble shooting, regardless of the cause, shall be the responsibility of the Contractor and so noted as part of any warranty.

The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the contractor to the County's satisfaction.

#### **24.20 Work Site Damages**

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

All private and public property disturbed in the process of construction shall be restored to the condition existing prior to construction.

#### **24.21 Superintendence by Contractor**

The contractor shall have a competent foreman or superintendent, satisfactory to the County, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures, for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the Owner, in writing, or any proposed change in superintendent including the reason therefore prior to making such change.

#### **24.22 Use of Premises and Removal of Debris. The Contractor shall:**

24.22.1 Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;

24.22.2 Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and

24.22.3 Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

24.22.4 The contractor expressly undertakes, either directly or through his subcontractor(s), to affect all cutting, filling, or patching of his work required. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements.

The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

24.22.5 The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.

#### **24.23 Safety**

In accordance with the generally accepted construction practices, and the requirements for OSHA, the contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. The requirements will apply continuously and not be limited to normal working hours. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Each offeror shall complete and submit the Safety Certification Form, attachment (11).

#### **24.24 Work Performance**

The contractor shall perform the work in accordance with manufacturer's recommendations and specifications.

#### **24.25 Contractor Responsibilities**

Employees of the contractor must be able to work within a public setting without creating a disruption and conform to all policies, rules and regulations. Contractor shall require that their employees to be courteous at all times, not to use loud or

profane language, and to work as quietly as possible. Contractor shall require that its employees shall not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract resulting from this solicitation.

It is the contractor's responsibility to have equipment of suitable type, and in proper condition to operate and maintain uninterrupted schedules.

It is the contractor's responsibility to follow schedules and instructions provided by designated County contacts.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

#### **24.26 Asbestos**

Whenever and wherever, during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

#### **24.27 Preventive Maintenance**

The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

#### **24.28 Labeling of Hazardous Substances**

If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in Section 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. Section 1263 or Title 7 U.S.C. Section 136.

#### **24.29 Material Safety Data Sheets**

Material Safety Data Sheets and descriptive literature shall be provided for each chemical and/or compound offered.

#### **24.30 Items Included**

Contractor shall supply all equipment, labor, supervision, material, deliveries and incidentals required to perform the work as described. Contractor shall patch or repair any damage to walls or other surrounding surfaces so as to leave them in the condition found, including paint touch-up, sealing of holes, patching, etc.

#### **24.31 Acceptance Test**

The Contractor shall conduct an acceptance test of any installed equipment by a factory trained representative of the manufacturer, in the presence of and to the satisfaction of the Owner's representative. The test results shall be documented and information submitted to the Owner for approval. The Contractor shall furnish all necessary testing equipment and materials needed. Final operation and maintenance manuals shall be provided to the owner prior to commencing the test. Any noted discrepancies shall be immediately corrected prior to acceptance by the Owner.

#### **24.32 Record Drawings**

The Contractor shall keep one record copy of all Special Provisions, Specifications, Drawings, Addenda, Written Amendments, Change Orders, Shop Drawings, Owner-approved submittals, and samples at the site in good order and annotated to show all changes made during the construction process. These documents shall be available to the Owner for examination and shall be submitted to the Owner upon completion of the Work. As-built information (including dimensions, materials, existing utilities) shall also be included on the Drawings. Progress payments may be withheld for failure to keep neat, accurate and complete record drawings.

The Contractor shall include any field changes, deviations from the Drawings due both to field conditions and Change Orders.

#### **24.33 Tests and Inspections**

All material and workmanship shall be subject to inspection, examination and test by the Owner at any time during manufacture and/or construction. The Owner shall have the right to reject defective material and workmanship or require their correction.

The Contractor shall provide at its expense the testing and inspection services required by the Contract Documents. The Owner will provide at his expense all inspection and testing services not required by the Contract Documents; provided, however, the Contractor will be responsible for the payment of all failing tests.

The Contractor shall furnish promptly without additional charge all reasonable facilities, labor, and materials, necessary and convenient for making such tests as

may be designated in the Contract Documents. The Contractor shall work with the Owner and the Engineer in scheduling and coordinating Owner provided testing or inspection services.

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public body having jurisdiction require any Work (or part thereto) specifically to be inspected, tested, or approved by someone other than the Owner, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish the Owner the required certificates of inspection, or approval. The Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the Owner's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.

Inspections, tests or approvals by the Owner shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

The failure of the Owner to reject or condemn materials and workmanship not conforming to the Contract Documents shall not prevent the Owner from rejecting materials and workmanship found not to be in accordance with the Contract Documents at any time prior to the acceptance of the completed Work, nor shall it be considered as a waiver of any nonconformance with the Contract Documents which may be discovered later, or as preventing the Owner at any time prior to the expiration of the guarantee period or of the expiration of any applicable statutory limitation period for legal actions for Contractor default from recovering damages for work not in accordance with the Contract Drawings.

Attachments:

- (1) JCC Single-Mode Fiber Optic Standards/Technical Specifications
- (2) New Backbone/New Vault Splice Diagram, JCC Govt. Sites
- (3) New Backbone/New Vault Splice Diagram, Wmbg-JCC School Sites
- (4) EIA/TIA 598-C Color Code Chart
- (5) James City County New Fiber Backbone Map
- (6) JCC Fiber Network Site Addresses, Approximate Vault Locations/Price Proposal
- (7) Contractor Data Sheet
- (8) Price Proposal
- (9) General Terms and Conditions
- (10) Standard Contract
- (11) Safety Certification Form



# Technical Specifications for the Installation of Single-Mode Fiber Optic Cable James City County

Adapted from UCSD Berkeley Standards  
(Berkeley Ver. February 11, 2009)

## 1.0 Introduction

James City County Information Resources Management (JCC-IRM) currently specifies the installation and termination of 9/125 micron single-mode fiber optic cable to support government and schools' data communication services on the County Metropolitan Area Network (M.A.N.). JCC's fiber backbone standard is 24-count fiber. Spurs installed prior to 2010 are 12-count.

Fiber optic spurs and backbone are shared by Williamsburg-James City County Schools (Wmbg-JCC Schools) and the James City County (JCC) government. Backbone or spurs installed after 1/1/2010 will be a minimum of 24-count fiber. All fiber will conform to EIA/TIA-598-C color coding. JCC will be assigned the first 12 strands (solid colors) and Wmbg-JCC Schools will be assigned the second 12 strands (colors with a black dash).

The following JCC-IRM specifications for the selection and installation of single-mode fiber-optic cable and associated hardware are intended to ensure a reliable and consistent fiber optic media infrastructure for the County.

## 2.0 Fiber Cable Specifications

All fiber shall be new, single-mode fiber meeting current industry standards for longevity, jacket integrity, and spectral response. JCC and Williamsburg-JCC Schools' fiber installations are expected to use CWDM and DWDM during the life of the fiber plant.

Installed single-mode fiber must meet or exceed the following specifications. Cable that is designed for "Indoor/Outdoor" use will be specified in lieu of cable manufactured specifically for either application. All cable for outdoor or underground use will be armored.

### 2.1 Single-mode Fiber

Installed cable shall be 9/125micron core/cladding, single-mode.

#### 2.1.1 Cable Construction

Installed cable must be manufactured to meet or exceed the following specifications:

Fiber cable types	Wavelength (nm)	Max. Attn. (dB/Km)
Single-mode, Inside plant	1,310	1
	1,550	1
Single-mode, Outside plant	1,310	0.35
	1,550	0.2

#### 2.1.1.1 Riser or Plenum Cable (Inside Cable)

Plenum-rated cable shall be used for interior installations only where required and specified. If plenum-rated cable is not required, "Indoor/Outdoor" cable will be used. Installed cable shall meet or exceed the following specifications:

- a. Non-Dispersion-Shifted Fiber (NDSF), ITU-T G652.D.
- b. For plenum applications: tight buffered 900 um, mechanical strippable Teflon. Otherwise, fully water-blocked, armored, indoor/outdoor cable will be installed.
- c. For plenum applications: Aramid yarn strength member, capable of supporting a short-term tensile load of 400 lb. without stretching.
- d. EIA/TIA-598-C color coding for fiber optic cable.
- e. Capable of bend radii as small as 20 x outside cable diameter (under installation load) and 10 x outside cable diameter (long term load).
- f. Capable of a minimum crush resistance of 850 lb./in.

#### 2.1.1.2 Outside Plant Cable

Outside plant single-mode cable shall be of the type designated for "Indoor/Outdoor" applications. Indoor/Outdoor single-mode cable shall meet the following specifications:

- a. Non-Dispersion-Shifted Fiber (NDSF), meeting ITU-T G652.D specifications.
- b. Fully water-blocked, armored, indoor/outdoor cable.
- c. EIA/TIA-598-C color coding for fiber optic cable.
- d. Capable of bend radii as small as 20 x outside cable diameter (under installation load) and 10 x outside cable diameter (long term load).
- e. Capable of a minimum crush resistance of 850 lb./in.

#### 2.1.2 Recommended Manufacturers

Corning and Berk-Tek fiber is currently recommended. Cable from other manufacturers will be considered. All cable installed must be cleared by JCC-IRM prior to installation.

### 3.0 Installation Standards

#### 3.1 Underground Inter-Building (M.A.N.) Cable

- a. All underground fiber cable is to be installed in inner duct, with a minimum 2 in. diameter except as noted in the requirements for VDOT-managed transits.
  - All VDOT road crossings will be at the minimum depth required by VDOT permitting requirements.
  - All VDOT road crossings shall be in 4" Schedule 40 or better conduit with Three 1 ¼" inner ducts. The inner duct will be colored orange (not painted) for visibility.
- b. After installation, inner ducts are to be permanently labeled as containing fiber optic cable. Instruction for labeling will be provided by JCC-IRM.
- c. All cables and inner ducts are to be fully supported throughout their entire runs.

d. Pre-manufactured vaults and hand-holes will be incorporated into every inner duct run as follows:

(1) Cable access/pull points along inner duct runs will be no farther apart than 800 ft. Vaults will be alternated with hand-holes along runs to facilitate installation of fiber and route tracing.

(2) Vaults will be a minimum of 24" w x36" l x 24" d; hand-hole minimum diameter will be 18". The JCC/IRM preferred vault manufacturer is Quazite (<http://www.quazite.com/>).

(3) Vault covers will be gasketed, heavy duty, with two stainless steel securing bolts. Vault and hand-hole covers will be manufactured with the words "James City County" engraved or molded into the top. Vault boxes and hand-holes will be open bottom, with a minimum of two mouse holes.

(4) Vaults and hand-holes will be set on a minimum of a 2 ft. bed of pea gravel (below the vault's bottom) for proper drainage.

e. Tracers. Tracer wire (min. 12 ga Copper) shall be installed concurrently with inner duct. It will run continuously between vaults or hand-holes, and will be terminated inside waterproof seals at each vault or hand-hole in a manner that allows access for continuity testing and re-sealing after testing. Since armor may also be used for tracer, it will be accessible inside building telecommunication rooms service entrances, but terminated, labeled, and tapped separately from fiber modules.

f. Nylon pull tape shall be installed with inner duct, and after fiber installation, a tape will be left in each duct segment along with the fiber.

g. At no time shall more than 400 pounds of tension be placed on any fiber cable while it is being pulled through tray or conduit. It is preferred that all fiber cable be pulled with hand power only. If power winches or mechanical advantage devices are used to pull cable, a tensionometer must be used to insure that maximum tension is not exceeded. Alternatively, a "mechanical fuse" rated at 350 pounds may be included in the linkage. Torsion shall be avoided by the use of a swivel at the cable end. While under tension, a minimum bend radius of 20 times the outside cable diameter will be maintained through the use of pulleys and sheaves where required. After pulling, no bend may have a radius, at rest, of less than 10 times the outside cable diameter.

### 3.1.1 Labeling

a. Each cable and inner duct is to be permanently labeled at each end with a unique cable number. In addition, labels shall be affixed to the cable/inner duct at every transition of a vault, hand-hole, riser closet, or major pull box. Labels will be in the form: "JCC-IRM-Location [first location, designated by name]-Location [second-named location, etc.]- sequence number". For example, cable number 123 from Legacy Hall to the Wmbg-JCC Courthouse would be labeled as "JCC-IRM-Legacy-Cthse-123". JCC-IRM will supply location names and numbers.

b. Each fiber optic strand shall be labeled with a unique identifier at the SC coupler in the

FIC. Connectors shall be labeled on the identifying sheets on the front of the FIC.

c. Each fiber shall be labeled where it enters the back of the coupler bulkhead panels. The identifier shall be in the format Cable # - tube- strand. For tight buffered cables (distribution riser and plenum installations) the "tube identifier" shall be "xx".

