Request for Proposals

Williamsburg-James City County Public Schools

Sealed Request For Proposal: Automated Time & Attendance System

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Issue Date: June 13, 2011 **Closing Date:** July 14, 2011@ 2:00 p.m. **RFP Number** #11-0037

All RFP's (one original and four copies) shall be mailed or delivered to:

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS
PURCHASING OFFICE, SUITE 300
101-F MOUNTS BAY RD.
WILLIAMSBURG, VA 23185

All proposals received in the Purchasing Office after the designated closing time will not be accepted. All proposals must be SEALED and date/time stamped in the WJCC Purchasing Office. WJCC is not responsible for late or mis-delivery of private couriers or U.S. mail. Vendors will be notified of status and asked to pick up their proposal documents. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. All inquiries for information regarding procurement procedures, selection criteria, proposal submission requirements or other fiscal/administrative concerns shall be directed to:

Kitty Hall, VCO, Senior Buyer
Phone: (757) 253-6644/6646
Fax: (757) 253-6753
khall@james-city.va.us, hallk@wjcc.k12.va.us

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.)

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In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Registered Virginia Contractor Class and No._____

Registration Expires _____

State Corporation Commission Number _____

Company Name:_____

License#_____**Type:**_____

Address:_____

City/State/Zip:_____

Telephone:_____FAX:_____

Email Address:_____

Federal Tax ID:_____

Print Name:_____Title:_____

Signature_____Date_____

Acknowledgement of Addendums: #1_____ #2_____

CERTIFICATION PAGE
RETURN THE COVER SHEET PAGE 1 & 2 WITH PROPOSAL SUBMISSION

PURPOSE: The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of an automated time and attendance system by the Williamsburg-James City County Public Schools.

BACKGROUND: Currently, the Williamsburg – James City County Public Schools requires all non-exempt employees to manually keep track of their hours worked on paper. At the end of any given month, if an employee has worked more than their contracted hours, the additional hours are paid on a supplemental payroll. The converse is also true, if an employee has worked less than their contracted hours, then leave hours are deducted from the employee's leave record on the regular payroll. This project is proposed to provide the staff of Williamsburg – James City County Public Schools with a time and attendance system allowing for recording of time and leave, report generation, and uploading the information to the school division financial application for automated payroll processing. The division employs approximately 900 non –exempt employees at 18 different locations. The school division plans to implement the new system in stages. The first stage needs to be in place by the start of the 2011-2012 school year (September 6, 2011) for all bus drivers and bus aides, approximately 200 people.

III. STATEMENT OF NEEDS: The contractor shall furnish all installation, implementation, labor, testing, training and materials necessary for the installation of an automated time and attendance system as described herein.

The work to be provided shall include the furnishing, installation, conversion, labor, testing, training and materials necessary for the installation of an automated time and attendance system as outlined in this section. It should be assumed that workstations, servers and network connectivity will be provided by the school division. Any additional material or equipment necessary for proper operation of the system not specified or described herein shall be called to the attention of the school division prior to submitting the proposal. If not, said material, software and equipment will be the offeror's financial responsibility.

The automated time and attendance system must interface with the School's Business Plus payroll system. This interface to the SunGard Business Plus payroll system will be a requirement. This interface will need to work in both directions; first, to push information into the time and attendance system and second to receive payroll information.

Proposals must include complete descriptions of any deviations from the design specifications as outlined in this section.

Each proposal shall contain an Implementation Plan, which describes the method to be used to assure continuity of service and/or to minimize disruptions to existing operations. Any personnel requirements that will be the responsibility of the school division must be specified in this section of the response. If not, any unspecified items will be the responsibility of the selected Offeror, including any associated costs. The schedule upon which the implementation will be accomplished must also be set forth. The actual implementation must take place over a period of time acceptable to the Williamsburg-James-City County Public Schools and with a minimal disruption of service.

ITEMIZATION

Each proposal shall include a complete list of components and incremental pricing of all components included in the proposed system.

MAINTENANCE SERVICE:
The effective date of any maintenance service agreement will be the day following the date of the warranty period expiration.

Maintenance services should include all necessary adjustments, repairs, and parts replacements and should be performed as often as necessary to keep equipment in good working order. Maintenance or exchange service must be available locally to assure services at all times. A parts inventory must be maintained in the Hampton Roads area.

Maintenance costs for support hours as described below or current costs of such services from original manufacturer should be quoted on the bid. WJCCPS reserves the right to bid separately for maintenance service or to obtain it from an existing contract.

Offerors should describe how they propose to provide hardware maintenance so as to guarantee optimum availability. In addition, Offerors must respond to the following items and provide any other pertinent information regarding hardware maintenance:

1. Describe availability to supply replacement parts. State whether loaner equipment is provided until repairs to Contractor-provided equipment is completed.

2. Indicate average and maximum response time per service call. Service call response time is defined as the difference between time of service call and time of arrival by customer engineer.

3. State what the policy is for this scenario: If time clock information cannot be retrieved over the weekend, who will be notified when will they be available, and will the cost be included in the total service contract price?

4. Describe preventive maintenance requirements. State frequency and time required for preventive maintenance. Is this cost included in the total price of service contract?

5. Explain in detail if there is any time where service is not available.

6. Describe the problem determination process followed in event of a hardware failure and policy and level of resources used as the length of time of a given hardware failure increases.

7. State method of dispatching customer engineering staff or service representatives.

8. Provide information relative to the experience which the Offeror's local customer engineers or service representatives have had in maintaining the proposed equipment.

9. Provide maintenance cost schedules for various response standards, e.g., 4 hour return to service.

MANAGEMENT PLAN

The proposal shall include a plan and corresponding schedule for implementation of the system including: design, engineering, delivery, installation, services and maintenance of the proposed System. This plan shall include, but not be limited to, the following:

A. Name and qualifications of the project manager.

B. Organization supporting the project manager, i.e., number of full-time engineers and technicians, training personnel with a description of qualifications and any other pertinent data.

C. Schedule for implementation showing expected milestone dates (expressed in weeks, after contract award) for each major activity, i.e., equipment delivery, cabling, installation, testing, set installation, cutover and training.

D. A description of all tasks to be performed by Williamsburg-James City County Public Schools prior to and during cutover.

DOCUMENTATION

The Offeror must furnish operating manuals within thirty (30) days after the Contract Award. If system installation occurs within thirty days of Contract Award, documentation shall be provided at the time of system installation.

INSTALLATION RESPONSIBILITY

Unless otherwise arranged, the Offeror awarded the contract shall provide and be financially responsible for all equipment, tools, labor, transportation and any other facilities necessary