### 3.1.2 Conduit Assignments

James City County IRM has a conduit management system. If new conduit is not being installed, the scope of work for cable installation, supplied by JCC-IRM for each project, will specify which conduits are to be used for cable installation. On new conduit/inner duct installations, as part of each project conduit naming conventions will be provided and hand-holes/vaults will be numbered in sequence from the point of origin designated by JCC-IRM.

## 4.0 Termination Standards

The terminal ends of all fiber cable strands shall be field connectorized. The connectors shall be mounted on bulkheads and installed in enclosures called Fiber Integration Centers (FIC). It is JCC-IRM's practice to require termination of both ends of all fibers within a fiber cable with SC, epoxy and polish style connectors. Termination of older cables may be of several types including mechanical- or fusion-spliced pigtailed. The choice of termination method must be cleared with JCC-IRM prior to termination.

### 4.1 Fiber Organizers

a. Fiber cables are to be terminated in one of two types of enclosures. JCC-IRM may specify either wall-mounted or rack-mountable stand-alone units for installation. Wall-mounted units from Superior Modular Products are preferred. Rack mounted units made by ADC, Avaya, Superior Modular Products, or an equivalent, will be acceptable. The final choice of fiber organizer shall be cleared with JCC-IRM prior to installation.

b. Each enclosure shall be labeled with a machine-made label with permanent black ink on a white background. Labels shall be in the format "FIC\_NN", with the numbers, "NN", supplied by JCC-IRM. In addition, each FIC shall be labeled on the face plate with the identifiers of the cables it contains.

c. Each fiber optic strand shall be labeled with a unique identifier at the SC coupler in the FIC. Connectors shall be labeled on the identifying sheets on the front of the FIC. Each fiber shall be labeled where it enters the back of the coupler panels. The identifier shall be in the format Cable #-tube- fiber strand #. For tight buffered cables the "tube identifier" shall be "xx".

### 4.2 Connectors and Splices

a. Fiber ends are to be terminated in SC-type connectors with composite ferrules. They must be of the "epoxy and polish" type. Exceptions may occur when an older JCC installation is being expanded. In such cases, JCC will specify connector requirements.

b. If it is necessary to splice pigtailed onto an existing, partially terminated fiber cable, the splice type utilized must conform to whatever is already in use at that location.

Clearance from JCC-IRM must be obtained before installing any type of splice.

#### 4.3 Miscellaneous

At each end of the cable, sufficient slack (approx. 15 ft.) shall be left for thermal adaptation and to facilitate reasonable future relocation of the FIC. Slack shall be mounted on walls or upper ladder racks according to JCC-IRM's direction. On very long fiber runs, sufficient extra cable will be placed to allow for thermal factors, and at points where there are sharp bends in a run.

### 5.0 Testing

#### 5.1 Before Installation

Each individual fiber in a cable should be tested with an OTDR for length and transmission anomalies while on the reel before installation.

#### 5.2 After installation and termination

5.2.1. All single-mode strands shall be tested end-to-end for bi-directional attenuation at 1310 nm/1550 nm. Tests should be conducted in compliance with EIA/TIA-526-14 or OFSTP 14, Method B, according to the manufacturer's instructions for the test set being utilized.

5.2.2. Tests must ensure that the measured link loss for each strand does not exceed the "worst case" allowable loss defined as the sum of the connector loss (based on the number of mated connector pairs at the EIA/TIA-568-B maximum allowable loss of 0.75 dB per mated pair) and the optical loss (based on the performance standard above, 2.1.1 and 2.2.1).

5.2.3. After the cable is in place it shall be reviewed and tested in the following manner:

- a. The contractor shall review all end faces of field terminated connectors with a fiber inspection scope following the final polish. Connector end faces with hackles, scratches, cracks chips and or surface pitting shall be rejected and re-polished or replaced if re-polishing will not remove the end face surface defects. The recommended minimum viewing magnifications for connector ends are 200X for single-mode fiber.
- b. After termination, each fiber shall be tested with an OTDR for length, transmission anomalies, and end-to-end attenuation. Results are to be recorded and supplied to JCC IRM on a digital medium(CD, DVD, or flash) in Adobe Acrobat (pdf) format.
- c. After termination and bulkhead mounting, each terminated fiber is to be tested for end-to-end loss with a power meter/light source. As above, results are to be recorded and supplied to JCC IRM in Adobe Acrobat (pdf) digital format.
- d. The maximum allowable attenuation for any splice or termination is 0.3 dB.

**JAMES CITY COUNTY**

**ATTACHMENT 9--GENERAL TERMS &CONDITIONS and INSTRUCTIONS TO BIDDERS**

Vendor. These CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all bidders or offerors and are incorporated by reference in all contracts resulting from any written Request for Quotes, Invitation to Bid or Request for Proposals issued, collectively the (“Request”), to which they are attached. Use of the term “bid” in these General Terms & Conditions and Instructions to Bidders is not intended to be restricted to an Invitation to Bid and shall also affect written Request for Quotes, Invitation to Bid or Request for Proposals. The Purchasing Office is responsible for the purchasing activity of James City County, a political subdivision of the Commonwealth of Virginia, and the James City Service Authority, herein referred to collectively as “James City County” or “County”. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder’s/offeror’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation including the County Purchasing Policy and the County Purchasing Manual, bids/proposals on all solicitations issued by the Purchasing Office will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

**Cooperative Purchasing**--James City County issues this solicitation in accordance with Section 2.2-4304 of the Virginia Public Procurement Act and Chapter 1, Section 5 of the James City County Purchasing Policy, and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions and school divisions.

Bidders/Offerors are advised that all resultant contracts will be extended, with the authorization of the bidder/offeror, to other public bodies, governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. James City County 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 your bid or offer.

It is the responsibility of the contractor to notify the public bodies, jurisdictions and political subdivisions of the availability of the contract.

Each participating public body, jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

James City County shall not be held liable for any costs or damages incurred by another public body or jurisdiction as a result of any award extended to that public body, jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the lowest responsive and responsible offeror during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members.

City of Chesapeake  
City of Hampton  
City of Newport News  
City of Norfolk  
City of Portsmouth  
City of Virginia Beach  
City of Williamsburg  
County of Gloucester  
County of James City  
County of King William  
Thomas Nelson Community College  
Newport News Redevelopment & Housing  
DDS Tidewater Regional Office

Newport News Public Schools  
Williamsburg/James City County Public Schools  
York County Public Schools  
Christopher Newport University  
College of William & Mary  
Norfolk State University  
Tidewater Community College  
Jamestown/Yorktown Foundation  
Southeastern Public Service Authority  
County of York  
Portsmouth Redevelopment & Housing  
CAS Norfolk Regional Office

1. **AUTHORITY AND COOPERATIVE PURCHASING**-The County Purchasing Director has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by James City County. In the discharge of these responsibilities, the County Purchasing Director may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Director, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of James City for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. **COMPETITION INTENDED:** It is the County's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Director in writing in any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Director must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

**CONDITIONS OF BIDDING**

3. **CLARIFICATION OF TERMS** - If any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.

4. **USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Failure to submit a solicitation on the official James City County form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the bid/proposal if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected. James City County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified. The County shall not be responsible for any errors or omissions of the bidder/proposer. The solicitation shall be signed by a representative authorized to legally bind the firm. By signing the solicitation, the bidder/offeror agrees to the terms and conditions of the solicitation and certifies that they have inspected the job site(s) and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the County.

5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/ PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/ modification.

James City County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Purchasing Office by the designated date and hour.

a. The official time used in the receipt of bids/ proposals is that time stamped by the automatic time stamp machine in the Purchasing Office. Date/time stamps marked after the designated time of receipt will be rejected.

- b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
- c. If the County closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- d. Vendors may modify their bids prior to the date and time specified for the bid opening. Facsimile modification of bids shall not be accepted unless the solicitation allowed such submission.

6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A bidder/offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the County Purchasing Director, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. Bids/proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in a solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a bidder/offeror as a result of the breach or nonperformance of such contract or purchase order.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initiated by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror of his responsibilities to provide the good or service. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1  
IFB/RFP NUMBER**

**TITLE  
BID/PROPOSAL DUE DATE AND TIME  
VENDOR NAME AND COMPLETE MAILING ADDRESS  
(RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance. At the end of the ninety (90) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

10. **PRICING:**

- a. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form.
- c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible bid. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
- d. Bid prices shall be for complete installation ready for the County's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
- e. When an annual contract is not requested by the County, and the bid is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

11. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected.

12. **OPENING:** At the time fixed for the opening of responses to a bid, all bids will be opened and the names of the bidders and the amount bid shall be read aloud and made readily available to the public.

If a public opening of a Request for Proposals is held, only the names of the offerors will be read publicly.

13. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidder's List.

14. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by in the

name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

15. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.

16. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred by James City County, the Commonwealth of Virginia, the Federal Government, any local government or government agency/entity/authority from submitting bids 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.

17. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by James City County. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Bidder/Offeror certifies that to the best of his knowledge, no employee of the County, nor any member thereof, nor any public agency or official impacted by the solicitation or resulting contract has any pecuniary interest in the business of the Bidder/Offeror, and that no person associated with the Bidder/Offeror has any interest that would conflict in any manner with the performance of the contract resulting from this solicitation.

18. **PERFORMANCE BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at a time of or prior to execution of the contract.

19. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any County employee, other than the Purchasing Office, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any County representative, other than the Purchasing Office, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

20. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included a list of any business and professional licenses, permits, or fees required by James City County or the Commonwealth of Virginia.

**SPECIFICATIONS**

21. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County 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 Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable James City County to determine if the product offered meets the

requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data to enable James City County to determine if the product offered meets the requirements of the solicitation may result in the bid being declared non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

22. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
23. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. **EQUIPMENT STANDARDS.** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in bid. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
25. **ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a bid is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by James City County as to the total amount that may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of bid.

#### AWARD

26. **AWARD OR REJECTION OF BIDS:** The Purchasing Director shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Director reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of James City County. The Purchasing Director reserves the right to negotiate with the lowest responsive, responsible bidder should bids exceed available funds. The Purchasing Director shall reject the bid if the bidder is deemed to be a non-responsive or non-responsive bidder.
27. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** James City County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to James City County all such information and data for this purpose as may be requested.

James City County reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. James City County further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy James City County that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

28. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Code of Virginia § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.
29. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors, in addition to price (as they apply), shall be a consideration in the award decision:
- The quality of performance/workmanship of previous contracts, services or products, or references which attest to other specific experiences;
  - The timely completion of previous contracts or services or the timely delivery of past orders; or references which attest to other specific experiences;
  - The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services;
  - The County reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the County in determining bidder's capabilities of successfully administering to this contract;
  - The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts;
  - The resale value, life cycle costing, and value analysis of a product;
  - The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required;
  - Delivery of a product and timely completion of a project as stated by vendor in bid;
  - Substantial compliance or noncompliance with specifications set forth in bid as determined by the County;
  - Product or parts inventory capability as it relates to a particular bid; and
  - Results of product testing.

#### CONTRACT PROVISIONS

30. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court or General District Court of James City County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
31. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this contract, vendor certifies that it does not and will not during the performance of this contract knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the federal Immigration Reform and Control Act of 1986, as amended.

**32. OBLIGATIONS OF COUNTY AND CONTRACTOR:**

County: The County shall furnish to the contractor all available information as listed in the solicitation that may be useful for the contract work. The County shall assist the contractor in obtaining access to enter upon public and private property as required to perform the contract work. The County shall designate a representative who shall serve as the principal contact and give direction to the contractor throughout the duration of the contract. Contractor: The contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors, required to perform and complete the Scope of Work.

**33. CONFIDENTIALITY AND OWNERSHIP OF DATA:** Any reports, information, intellectual property, data, drawings, specifications, estimates and summaries given to or prepared or assembled by the contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the contractor without prior written approval of the County. All of these items shall become the property of the County upon payment of fees as required by the contract.

**34. REPORTS OF WORK:** The County and the contractor shall schedule progress meetings at appropriate intervals throughout the duration of the contract. These meetings shall provide for the exchange of information related to the status of the Scope of Work, anticipated progress and any problems that have occurred.

**35. ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to James City County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and James City County, relating to the particular goods or services purchased or acquired by James City County under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Director and/or investigation for Anti-Trust violations.

**36. PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter. For construction projects, the County may retain five percent (5%) of the total amount of each partial progress payment to assure faithful performance of the contract by the contractor. The County will release all retainage upon final payment.

- a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.

**37. PAYMENT TO SUBCONTRACTORS:** 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 James City County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- b. To notify James City County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

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 James City County, except for amounts withheld as

stated in b 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 James City County.

**38. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Director.

**39. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, James City County, 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 another remedies which James City County may have.

**40. AVAILABILITY OF FUNDS:** It is understood and agreed between the contractor and the County herein that the County shall be bound hereunder only to the extent of the funds available or which hereafter become available for the purpose of the contract.

**41. ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to James City County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and the Code of Virginia § 2.2-4311, as amended. 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 recipient's 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 shall be subject to audit by the public body. (Code of Virginia § 2.2-4343.1.E).

In every contract over \$10,000 the provisions in a and b below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
  - 1) 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 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.
  - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

42. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitations or award of this contract because of race, religion, color, sex, national origin, age or disability or against faith-based organizations. 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, James City County shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, service, or disbursements from an alternative provider.
43. **INVOICES:** 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 IFB/RFP number and/or purchase order number.
44. **PRECEDENCE OF TERMS:** In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
45. **CHANGES TO THE CONTRACT:** There shall be no extra work allowed on the contract without prior written authorization in the form of a change order signed by the Purchasing Director or the County Administrator. No officer, agent or employee of the County is authorized to give verbal instructions to increase the Scope of Work and the contractor shall not use verbal instructions as the basis for additional costs. Changes can be made to the contract in any of the following ways by the issuance of a Change Order:
- a. The parties may agree 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.
  - b. James City County 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 County a credit for any savings. Said compensation shall be determined by one of the following methods.
    - 1) By mutual agreement between the parties in writing; or
    - 2) 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 County's right to audit the Contractor's records and/or determine the correct number of units independently; or
    - 3) 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 County with all vouchers and records of expenses incurred and savings realized. The County 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 Purchasing Office within thirty (30) days from the date of receipt of the written order from the Purchasing Office. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of the 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 County or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater, without the advanced written approval of the Board of Supervisors.
46. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE) AND COUNTY BUSINESS LICENSE:** Attention is directed to Chapter 11, title 54.1 of the Code of Virginia (Re: State registration of contractors), which requires that all bidders must show evidence of the proper license under the provision of this chapter before such bid is considered.
- All firms doing business in James City County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in James City County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Business License Inspector, telephone (757) 253-6698.
47. **PROPRIETY INFORMATION:** Section 2.2-4342F of the Code of Virginia states: "Trade secrets of proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary." Declaring an entire bid or proposal response as proprietary is unacceptable.
48. **INDEMNIFICATION:** The Contractor hereby binds himself and his successors to indemnify, defend, and save harmless James City County, its officers, agents or employees, from all suits and actions of every name and description brought against it or them, and all costs or damages to which it or they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor or his agents in the performance of the contract; and that the whole or so much of the moneys due to the contractor under and by virtue of this Contract, as such or may be considered necessary by the County, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the County. The said Contractor further agrees to indemnify and save harmless James City County against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against it by reason of any injury sustained by any of the Contractor's employees in and about the said work, under and pursuant to the provisions of the Workman's Compensation Law or any amendments thereto, and the Contractor shall produce certificates or other satisfactory evidence of ample protection against such liability.
49. **NOTICE OF REQUIRED DISABILITY LEGISLATION:** The County government is required to comply with State and Federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) of 1990 Title II and the Virginia with Disabilities Act of 1990. Specifically, the County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II or the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on 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.

50. **DRUG-FREE WORKPLACE:** 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 on 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 purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

51. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party. Upon receipt of a notice of termination, the contractor shall cease all work underway on behalf of the County unless advised by the County to do otherwise. In the event of termination, Contractor shall be compensated only for the services as set forth in the contract provided to the satisfaction of the County and expenses incurred as of the date of termination. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the County, without the required thirty (30) days advance notice, then the County shall be responsible for payment of services up to the termination date.
- b. Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default paragraph of these General Conditions, the County may hold the contractor responsible for any resulting additional purchase and administrative costs. Any payment due to the contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the County by reason of the contractor's default. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

52. **CONTRACTOR RESPONSIBILITY FOR COUNTY PROPERTY:** The Contractor shall be responsible for damages to County property caused by work performed by itself or its subcontractors. The Contractor shall be responsible for maintaining the area surrounding and adjoining the work site in their current condition. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor shall be replaced or remedied by the Contractor, to the satisfaction of the County, at the Contractor's expense.

53. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save James City County, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

54. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately," and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the County reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.

55. **INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of James City County or James City Service Authority; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the County shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the County for its employees.

56. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Director. In the event that the contractor desires to subcontract some part of the work, the contractor shall furnish the Purchasing Director the names, qualifications and experience of the proposed subcontractors. The contractor shall remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.

57. **HOLIDAYS:** The Contractor shall receive approval of the County, in advance, of any work to be performed on Holidays. James City Service Authority/James City County observes the following Holidays:

New Year's Day	1 <sup>st</sup> day of January
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> day in July
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	11 <sup>th</sup> day in November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	24 <sup>th</sup> day in December
Christmas Day	25 <sup>th</sup> day of December

**DELIVERY PROVISION**

58. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of **8:00 a.m. – 3:00 p.m.** Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the

designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

59. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, and a physical inspection is made and material is requested or rejected, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
60. **TESTING AND INSPECTIONS:** James City County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
61. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Office when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
62. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
63. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the County.
64. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number/Contract Number
  - b. Name of Article and Stock Number,
  - c. Quantity Ordered,
  - d. Quantity Shipped,
  - e. Quantity Back Ordered,
  - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

65. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the County and if not used in testing or destroyed, will, upon request, be returned at the bidder's expense.

#### BIDDER/CONTRACTOR REMEDIES

66. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/ Offeror who desires to protest the award or decision to award a contract, by James City County shall submit such protest in writing to the County no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Director shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offoror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
67. **DISPUTES:**  
Claims. Written notice of the Contractor to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such claims, whether for money or other relief, shall be submitted in writing to the County's Purchasing Director no later than sixty (60) days after final payment. The Purchasing Director shall give written notification of the final decision on such claim to the Contractor within thirty (30) days of the date the claim was received. The Contractor may not institute legal action before receiving the Purchasing Director's final written decision, unless the Purchasing Director fails to render such decision within the specified time. Pendency of claims shall not delay payment of amounts agreed due in the final payment. (Code of Virginia, § 2.2-4363).

Claims Relief. Under certain circumstances beyond the control of the Contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the Contractor or its agent, the Purchasing Director may extend the time limit for performance required by this Contract. Any such extension must be issued in writing and signed by the Purchasing Director.

**ATTCHMENT 10 AGREEMENT (NUMBER)**

This AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter called \_\_\_\_\_ the \_\_\_\_\_ Owner; \_\_\_\_\_ and

(a corporation or an unincorporated organization organized and existing under the laws of the State of \_\_\_\_\_ or, an individual trading under the above name) hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

A. Scope of Work

The Contractor shall perform all required Work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete the construction of the \_\_\_\_\_ all in strict accordance with the Drawings and Specifications, including any and all Addenda, and in strict compliance with the Contract Documents, the terms of which are incorporated herein by reference.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said Work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

B. Engineer

This Project has been designed by\_ **NOT APPLICABLE** \_\_\_\_\_ who is hereinafter called the Engineer and who is to act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. In the event the Owner should not require the services of the Engineer for any or all parts of the Project, the power, duties, and responsibilities conferred hereto to the Engineer shall be construed to be those of the Owner or his authorized representative.

C. Guarantee

All materials and equipment, furnished by the Contractor, and all construction involved in this Contract shall be and the same all hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of one year after date of substantial completion of the Work. All Work that proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. The guarantee shall not operate as a waiver of any of the Owner's rights and remedies for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.

D. Contract Price

The Owner shall pay the Contractor as just compensation for the satisfactory performance of the Work, subject to any additions or deductions as provided in the Contract Documents, the unit and/or lump sum price as contained in the Bid Schedule attached hereto.

The Contract Price is \_\_\_\_\_ (\$ \_\_\_\_\_ )  
based upon unit and/or lump sum prices extended as herein contained.

E. Payments

The Owner will pay the Contract Price to the Contractor in the manner and at such times as set forth in Section 109.

F. Time

The undersigned Contractor agrees to commence Work within \_\_\_\_\_ Days after the date of Notice to Proceed and further agrees to complete all Work under this Agreement within \_\_\_\_\_ Days from the date fixed by the Notice to Proceed.

G. Applicable Law/Compliance

1. Applicable Law

The contract shall be deemed to be a Virginia contract and shall be governed as to all matters of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

2. 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 Work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. [If the contractor is a corporation] Contractor further expressly represents that it is a corporation in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract. Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work.

3. Venue

Any and all suits for any claims or for any breach or dispute arising out of these Contract Documents shall be maintained in the appropriate court of competent jurisdiction in the **James City County**.

4. Environmental Considerations

Any cost or expense associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substance, including but not limited to, the cost of any clean up activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on the Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by the Contractor (or its agents, officers, employees, subcontractors, consultants, subconsultants, or any other persons, corporations, or legal entities employed, utilized, or retained by the Contractor) in the performance of this contract or related activities, shall be paid by the Contractor.

5. Non-Discrimination/Drug-Free Workplace Provisions

(a) Employment discrimination by Contractor shall be prohibited. **By submitting their bids, Bidders certify to James City County/James City Service Authority that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and the Code of Virginia § 43.2.2-4311. 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 recipient's 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. (Code of Virginia § 43.2.2-4343.1.E.)** During the performance of this Agreement, Contractor agrees as follows:

(i) 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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (ii) Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.
  - (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - (iv) Contractor will include the provisions of the foregoing subsections (i) and (ii), and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (b) During the performance of this Agreement, Contractor agrees as follows:
- (i) Contractor will provide a drug-free workplace for Contractor's employees.
  - (ii) 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.
  - (iii) Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
  - (iv) Contractor will include the provisions of the foregoing subsections (i), (ii) and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
  - (v) **For the purposes of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.**

H. Liquidated Damages

The damage and loss to the Owner resulting from failure of the Contractor to complete the Work within the time specified, plus any extension of time granted shall be \$XXX for each Day in excess of Contract Time allowed. Damage monies may be withheld on partial and final payment estimates to the Contractor.

I. Binding

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and first above written in ( ) counterparts each of which shall for all purposes be deemed an original.

**OWNER**

**CONTRACTOR**

\_\_\_\_\_  
*Owner*  
By: \_\_\_\_\_  
*Name*  
Title: \_\_\_\_\_

\_\_\_\_\_  
*Contractor*  
By: \_\_\_\_\_  
*Name*  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor No.: \_\_\_\_\_

(If Contractor is a corporation or an unincorporated organization, attach evidence of authority to sign)  
(Corporate Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City/County Attorney

**ATTACHMENT 11**

**SAFETY CERTIFICATION FORM**

**To: James City County**

**Project Title:** \_\_\_\_\_ **Contract No.** \_\_\_\_\_

**Project Safety Responsibility(Name)** \_\_\_\_\_ **Number** \_\_\_\_\_

**Emergency Contact (Name)** \_\_\_\_\_ **Number** \_\_\_\_\_

**The undersigned hereby attests that the project has been carefully evaluated for the Safety risks it presents and all safety procedures required based on these risks by Virginia Occupational Safety & Health, referenced in the bid document, will be implemented. Virginia Occupational Safety & Health and all other applicable Federal, State and local laws referenced in the Bid Document, will be implemented. All workers on this project will be properly trained on the use of safety equipment and safe work practices.**

**By:** \_\_\_\_\_

**(Type Name Title)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date)**

**CONTRACT APPROVAL FORM**

Contract #: 10-3944(A)       Contract  Change Order # \_\_\_\_\_  
 Project Name: MAINTENANCE Agreement For Installation  
 Vendor: OF FIBER OPTIC CABLE CABLE ASSOCIATES (V#2675)

**RED FOLDER**

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
*Bob Bos Resolution Attached*  
 County / Service Authority Representative

*B. 9/15/10 Stephanie Lata 9/16/10*  
 Purchasing Director

*John O'Neil 9/16/10*  
 Controller/Utility Finance Officer

*Leo P. Ryan 9/20/10*  
 County Attorney (as to Form)

*[Signature]*  
 County Administrator / Assistant County Administrator

**COPIES DISTRIBUTED**

	Date	By
DB Buyer Update Database	9/22/10	[Signature]
Vendor		
JCC/IGSA Rep: <i>Tom Pennington</i>		
Accts Payable		
File		
Encumbered	9/21/10	[Signature]
Budget Code(s)	<input checked="" type="checkbox"/> Annual / Term Contract	
<u>001 - 194 - 0215</u>	\$	<u>300.00</u>
_____	\$	_____
_____	\$	_____

*File to form 9/16/10 okay for 9/16/10*



jccEgov.com

**Purchasing**  
101-F Mounts Bay Road  
Suite 300  
Williamsburg, VA 23185

Mail: PO Box 8784  
Williamsburg, VA 23187  
P: 757-253-6646  
F: 757-253-6753

<http://www.jccgov.com/purchasing/index.html>

September 22, 2010

Mr. Gary Tarpley  
President  
Cable Associates  
423 Redoubt Road  
Yorktown, VA 23692

Reference: Contract Number 10-3944A- Maintenance Agreement for Installation of Fiber Optic Cable

Dear Mr. Tarpley:

You will find enclosed for your files a copy of the executed contract for Cable Associates to provide maintenance services as described in the contract documents, as required by James City County/James City Service Authority and shall perform such services in a satisfactory and proper manner, under direction of the County Administrator or his designated representative.

Please provide the following items during the life of this contract:

- a. Include the Contract Number on correspondence and invoices for this project to expedite responses and any required payment.
- b. Submit all invoices to the Accounts Payable Office at the address listed below:
  - (1) Accounts Payable  
James City County  
PO Box 8784  
Williamsburg, VA 23187-8784  
(757)253-6636/6634/Fax: 253-6619

Your point of contact for this project is Mr. Tom Pennington, Project Manager (757) 253-6666. Mr. Pennington will issue the Notice to Proceed for this project. Please contact him regarding any questions that you may have. You may contact me at (757)253-6646, if you have any questions regarding this letter. My Fax number is (757)253-6753 and Email address is [khall@james-city.va.us](mailto:khall@james-city.va.us).

Thank you for your interest in providing services to James City County.

Sincerely,

Kitty Hall, VCO  
Buyer I

Enclosures

Cc: T. Pennington; B. Farmer; D. Breland; A/P; File

**JAMES CITY COUNTY  
MAINTENANCE AGREEMENT FOR UNDERGROUND FIBER OPTIC CABLE NETWORK  
10-3944(A)**

This contract entered into this **14th day of September 2010**, by Cable Associates, Inc., hereinafter called the “Contractor” and James City County called the “Owner.”

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the maintenance services as described herein and in the contract documents.

The contract documents shall consists of the following all of which documents have been incorporated herein by reference:

- (1) This signed Agreement and Attachments
- (2) The Request for Proposal (RFP); all addenda and Attachments
- (3) The General Terms and Conditions
- (4) The Contractor’s Proposal dated April 27, 2010

I. CABLE INSTALLATION BACKGROUND.

- A. The Contractor will install one (1) two-inch HDPE conduit containing a fiber optic cable along with various other underground network components as outlined in a separate installation contract. The description for repair under “Attachment A” is as follows: The Contractor will pull fiber back to each existing vault location on either side of the damage leaving a 100- foot splice tail at each vault then install appropriate length of fiber cable to conduct the repair using two splice enclosures. (note the distinction between “ vaults” and “hand hole” in the RFP). The Contractor has elected to install one additional conduit, parallel to James City County’s conduit, in a joint trench. The installation will follow the James City County network design and include the installation of a second conduit following any existing network spurs related to this project. The Contractor will retain ownership of the second conduit. The two parallel conduit networks shall be considered as two separate entities and Contractor will maintain James City County’s conduit and fiber optic cable at a reduced rate based upon this Agreement. The Owner agrees (a) that the Owner will not take any action(s) that would unreasonably delay or adversely affect the Contractor’s installation, maintenance or interfere with the ownership of such Contractor Conduit (the second conduit described above) and fiber optic cable and (b) that the Contractor’s right own, install and maintain conduit and fiber optic cable as provided hereunder shall survive the expiration, termination or cancellation of this Maintenance Agreement and the separate Installation Agreement (10-3944).

MAINTENANCE AGREEMENT 10-3944(A)

II. EXCAVATION NOTIFICATION PROCEDURES AND MISS UTILITY

A. Miss Utility. Contractor and the Owner will register with the “Miss Utility of Virginia Service” and will receive all planned excavation notifications along the determined James City County network routing.

B. Response to Notification. The Owner shall authorize the Contractor to act as its agent and will respond to the notifications to locate and to mark appropriately both of the networks while adhering to parameters outlined in the “Virginia Underground Utility

Damage Prevention Act.” The fee for this service will be \$8.00 for each James City County excavation notification, henceforth acknowledged as a “ticket.”

III. PROVISIONS FOR REPAIR OF DAMAGES TO FIBER OPTIC CABLE NETWORK AND ASSOCIATED COSTS

A. Damages to Fiber Optic Cable Network. The Contractor, with authorization by the Owner, will assume all associated costs for damages by any parties on the determined network. Damage investigation, documentation and cost recovery from the responsible party for incorrectly marked facilities or violation of “VUPS” will also be included in the service.

B. Timely Response for Repairs to Damaged Fiber Optic Cable. See Service Level Agreement provisions below under “Maintenance Services”.

IV. FORCE MAJEURE

A. Force Majeure. Neither party shall be responsible for or shall be deemed to have breached this contract by reason of, delay, or failure in performance resulting from acts beyond the control of such party, or, causes beyond the control and without the fault or negligence of such party. Such shall include, but not be limited to: an act of God, an act of war, riot, an epidemic, fire, flood or other disaster, an act of government, a legal strike or lockout, rebellion, an act of terrorism, or vandalism.

B. Procedures for Completion of Repairs after events described above. Damages caused by “Force Majeure” events described in paragraph A. above will be repaired and restored by the Contractor under the provisions of this Maintenance Agreement utilizing the “per Occurrence” cost listed in Attachment 8, Section 2 of the Request for Proposals (RFP) 10-3944 submitted with the Contractor’s proposal and included as **Attachment A** to this contract, and does not include electronic equipment failure.

Cost of repairs after the described events is \$2,960.00 per occurrence as listed in **Attachment A.**

MAINTENANCE AGREEMENT 10-3944(A)

V. COSTS PROVISIONS FOR RELOCATING FIBER OPTIC NETWORK

- A. State road construction projects resulting in relocation of the James City County Fiber Optic Network will be performed at a fifty percent (50%) of the total labor construction cost and documented material cost plus fifteen (15%) percent.

VI. REPAIR AND REPLACEMENT OF FIBER OPTIC CABLE

- A. In the event that the maintenance services under this contract require the repair and replacement of fiber optic cable, such damaged cable shall only be replaced with new cable of a similar or equal quality. In no instance shall the Contractor be permitted to replace damaged cable with refurbished, remanufactured, or surplus cable without prior written authorization of the County Director of Information Resources Management or an authorized representative.

VII. SUBCONTRACTS

- A. No portion of the James City County maintenance services shall be subcontracted without prior written consent of the Purchasing Director. In the event that the Contractor desires to subcontract some part of the work, the Contractor shall furnish the Purchasing Director the names, qualifications, and experience of the proposed Subcontractors. The Contractor shall remain fully liable and responsible for the maintenance work to be done by its Subcontractors and shall assure compliance with all requirements of the contract.

VIII. CONTRACTOR RESPONSIBILITY FOR COUNTY PROPERTY

- A. The Contractor shall be responsible for damages to County property caused by work performed by itself or its Subcontractors. The Contractor shall be responsible for maintaining the area surrounding and adjoining the work site in their current condition. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor or its Subcontractors shall be replaced or remedied by the Contractor or its Subcontractors to the satisfaction of the County, at the expense of the Contractor or Subcontractor.

IX. CONTRACT TERM

- A. The initial term of this Maintenance agreement will be for five (5) years with an option for five (5) five-year contract terms with mutual consent of the parties. Changes in the Maintenance Agreement costs/fee schedules for each contract renewal after the initial five-year contract period will be negotiated by the parties using the increases or decreases in the index listed in the Engineering News Record "Construction Cost Index" as the basis for any changes in the Cost/Fee Schedule for the contract.

The Maintenance Agreement will extend to any network extensions constructed by Cable Associates, Inc., during the agreed to terms.

X. PAYMENT

- A. Payment terms are Net 30. The Contractor shall submit a proper invoice to the County's Accounts Payable Office for maintenance services requiring payment under this contract with a copy to the Project Manager, Mr. Tom Pennington, Director, Information

James City County Accounts Payable  
PO Box 8784  
Williamsburg, Va. 23187-8784  
(Attn: Diana Onas)  
Tel: 757-253-6636/FX 253-6619

XI. MAINTENANCE SERVICES

A. *Network Maintenance*

1. The Contractor will make available upon request of authorized personnel from James City County Information Resources Management, all personnel, equipment and materials (excluding electronic components) necessary to repair any damages of all outside plant infrastructure and maintain the integrity of the network during the terms of the contract.

The conditions and specifications for the services to be provided are as follows:

B. *Service Level Agreement*

Business Hours are Monday – Friday, 6:30 a.m. - 5 p.m. Upon receiving any report of service difficulties with the JCC network, the following response times will be provided to ensure rapid response and recovery:

**Business Hours:** Two (2) hours to on-site visit for evaluation and assessment of damages and material/equipment needs.

**Business Hours:** Eight (8) hours for repair crew on-site response after initial evaluation and assessment.

**Non-Business, Nights, Weekends and Holiday Hours:** Three (3) hours to on-site visit for evaluation and assessment and material/equipment needs.

**Non-Business, Nights, Weekends and Holiday Hours:** Eight (8) hours for repair crew on-site response after initial evaluation and assessment.

C. *Documentation*

As outlined in the RFP, conduit/fiber maps/drawings will be updated upon each action which requires the altering of the physical network plant itself. Drawings will be furnished to the James City County Director of Information Resources Management electronically in AutoCAD or Acrobat PDF format.

**Emergency Contact Information  
Cable Associates, Inc.**

The contact list for emergency response is as follows and should be called in this order:

***Normal Business Hours:***

Monday – Friday: 6:30 a.m. to 5:00 p.m.

**(757) 890-0143**

***After Hour Contacts:***

Michael Bowler: (757) 592-1017

James Burns: (757) 592-1018

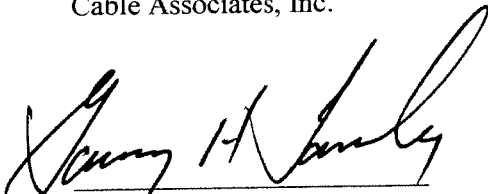
Gary Tarpley: (757) 880-6287

Gene Midkiff: (757) 592-1030

Dwight Mellish: (757) 592-4041

Nick Kincaid: (757) 592-1029

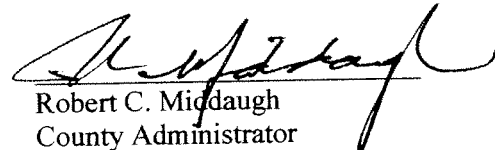
Cable Associates, Inc.

  
Authorized Signature

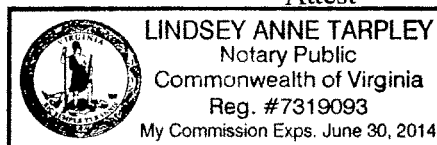
GARY H TARPLEY Pres.  
Print Name & Title

Lindsey Tarpley  
Attest

James City County

  
Robert C. Middaugh  
County Administrator

Attest



SECTION 2  
 PRICE PROPOSAL FOR MAINTENANCE  
 REQUEST FOR PROPOSALS 10-3944  
 FIBER OPTIC CABLE INSTALLATION

TO: Purchasing Director, James City County  
 101-F Mounts Bay Road, Suite 300  
 Williamsburg, VA 23185

FROM: CABLE ASSOCIATES, INC. (Name of Contractor)  
435 REDOUBT ROAD, P.O. BOX 1516, YORKTOWN, VA (Address) 23692  
757-890-0143 / 757-369-1675 (Telephone/Fax Number)  
MBOWLER@CABLEASSOCIATESINC.COM (E-mail Address)

Section 2 Total Price Proposal \$ <u>2,960.00 PER OCCURANCE</u>		
Total Price Proposal In Words: <u>TWO THOUSAND NINE HUNDRED SIXTY DOLLARS AND ZERO CENTS PER OCCURANCE</u>		
Please see paragraph 24.13 of the Request for Proposal for description of Maintenance service desired		
ITEM	UNIT	UNIT PRICE
Maintenance Service For Installed Fiber Optic Cable- Annual Contract	1	<u>\$ 2,960.00 PER OCCURANCE</u>
Maintenance Service For Installed Fiber Optic Cable – On Call Contract	1	<u>\$ N/A</u>

The contractor hereby guarantees that it is a certified installer of Fiber Optic Cable manufacturer and that the manufacturer has agreed to supply the contractor with all quantities of items to be ordered by the contractor and agrees further to provide James City County, within four working days, with a certificate from the manufacturer acknowledging same, if requested. This information must also include any specific products and/or services the manufacturer does not allow the contractor to provide.

My signature on this solicitation price proposal form constitutes certification that I I or my designated representative am aware of the conditions under which the work must be accomplished. Claims resulting from failure to ascertain the conditions under which the work must be accomplished will not considered by the Owner.

By my signature on this solicitation price proposal form, I certify that this firm/individual is authorized to contract on behalf of the firm named below and is properly licensed for providing the goods/services specified.

Contractor Registration and Signature

Registered Virginia Contractor License Class and No. H/H 2701025380A

Registration Expires 10-31-2010

**Each Offeror must complete and submit the items listed in the RFP and on the Cover Sheet with their proposal**

Company Name: CABLE ASSOCIATES, INC.

Address: 435 REDOUBT ROAD, P.O. BOX 1516, YORKTOWN, VA 23692

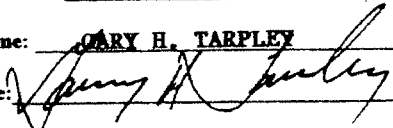
City/State/Zip: YORKTOWN, VA 23692

Telephone: 757-890-0143 FAX: 757-369-1675

Email Address: MBOWLER@CABLEASSOCIATESINC.COM

Federal Tax ID: 54-1245758

Print Name: GARY H. TAPLEY Title: PRESIDENT

Signature:  Date: 4/27/10



**Purchasing Department**

101 F Mounts Bay Rd, Suite 300, Williamsburg, Virginia 23187  
(757) 253-6646 Fax Number: (757) 253-6753

August 26, 2016

Cable Associates, Inc.  
Attn: Mr. Gary Tarpley  
423 Redoubt Road  
Yorktown VA 23693

Reference: Contract Number # 10-3944A Maintenance Agreement for Installation of Fiber  
Optic Cable

Renewal # 2 of 5

Dear Mr. Tarpley:

You will find enclosed for your files a copy of the above executed contract renewal for  
Maintenance Agreement for Installation of Fiber Optic Cable with James City County effective  
September 14, 2016 to September 13, 2017.

- 1.) Include the Contract Number in any correspondence and invoices for this project  
to expedite responses and any required payments.
- 2.) Invoices should be sent to: James City County, Accounts Payable, PO Box  
8784, Williamsburg, VA 23187

Please contact the Purchasing Office if you have any questions regarding this letter at (757) 253-  
6646, Fax (757) 253-6753 (Attn: Diana Onas), or email (Diana.Onas@jamescitycountyva.gov).

Thank you for your service to James City County/James City Service Authority.

Sincerely,

Diana Onas  
Administrative Specialist

Encl.



**Purchasing Department**

101 F Mounts Bay Rd, Suite 300, Williamsburg, Virginia 23185  
(757) 253-6646 Fax Number: (757) 253-6753

August 24, 2016

*Cable Associates, Inc.*  
*Attn: Mr. Mike Bowler*  
*423 Redoubt Road*  
*Yorktown VA 23693*

*Contract Number 10-3944A Maintenance Agreement for Installation of Fiber Optic Cable  
Renewal # 2 of 5*

Dear Mr. Bowler:

The above mentioned Contract Authorization Form is attached for your review and signature.  
This Contract is in effect from September 14, 2016 to September 13, 2017.

Please return both copies of the Contract Authorization Form and I will return an executed copy  
of the contract for your records.

Thank you for continuing to provide service to James City County & James City Service  
Authority.

Sincerely,

Kitty Hall, VCO  
Purchasing Coordinator for the Williamsburg-James City County Public School Division &  
Williamsburg Area Transit Authority  
Purchasing Director, James City County & James City Service Authority

Enclosures: (2) Contract Renewal Authorization

File

Cc: A/P; File



### CONTRACT RENEWAL AUTHORIZATION FORM

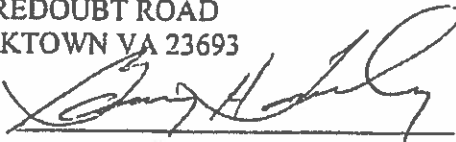
**MAINTENANCE AGREEMENT FOR INSTALLATION OF FIBER OPTIC CABLE  
CONTRACT # 10-3944A**

*Contract Renewal # 2 of 5*

By mutual agreement, the contract for the Maintenance Agreement for Installation of Fiber Optic Cable for James City County shall be renewed for the period of September 14, 2016 through September 13, 2017. The terms and conditions of the original contract remain unchanged and in full force and effect.

CABLE ASSOCIATES, INC.  
423 REDOUBT ROAD  
YORKTOWN VA 23693

JAMES CITY COUNTY

By:   
GARY H. TARPLEY

By:   
Kitty Hall

Title: President  
print name

Title: Purchasing Director

Date: 8.24.16

Date: 8/25/16



**Purchasing Department**

101 F Mounts Bay Rd, Suite 300, Williamsburg, Virginia 23187  
(757) 253-6646 Fax Number: (757) 253-6753

October 30, 2019

Attn: Mr. Gary Tarpley  
Cable Associates, Inc.  
423 Redoubt Road  
Yorktown VA 23693

Reference: JCC Contract # 10-3944A

Maintenance Agreement for Installation of Fiber Optic Cable

**Contract Renewal # 5 of 5**

Dear Mr. Tarpley:

You will find enclosed for your files a copy of the above executed contract renewal form for the contract for Maintenance Agreement for Installation of Fiber Optic Cable for James City County effective September 14, 2019 to September 13, 2020.

- 1.) Include the Contract Number in any correspondence and invoices for this project to expedite responses and any required payments.
- 2.) Invoices should be sent to: James City County, Accounts Payable, PO Box 8784, Williamsburg, VA 23187

Please contact the Purchasing Office if you have any questions regarding this letter at (757) 253-6646, Fax (757) 253-6753 (Attn: Diana Onas), or email (Diana.Onas@jamescitycountyva.gov).

Thank you for your service to James City County.

Sincerely,

Diana Onas  
Administrative Coordinator

Encl.

Cc: File



**Purchasing Department**

101 F Mounts Bay Rd, Suite 300, Williamsburg, Virginia 23185  
(757) 253-6646 Fax Number: (757) 253-6753

September 27, 2019

*Attn: Mr. Gary Tarpley  
Cable Associates, Inc.  
423 Redoubt Road  
Yorktown VA 23693*

*JCC Contract # 10-5944A Maintenance Agreement for Installation of Fiber Optic Cable*

*Contract Renewal # 5 of 5*

Dear Mr. Tarpley:

The above mentioned Contract Renewal Form is attached for your review and signature. This Contract Form will renew the contract for Maintenance Agreement for Installation of Fiber Optic Cable for James City County for the period of September 14, 2019 to September 13, 2020.

Please return both copies of the Contract Renewal Form and I will return an executed copy of the Contract Renewal for your records.

Thank you for providing service to James City County.

Sincerely,

Kitty Hall, VCO  
Purchasing Coordinator for the Williamsburg-James City County Public School Division &  
Williamsburg Area Transit Authority  
Purchasing Director, James City County & James City Service Authority

Enclosures: (2) Contract Renewal

File

Cc:; File



JCC CONTRACT # 10-3944A

MAINTENANCE AGREEMENT FOR INSTALLATION OF FIBER OPTIC CABLE

CONTRACT RENEWAL FORM

By mutual agreement, the contract for Maintenance Agreement for Installation of Fiber Optic Cable for James City County shall be renewed for the period of September 14, 2019 through September 13, 2020. The terms and conditions of the original contract remain unchanged and in full force and effect.

CABLE ASSOCIATES, INC.  
423 REDOUBT ROAD  
YORKTOWN VA 23693

JAMES CITY COUNTY

GARY H. TARPLEY

print name

Title: Pres

Date: 9-12-19

Kitty Hall

Title: Purchasing Director

Date: 10/30/19



**Purchasing Department**

101 F Mounts Bay Rd, Suite 300, Williamsburg, Virginia 23187  
(757) 253-6646 Fax Number: (757) 253-6753

September 20, 2021

Attn: Mr. Gary Tarpley  
Cable Associates, Inc.  
423 Redoubt Road  
Yorktown VA 23693

JCC Contract # 10-3944A

**Maintenance Agreement for Installation of Fiber Optic Cable**

**Contract Extension**

Dear Mr. Tarpley:

You will find enclosed for your files a copy of the above executed contract extension form for the contract for Maintenance Agreement for Installation of Fiber Optic Cable for the period of September 14, 2021 to September 13, 2022.

Include the Contract Number in any correspondence and invoices for this project to expedite responses and any required payments.

- 1.) Invoices should be sent to: James City County, Accounts Payable, PO Box 8784, Williamsburg, VA 23187

Please contact the Purchasing Office if you have any questions regarding this letter at (757) 253-6646, Fax (757) 253-6753 (Attn: Diana Onas), or email (Diana.Onas@jamescitycountyva.gov).

Thank you for your service to James City County.

Sincerely,

Diana Onas  
Administrative Coordinator

Encl.

Cc: File



**Purchasing Department**  
101 F Mounts Bay Rd, Suite 300, Williamsburg, Virginia 23185  
(757) 253-6646 Fax Number: (757) 253-6753

September 8, 2021

Attn: Mr. Gary Tarpley  
Cable Associates, Inc.  
423 Redoubt Road  
Yorktown VA 23693

JCC Contract # 10-3944A

Maintenance Agreement for Installation of Fiber Optic Cable

***Contract Extension***

The above mentioned Contract Extension Form is attached for your review and signature. This Contract Form will extend the contract for Maintenance Agreement for Installation of Fiber Optic Cable for James City County for the period of September 14, 2021 to September 13, 2022.

Please return both copies of the Contract Extension Form and I will return an executed copy of the Contract Extension for your records.

Thank you for providing service to James City County.

Sincerely,

Kitty Hall, VCO  
Purchasing Coordinator for the Williamsburg-James City County Public School Division &  
Williamsburg Area Transit Authority  
Purchasing Director, James City County & James City Service Authority

Enclosures: (2) Contract Extension

File

Cc:: File



JCC CONTRACT # 10-3944A

# MAINTENANCE AGREEMENT FOR INSTALLATION OF FIBER OPTIC CABLE

## CONTRACT EXTENSION FORM

By mutual agreement, the contract for Maintenance Agreement for Installation of Fiber Optic Cable for James City County shall be extended for the period of September 14, 2021 through September 13, 2022. The terms and conditions of the original contract remain unchanged and in full force and effect.

CABLE ASSOCIATES, INC.  
423 REDOUBT ROAD  
YORKTOWN VA 23693

JAMES CITY COUNTY

GARY H. TARPLEY  
print name

Title: PRESIDENT

Date: 9-8-2021

Digitally signed by Kitty Hall  
DN: cn=Kitty Hall, o=James City  
County, ou=Purchasing,  
email=kitty.hall@jamescitycounty  
a.gov, c=US  
Date: 2021.09.15 11:34:39 -04'00'

**Kitty Hall**

Kitty Hall

Title: Purchasing Director

Date: 9/15/2021



**Purchasing Department**

101 F Mounts Bay Rd, Suite 300, Williamsburg, Virginia 23187  
(757) 253-6646 Fax Number: (757) 253-6753

September 16, 2022

Attn: Mr. Gary Tarpley  
Cable Associates, Inc.  
423 Redoubt Road  
Yorktown VA 23693

JCC Contract # 10-3944A

Maintenance Agreement for Installation of Fiber Optic Cable

**Contract Extension**

Dear Mr. Tarpley:

You will find enclosed for your files, a copy of the above executed contract extension form for the contract for Maintenance Agreement for Installation of Fiber Optic Cable for James City County for the period of September 14, 2022 to September 13, 2023.

Include the Contract Number in any correspondence and invoices for this project to expedite responses and any required payments.

- 1.) Invoices should be sent to: James City County, Accounts Payable, PO Box 8784, Williamsburg, VA 23187

Please contact the Purchasing Office if you have any questions regarding this letter at (757) 253-6646, Fax (757) 253-6753 (Attn: Diana Onas), or email (Diana.Onas@jamescitycountyva.gov).

Thank you for your service to James City County.

Sincerely,

Diana Onas  
Administrative Coordinator

Encl.

Cc: File



**Purchasing Department**

101 F Mounts Bay Rd, Suite 300, Williamsburg, Virginia 23185  
(757) 253-6646 Fax Number: (757) 253-6753

August 19, 2022

Attn: Mr. Gary Tarpley  
Cable Associates, Inc.  
423 Redoubt Road  
Yorktown VA 23693

JCC Contract # 10-3944A

***Maintenance Agreement for Installation of Fiber Optic Cable***

***Contract Extension***

The above mentioned Contract Extension is attached for your review and signature.  
This Contract Form will extend the contract for Maintenance Agreement for Installation of Fiber Optic Cable for James City County for the period of September 14, 2022 to September 13, 2023.

Please return both copies of the Contract Extension Form and I will return an executed copy of the Contract Extension for your records.

Thank you for providing service to James City County.

Sincerely,

Kitty Hall, VCO  
Purchasing Coordinator for the Williamsburg-James City County Public School Division &  
Williamsburg Area Transit Authority  
Purchasing Director, James City County & James City Service Authority

Enclosures: (2) Contract Extension

File

Cc: File



JCC CONTRACT # 10-3944A

MAINTENANCE AGREEMENT FOR INSTALLATION OF FIBER OPTIC CABLE

**CONTRACT EXTENSION FORM**

By mutual agreement, the contract for Maintenance Agreement for Installation of Fiber Optic Cable for James City County shall be extended for the period of September 14, 2022 through September 13, 2023. The terms and conditions of the original contract remain unchanged and in full force and effect.

CABLE ASSOCIATES, INC.  
423 REDOUBT ROAD  
YORKTOWN VA 23693

JAMES CITY COUNTY

**Kitty Hall**

Digitally signed by Kitty Hall  
DN: cn=Kitty Hall, o=James City County,  
ou=Purchasing,  
email=kitty.hall@jamescitycountyva.gov, c=US  
Date: 2022.09.16 10:45:41 -04'00'

GARY H TARPLEY

Kitty Hall

*print name*

Title: President

Title: Purchasing Director

Date: 9-14-22

Date: 9/16/2022



**Purchasing Department**

101 F Mounts Bay Rd, Suite 300, Williamsburg, Virginia 23187  
(757) 253-6646 Fax Number: (757) 253-6753

August 3, 2023

Attn: Mr. Gary Tarpley  
Cable Associates, Inc.  
423 Redoubt Road  
Yorktown VA 23693

**JCC Contract # 10-3944A**

**Maintenance Agreement for Installation of Fiber Optic Cable**

**Contract Extension**

Dear Mr. Tarpley:

You will find enclosed for your files, a copy of the above executed contract extension form for the contract for Maintenance Agreement for Installation of Fiber Optic Cable for James City County for the period of September 14, 2023 to September 13, 2024.

Include the Contract Number in any correspondence and invoices for this project to expedite responses and any required payments.

- 1) Invoices should be sent to: James City County, Accounts Payable, PO Box 8784, Williamsburg VA 23187.

Please contact the Purchasing Office if you have any questions regarding this letter at (757) 253-6646, Fax (757) 253-6753 (Attn: Diana Onas), or email (Diana.Onas@jamescitycountyva.gov).

Thank you for your service to James City County.

Sincerely,

Diana Onas  
Administrative Coordinator III

Encl.

Cc: File



**Purchasing Department**

101 F Mounts Bay Rd, Suite 300, Williamsburg, Virginia 23185  
(757) 253-6646 Fax Number: (757) 253-6753

August 2, 2023

Attn: Mr. Gary Tarpley  
Cable Associates, Inc.  
423 Redoubt Road  
Yorktown VA 23693

JCC Contract # 10-3944A

Maintenance Agreement for Installation of Fiber Optic Cable

***Contract Extension***

The above mentioned Contract Extension Form is attached for your review and signature. This contract form will extend the contract for Maintenance Agreement for Installation of Fiber Optic Cable for James City County for the period of September 14, 2023 to September 13, 2024.

Please return both copies of the Contract Extension Form and I will return an executed copy of the Contract Extension for your records.

Thank you for providing service to James City County.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Kitty Hall'.

Kitty Hall, VCO  
Purchasing Coordinator for the Williamsburg-James City County Public School Division &  
Williamsburg Area Transit Authority  
Purchasing Director, James City County & James City Service Authority

Enclosures: (2) Contract Extension

File

Cc: File



JCC CONTRACT # 10-3944A

# MAINTENANCE AGREEMENT FOR INSTALLATION OF FIBER OPTIC CABLE

## CONTRACT EXTENSION FORM

By mutual agreement, the contract for Maintenance Agreement for Installation of Fiber Optic Cable for James City County shall be extended for the period of September 14, 2023 through September 13, 2024. The terms and conditions of the original contract remain unchanged and in full force and effect.

CABLE ASSOCIATES, INC.  
423 REDOUBT ROAD  
YORKTOWN VA 23693

JAMES CITY COUNTY

**Kitty Hall**  
Digitally signed by Kitty Hall  
DN: cn=Kitty Hall, o=James City County,  
ou=Purchasing,  
email=kitty.hall@jamescitycountyva.gov,  
c=US  
Date: 2023.08.03 11:51:40 -04'00'

Gary H. Tarpley  
*print name*

Kitty Hall

Title: President

Title: Purchasing Director

Date: 8/3/2023

Date: 8/3/2023

**JAMES CITY COUNTY  
REVISED MAINTENANCE AGREEMENT FOR UNDERGROUND FIBER OPTIC CABLE  
NETWORK 10-3944(A)**

This contract originally entered into this **14th day of September 2010**, by Cable Associates, Inc., hereinafter called the "Contractor" and James City County called the "Owner." This contract is hereby renewed as of the date of the last signature below.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the maintenance services as described herein and in the contract documents.

The contract documents shall consists of the following all of which documents have been incorporated herein by reference:

- (1) This signed Agreement and Attachments
- (2) The Request for Proposal (RFP); all addenda and Attachments
- (3) The General Terms and Conditions
- (4) The Contractor's Proposal dated April 27, 2010

I. CABLE INSTALLATION AND REPAIR.

- A. The Contractor may install HDPE conduit containing a fiber optic cable along with various other underground network components as outlined in a work order from James City County. Cable Associates, Inc. will construct the additional network based on the attached price schedule in "Attachment A". The description for repair is as follows: The Contractor will pull fiber back to each existing vault location on either side of the damage leaving a 100- foot splice tail at each vault then install appropriate length of fiber cable to conduct the repair using two splice enclosures. (note the distinction between " vaults" and "hand hole" in the RFP) the repair price will be based on the pricing schedule in "Attachment A". The Contractor may elect to install additional conduits, parallel to James City County's conduit, in a joint trench. The installation will follow the James City County network design and include the installation of additional conduits following any existing network spurs. The Contractor will retain ownership of the additional conduits. The parallel conduit networks shall be considered as separate entities and Contractor will maintain James City County's conduit and fiber optic cable at a reduced rate based upon this Agreement. The Owner agrees (a) that the Owner will not take any action(s) that would unreasonably delay or adversely affect the Contractor's installation, maintenance or interfere with the ownership of such Contractor Conduit (the additional conduits described above) and fiber optic cable and (b) that the Contractor's right own, install and maintain conduit and fiber optic cable as provided hereunder shall survive the expiration, termination or cancellation of this Maintenance Agreement and the separate Installation Agreement (10-3944).

MAINTENANCE AGREEMENT 10-3944(A)

II. EXCAVATION NOTIFICATION PROCEDURES AND MISS UTILITY

- A. Miss Utility. Contractor and the Owner will register with the "Miss Utility of Virginia Service" and will receive all planned excavation notifications along the determined James City County network routing.
- B. Response to Notification. The Owner shall authorize the Contractor to act as its agent and will respond to the notifications to locate and to mark appropriately both of the networks while adhering to parameters outlined in the "Virginia Underground Utility Damage Prevention Act." The fee for this service will be \$12.50 for each James City County excavation notification, henceforth acknowledged as a "ticket."

III. PROVISIONS FOR REPAIR OF DAMAGES TO FIBER OPTIC CABLE NETWORK AND ASSOCIATED COSTS

- A. Damages to Fiber Optic Cable Network. The Contractor, with authorization by the Owner, will assume all upfront costs to facilitate repairs for damages by any parties on the determined network. The Contractor will perform damage investigation, documentation and cost recovery from the responsible party for incorrectly marked facilities or violation of "YUPS" will also be included in the service. Any non-recoverable repair cost after one-hundred twenty days (120) will be billed to James City County under "Attachment A".
- B. Timely Response for Repairs to Damaged Fiber Optic Cable. See Service Level Agreement provisions below under "Maintenance Services".

IV. FORCE MAJEURE

- A. Force Majeure. Neither party shall be responsible for or shall be deemed to have breached this contract by reason of, delay, or failure in performance resulting from acts beyond the control of such party, or, causes beyond the control and without the fault or negligence of such party. Such shall include, but not be limited to: an act of God, an act of war, riot, an epidemic, fire, flood or other disaster, an act of government, a legal strike or lockout, rebellion, an act of terrorism, or vandalism.
- B. Procedures for Completion of Repairs after events described above. Damages caused by "Force Majeure" events described in paragraph A. above will be repaired and restored by the Contractor under the provisions of this Maintenance Agreement and billed to James City County utilizing the pricing schedule in "Attachment A" to this contract and does not include electronic equipment failure.

MAINTENANCE AGREEMENT 10-3944(A)

V. COSTS PROVISIONS FOR RELOCATING FIBER OPTIC NETWORK

- A. State road construction projects resulting in relocation of the James City County Fiber Optic Network, the Contractor will coordinate with VDOT on behalf of James City County for any available reimbursement. Relocating costs not recovered will be billed to James City County based on "Attachment A".

VI. REPAIR AND REPLACEMENT OF FIBER OPTIC CABLE

- A. In the event that the maintenance services under this contract require the repair and replacement of fiber optic cable, such damaged cable shall only be replaced with new cable of a similar or equal quality. In no instance shall the Contractor be permitted to replace damaged cable with refurbished, remanufactured, or surplus cable without prior written authorization of the County Director of Information Resources Management or an authorized representative.

VII. SUBCONTRACTS

- A. No portion of the James City County maintenance services shall be subcontracted without prior written consent of the Purchasing Director. In the event that the Contractor desires to subcontract some part of the work, the Contractor shall furnish the Purchasing Director the names, qualifications, and experience of the proposed Subcontractors. The Contractor shall remain fully liable and responsible for the maintenance work to be done by its Subcontractors and shall assure compliance with all requirements of the contract.

VIII. CONTRACTOR RESPONSIBILITY FOR COUNTY PROPERTY

- A. The Contractor shall be responsible for damages to County property caused by work performed by itself or its Subcontractors. The Contractor shall be responsible for maintaining the area surrounding and adjoining the work site in their current condition. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor or its Subcontractors shall be replaced or remedied by the Contractor or its Subcontractors to the satisfaction of the County, at the expense of the Contractor or Subcontractor.

IX. CONTRACT TERM

- A. The initial term of this Maintenance agreement will be for five (5) years with an option for five (5) five-year contract terms with mutual consent of the parties (Table attached "B"). Any changes in the Maintenance Agreement costs/fee schedules listed in "Attachment A" will be expressed to James City County in writing, or in the form of a new pricing schedule, at least sixty (60) days prior to the change. Prices can be negotiated by the parties using the increases or decreases in the index listed in the U.S. Bureau of Labor Statistics Consumer Price Index, "CPI" as the basis for any changes in the Cost/Fee Schedule for the contract.  
The Maintenance Agreement will extend to any network extensions constructed by Cable Associates, Inc., during the agreed to terms.

X. PAYMENT

- A. Payment terms are Net 30. The Contractor shall submit a proper invoice to the County's Accounts Payable Office for maintenance services requiring payment under this contract with a copy to the Project Manager, Mr. Patrick Page, Director, Information Technology

James City County Accounts Payable  
PO Box 8784  
Williamsburg, Va. 23187-8784  
Accounts.Payable@jamescitycountyva.gov  
Tel: 757-253-6636/FX 253-6619

XI. MAINTENANCE SERVICES

A. *Network Maintenance*

1. The Contractor will make available upon request of authorized personnel from James City County Information Resources Management, all personnel, equipment and materials (excluding electronic components) necessary to repair any damages of all outside plant infrastructure and maintain the integrity of the network during the terms of the contract.

The conditions and specifications for the services to be provided are as follows:

B. *Service Level Agreement*

Business Hours are Monday - Friday, 6:30 a.m. - 5 p.m. Upon receiving any report of service difficulties with the JCC network, the following response times will be provided to ensure rapid response and recovery:

**Business Hours:** Two (2) hours to on-site visit for evaluation and assessment of damages and material/equipment needs.

**Business Hours:** Eight (8) hours for repair crew on-site response after initial evaluation and assessment.

**Non-Business, Nights, Weekends and Holiday Hours:** Three (3) hours to on-site visit for evaluation and assessment and material/equipment needs.

**Non-Business, Nights, Weekends and Holiday Hours:** Eight (8) hours for repair crew on-site response after initial evaluation and assessment.

C. *Documentation*

As outlined in the RFP, conduit/fiber maps/drawings will be updated upon each action which requires the altering of the physical network plant itself. Drawings will be furnished to the James City County Director of Information Resources Management electronically in AutoCAD or Acrobat PDF format.

MAINTENANCE AGREEMENT 10-3944(A)

Emergency Contact Information  
Cable Associates, Inc.

The contact list for emergency response is as follows and should be called in this order:

*Normal Business Hours:*  
Monday- Friday: 7:00 a.m. to 5:00 p.m.

(757) 890-0143

*After Hour Contacts:*

James Maynard: (757) 592-1012

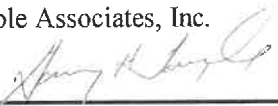
Gene Midkiff: (757) 592-1030

Gary Tarpley: (757) 880-6287

Dwight Mellish: (757) 592-4041

Jay Burns: (757) 592-1018

Cable Associates, Inc.

  
Authorized Signature

Gary H. Tarpley, President


Print Name & Title

3/25/2024

Date

  
Attest

James City County

  
Authorized Signature

Scott A. Stevens

Print Name & Title

5-9-2024

Date

  
Attest



MAINT AGREEMENT 10-3944(A)

APPROVED AS TO FORM

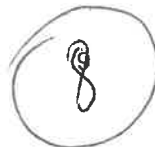
  
COUNTY ATTORNEY

Attachment A: Pricing Schedule

Description of Materials, Parts, Equipment, and Man Hour Labor	Unit of Issue	Cost
2" RIDGID CONDUIT	Ft	\$12.79
2" COUPLERS	Ea.	\$12.07
2" RIDGID LB	Ea.	\$64.46
INCIDENTIAL HARDWARE	Ea.	\$25.00
2" PVC STICK PIPE	Ft	\$5.77
2" DRESSER COUPLERS	Ea.	\$22.17
2" PLENUM CONDUIT	Ft	\$11.45
2" ROLL PIPE	Ft	\$1.30
17X30X24 VAULT WITH STAMPED LID "NNPS COMMUNICATION"	Ea.	\$425.00
30X48X24 VAULT WITH STAMPED LID "NNPS COMMUNICATION"	Ea.	\$1202.74
FLUSH GRADE LOCATE PIN STAMPED WITH "NNPS COMMUNICATIONS" & PHONE NUMBER: 757-881-5461	Ea.	\$28.40
LOCATE WIRE SOLID 12 GAUGE	Ft	\$.21
SEED&STRAW&TOPSOIL	Ea.	\$100.00
CONCRETE	Ea.	\$500.00
FIBER 594F	Ft	\$9.06
FIBER 576F	Ft	\$8.61
FIBER 360F	Ft	\$5.24
FIBER 264F	Ft	\$4.11
FIBER 192F	Ft	\$3.98
FIBER 96F	Ft	\$1.70
FIBER 12F	Ft	\$.081
PRETERM FIBER OPTIC SC 144 COUNT CABINEET, RACKMOUNT	Ea.	\$4,099.25
PRETERM FIBER OPTIC SC 12 CONT SELF, RACKMOUNT	Ea.	\$608.25
SPLICE BOX	Ea.	\$1,938.59
RACHEM "D" ENCLOSURE	Ea.	\$770.50
RACHEM "B" ENCLOSURE	Ea.	\$425.90
12 FIBER SPLICE PROTECTOR	Ea.	\$3.91
MISCELANEOUS MAT. FRIEGHT,	Ea.	\$100.00
3 METER SINGLE-MODE FIBER OPTIC PATCH CORD LC TO SC	Ea.	\$30.91
5 METER FT SINGLE-MODE FIBER OPTIC PATCH CORD LC TO SC	Ea.	\$42.56
7 METER FT SINGLE-MODE FIBER OPTIC PATCH CORD LC TO SC	Ea.	\$25.45
10 METER SINGLE-MODE FIBER OPTIC PATCH CORD LC TO SC	Ea.	\$33.03
15 METER SINGLE-MODE FIBER OPTIC PATCH CORD LC TO SC	Ea.	\$35.06
3 METER SINGLE-MODE FIBER OPTIC PATCH CORD SC TO SC	Ea.	\$18.91
FIBER OPTIC CLEANING KIT	Ea.	\$81.27
PLACE 2" RIDGID CONDUIT	Ft	\$6.50
PLACE 2" PVC STICK	Ft	\$6.50
PLACE 2" PLENUM	Ft	\$6.50
PLACE 2" ROLL	Ft	\$11.00
INSTALL 17X30X24	Ea.	\$325.00
Install 30X48X24	Ea.	\$550.00
REMOVE Vault	Ea.	\$375.00
REINSTALL LOCATE PIN	Ea.	\$15.00

Description of Materials, Parts, Equipment, and Man Hour Labor	Unit of Issue	Cost
INSTALL LOCATE WIRE W/DUCT	Ft	\$ .15
Coresaw Existing Utilities	Ea.	\$750.00
RESTORATION/REPAIR OF SOIL	Ea.	\$100.00
CONCRETE REMOVAL/REPLACE	Ea.	\$500.00
INSTALL FIBER OPTIC IN DUCT	Ft	\$1.00
REMOVE FIBER OPTIC FROM DUCT	Ft	\$1.00
MOUNT 12F RACK SHELF	Ea.	\$75.00
MOUNT 144F SPLICE CABINET	Ea.	\$150.00
END SPLICE FIBER OPTIC	Ea.	\$35.00
INSTALL SPLICE CASE/PREP	Ea.	\$300.00
HUB SPLICE FIBER OPTIC	Ea.	\$35.00
TEST FIBER OPTIC OTDR	Ea.	\$20.00
SITE END SPLICE FO	Ea.	\$35.00
REINSTALL FIBER OPTIC TO DEMARC(SITE)		
PERMITS	Ea.	\$200.00
TRAFFIC CONTROL	Hr.	\$90.00
ENGINEERING SERVICES	Hr.	\$150.00
MANAGEMENT/OVERHEAD/INS.	%	17% Total Job Cost
Supervisor	Hr.	\$148.44
Supervisor Overtime	Hr.	\$222.66
Supervisor Holiday	Hr.	\$296.88
Engineering/Mapping	Hr.	\$150.00
Fiber Tech	Hr.	\$106.88
Fiber Tech Overtime	Hr.	\$160.31
Fiber Tech Holiday	Hr.	\$213.75
Foreman/Locator	Hr.	\$83.13
Foreman/Locator Overtime	Hr.	\$124.69
Foreman/Locator Holiday	Hr.	\$166.25
Operator	Hr.	\$65.31
Operator Overtime	Hr.	\$97.97
Operator Holiday	Hr.	\$130.63
Laborer	Hr.	\$53.44
Laborer Overtime	Hr.	\$80.16
Laborer Holiday	Hr.	\$106.88
Pickup Truck	Hr.	\$25.00
Medium Truck (5500)	Hr.	\$31.25
28' Bucket Truck	Hr.	\$50.00
35' Bucket Truck	Hr.	\$62.50
Large Truck	Hr.	\$37.50
Dump Truck	Hr.	\$56.25
Backhoe/Small Trac Hoe with Trailer	Hr.	\$68.75
Track Hoe (85 HP) with Trailer	Hr.	\$93.75
Directional Drill	Hr.	\$343.75
Vacuum Excavator Trailer	Hr.	\$37.50
Cable Reel Trailer	Hr.	\$15.00
Compressor (375 HP)	Hr.	\$40.00
Generator	Hr.	\$12.50
Water Pump	Hr.	\$12.50
Jack Hammer	Hr.	\$12.50
Fiberglass Fish Tape	Hr.	\$12.50
Chop Saw	Hr.	\$22.50

Manhole Safety Equipment	Hr.	\$15.63
Gas Tester	Hr.	\$18.75
Lane Closure Trailer	Hr.	\$62.50
Crash Cushion Truck	Daily	\$531.25
Arrow Board	Daily	\$156.25
Fiber Optic Splicing Trailer	Hr.	\$56.25
OTDR	Hr.	\$50.00
Fusion Splicer	Hr.	\$50.00
Power Meter	Hr.	\$31.25
Cable Locator	Hr.	\$37.50
<b>** All Labor and Equipment Minium 4 Hours**</b>		
<b>** All prices subject to change based on annual CPI**</b>		



**Table: B**

**CONTRACT TERM**

- A. The initial term of this Maintenance agreement will be for five (5) years with an option for five (5) five-year contract terms with mutual consent of the parties (Table attached "B"). Any changes in the Maintenance Agreement costs/fee schedules listed in "Attachment A" will be expressed to James City County in writing, or in the form of a new pricing schedule, at least sixty (60) days prior to the change. Prices can be negotiated by the parties using the increases or decreases in the index listed in the U.S. Bureau of Labor Statistics Consumer Price Index, "CPI" as the basis for any changes in the Cost/Fee Schedule for the contract.

The Maintenance Agreement will extend to any network extensions constructed by Cable Associates, Inc., during the agreed to terms.

Initial Term	2024-2029
Term 1	2029-2034
Term 2	2034-2039
Term 3	2039-2044
Term 4	2044-2049
Term 5	2049-2054

**CONTRACT APPROVAL FORM**

Contract #: 10-3944  Contract  Change Order # \_\_\_\_\_  
 Project Name: Installation of Single Mode Fiber optic Cable  
 Vendor: Cable Associates, Inc (#26755)

**RED FOLDER**

**COPIES DISTRIBUTED**

**Approved by** Bos Resolution attached **Date** \_\_\_\_\_  
County / Service Authority Representative  
Stephanie Peter **Date** 9/16/10  
Purchasing Director  
[Signature] **Date** 9/16/10  
Controller/Utility Finance Officer  
[Signature] **Date** 9/20/10  
County Attorney (as to form)  
[Signature]  
County Administrator / Assistant County Administrator

	Date	By
Buyer Update Database <sup>DB</sup>	9/22/10	[Signature]
Vendor		
JCC/ICSA Rep: <sup>Tom</sup> Penningsford		
Accts Payable		
File		
Encumbered 9/21/10 * 1,723,612.74		[Signature]
Budget Code(s) <input type="checkbox"/> Annual / Term Contract		
<sup>4/17</sup> 013 - 010 - 0320	\$ 1,711,899.00	
<sup>4/17</sup> 013 - 010 - 0100	\$ 11,714.00	
_____	\$ _____	

File to Tom 9/16/10 Am both accounts okay 9/16/10

1,723,612.74



jccEgov.com

**Purchasing**  
101-F Mounts Bay Road  
Suite 300  
Williamsburg, VA 23185

Mail: PO Box 8784  
Williamsburg, VA 23187  
P: 757-253-6646  
F: 757-253-6753

<http://www.jccegov.com/purchasing/index.html>

September 22, 2010

Mr. Gary Tarpley  
President  
Cable Associates  
423 Redoubt Road  
Yorktown, VA 23692

Reference: Contract Number 10-3944- Installation of Single-Mode Fiber Optic Cable

Dear Mr. Tarpley:

You will find enclosed for your files a copy of the executed contract for Cable Associates to perform all required work as outlined in the Request for Proposals and shall provide and furnish all labor, Materials, necessary tools, expendable equipment and utility and transportation service, and all else required to complete the construction of the aforementioned Scope of Work, all in strict accordance with the Request for Proposals (RFP) specifications, installation scheduled, terms and conditions, including any negotiated provisions and all Addenda, and in strict compliance with the Contract Documents, as required by James City County/James City Service Authority and shall perform such services in a satisfactory and proper manner, under direction of the County Administrator or his designated representative.

Please provide the following items during the life of this contract:

- a. Include the Contract Number on correspondence and invoices for this project to expedite responses and any required payment.
- b. Submit all invoices to the Accounts Payable Office at the address listed below:
  - (1) Accounts Payable  
James City County  
PO Box 8784  
Williamsburg, VA 23187-8784  
(757)253-6636/6634/Fax: 253-6619

Your point of contact for this project is Mr. Tom Pennington, Project Manager (757) 253-6666. Mr. Pennington will issue the Notice to Proceed for this project. Please contact him regarding any questions that you may have. You may contact me at (757)253-6646, if you have any questions regarding this letter. My Fax number is (757)253-6753 and Email address is [khall@james-city.va.us](mailto:khall@james-city.va.us).

Thank you for your interest in providing services to James City County.

Sincerely,

  
Kitty Hall, VCO  
Buyer I

Enclosures

Cc: T. Pennington; B. Farmer; D. Breland; A/P; File

**AGREEMENT (CONTRACT NO. 10-3944)**

This AGREEMENT, dated this 14th day of September, 2010, by and between James City County, a political subdivision of the Commonwealth of Virginia, hereinafter called the Owner; and Cable Associates, Inc (a Corporation licensed under the laws of the State of Virginia) hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

**A. Scope of Work: Installation of Single-Mode Fiber Optic Cable**

The Contractor shall perform all required work as outlined in the Request for Proposals and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete the construction of the aforementioned Scope of Work all in strict accordance with the Request for Proposals (RFP) specifications, installation schedules, terms and conditions, including any negotiated provisions and all Addenda, and in strict compliance with the Contract Documents, the terms of which are incorporated herein by reference.

The Contractor shall install one (1) two-inch HDPE conduit containing a fiber optic cable along with various other underground network components as outlined in a separate installation contract. The Contractor will pull fiber back to each existing vault location leaving a 100- foot splice tail at each vault (note the distinction between “vaults” and “hand holes” in the RFP). The Contractor has elected to install one additional conduit, parallel to James City County’s conduit, in a joint trench. The installation will follow the James City County network design and include the installation of a second conduit following any existing network spurs related to this project. The Contractor will retain ownership of the second conduit. The two parallel conduit networks shall be considered as two separate entities and Contractor will maintain James City County’s conduit and fiber optic cable at a reduced rate based upon this Agreement.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said Work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

A separate Maintenance Agreement for the Fiber Optic Cable Network has been established. The Owner agrees (a) that the Owner will not take any action(s) that would unreasonably delay or adversely affect the Contractor’s installation, maintenance or interfere with the ownership of such Contractor Conduit(the second conduit described above) and fiber optic cable and (b) that the Contractor’s right to own, install and maintain conduit and fiber optic cable as provided hereunder shall survive the expiration, termination or cancellation of this Maintenance Agreement and the separate Installation Agreement (10-3944).

**B. Project Manager**

This Project has been designed by James City County. Mr. Tom Pennington, Information Resources Director, is the Project Manager and will act as the Owner’s representative, assume all duties and responsibilities, and have the rights and authority to act as the Owner’s representative in connection with completion of the Work in accordance with the Contract Documents.

C. Guarantee

All materials and equipment, furnished by the Contractor, and all construction involved in this Agreement shall be and the same all hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of one year after date of substantial completion of the Work. All Work that proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. The guarantee shall not operate as a waiver of any of the Owner's rights and remedies for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations. All Guarantees and Warranty documented in the Request for Proposals (RFP) and any addenda shall apply as outlined therein.

D. Contract Price

The Owner shall pay the Contractor as just compensation for the satisfactory performance of the Work, subject to any additions or deductions as provided in the Contract Documents, the unit and/or lump sum price as contained in the Bid Schedule attached hereto.

The Contract Price is **One Million Seven Hundred Twenty-Three Thousand Six Hundred Twelve Dollars and Seventy Four Cents (\$1,723,612.74)** based upon Total Proposal Price for construction project as herein contained.

E. Payments

The Owner will pay the Contract Price to the Contractor in the manner and at such times as set forth in the Contract Documents.

F. Time

The undersigned Contractor agrees to commence Work within **10 Days** after the date of Notice to Proceed and shall proceed and complete all Work under this Agreement in accordance with the construction schedule outlined in Attachment (6) spreadsheet to the Request for Proposals (RFP) and in accordance with the Notice to Proceed. See paragraph 3.3 of the RFP.

G. Applicable Law/Compliance

1. Applicable Law

The Agreement shall be deemed to be a Virginia agreement and shall be governed as to all matters of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

2. 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 Work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. Contractor further expressly represents that it is a corporation in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract. Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of all work under this Agreement.

3. Venue

Any and all suits for any claims or for any breach or dispute arising out of these Contract Documents shall be maintained in the appropriate court of competent jurisdiction in **James City County**.

4. Environmental Considerations

Any cost or expense associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substance, including but not limited to, the cost of any clean up activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on the Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by the Contractor (or its agents, officers, employees, subcontractors, consultants, subconsultants, or any other persons, corporations, or legal entities employed, utilized, or retained by the Contractor) in the performance of this Agreement or related activities, shall be paid by the Contractor.

5. Non-Discrimination/Drug-Free Workplace Provisions

- (a) Employment discrimination by Contractor shall be prohibited. **By submitting their bids, Bidders certify to James City County/James City Service Authority that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and the Code of Virginia § 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 recipient's 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. (Code of Virginia § 2.2-4343.1.E.) During the performance of this Agreement, Contractor agrees as follows:

- (i) 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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (ii) Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.
  - (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - (iv) Contractor will include the provisions of the foregoing subsections (i) and (ii), and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (b) During the performance of this Agreement, Contractor agrees as follows:
- (i) Contractor will provide a drug-free workplace for Contractor's employees.
  - (ii) 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.
  - (iii) Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
  - (iv) Contractor will include the provisions of the foregoing subsections (i), (ii) and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
  - (v) **For the purposes of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.**

H. Liquidated Damages

The damage and loss to the Owner resulting from failure of the Contractor to complete the Work within the time specified, plus any extension of time granted shall be as stipulated in Paragraph 15.0. **Liquidated Damages** for each Day in excess of Contract Time Schedule outlined in Attachment (6) spreadsheet to the Request for Proposals (RFP) and the Notice to Proceed. See paragraph 3.3 of the RFP. Damage monies may be withheld on partial and final payment estimates to the Contractor.

I. Component Parts of the Contract

This Agreement includes all completed components of the RFP; the Contractor's Proposal and Contract Documents as defined therein as indicated in the Request for Proposals (RFP), all of which are incorporated herein by reference.

J. Binding

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day And first above written in (TWO) counterparts each of which shall for all purposes be deemed an original.

**OWNER**

**James City County**  
*Owner*

  
By: **Robert C. Middaugh, Jr.**  
*Name*

Title: **County Administrator**

Attest: \_\_\_\_\_

Address: **Purchasing Office**

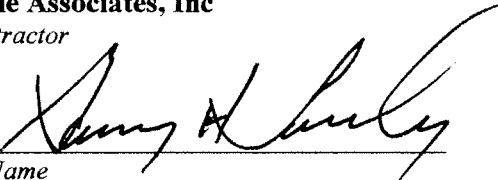
**James City County**

**P.O Box 8784**


**Williamsburg, Virginia 23187-8784**

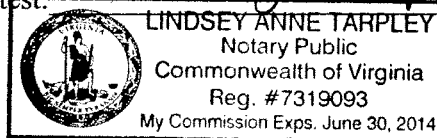
**CONTRACTOR**

**Cable Associates, Inc**  
*Contractor*

By:   
*Name*

Title: President

Attest: 



Address: 423 REDOUBT RD.

P.O. Box 1514

YORKTOWN VA 23692

Contractor No.: 2701025380A

(If Contractor is a corporation or an unincorporated organization, attach evidence of authority to sign)

[Corporate Seal]

COMMONWEALTH OF VIRGINIA  
BUSINESS TRANASCTION CERTIFICATION

This is to certify that the firm named below is authorized to transact business in the Commonwealth of Virginia as a Domestic or Foreign business (Circle one) entity pursuant to Title 13 or Title 50 or as otherwise required by law. The State Corporation Registration/Identification Number and expiration date is provided below.

Cable Associates, Inc.

Name of Firm

02405280

State Corporation Registration Number

Expiration date: No Expiration

435 Redoubt Road, P.O. Box 1516

Address

Yorktown, Va. 23692

Gary H. Tarpley

Name of Official

President / Owner

Title of Official

August 25, 2010

Date

NOTE: Section 2.2-4311.2 of the Code of Virginia (Virginia Public Procurement Act)

**ATTACHMENT 8**

**PRICE PROPOSAL**

**SECTION 1**

**REQUEST FOR PROPOSALS 10-3944  
FIBER OPTIC CABLE INSTALLATION**

**TO:** Purchasing Director, James City County  
101-F Mounts Bay Road, Suite 300  
Williamsburg, VA 23185

**FROM:** CABLE ASSOCIATES, INC. (Name of Contractor)

435 REDOUBT ROAD, P.O. BOX 1516, YORKTOWN, (Address) **VA 23692**

757-890-0143 / 757-369-1675 (Telephone/Fax Number)

MBOWLER@CABLEASSOCIATESINC.COM (E-mail Address)

Section 1 Total Price Proposal \$ <u>1,723,612.74</u>		
Total Price Proposal In Words: <b>ONE MILLION SEVEN HUNDRED TWENTY THREE THOUSAND SIX HUNDRED TWELVE DOLLARS AND SEVENTY FOUR CENTS</b>		
Please see complete Item installation description in the RFP and in Attachment (6) JCC Metropolitan Area Network Backbone Construction Spreadsheet		
ITEM	UNIT	UNIT PRICE
3.3.1 Police Bldg to Human Service Bldg Required Compl Date 10/1/2010	Segment 3.3.1	\$ <u>78,805.94</u>
3.3.2 Toano Complex to JCC Police Bldg Required Compl Date 11/1/2010	Segment 3.3.2	\$ <u>329,346.19</u>
3.3.3 Government Center to Community Video Center Desired Compl Date 11/15/2010	Segment 3.3.3	\$ <u>318,593.89</u>
3.3.4 Human Services Bldg to Community Video Center Desired Compl Date 12/15/2010	Segment 3.3.4	\$ <u>273,314.52</u>

ITEM	UNIT	UNIT PRICE
3.3.5 Community Video Center Ring Desired Compl Date 3/1/2011	Segment 3.3.5	\$ <u>328,630.56</u>
3.3.6 Government Center to Regional Jail Desired Compl Date 10/1/2011	Segment 3.3.6	\$ <u>89,700.41</u>
3.3.6.2.0 James River Community Center Desired Compl Date 12/1/2011	Segment 3.3.6.2.0	\$ <u>305,221.23</u> <b>DIRECT CONNECTION FROM JCC GOVERNMENT COMPLEX TO JAMES RIVER ELEM.</b>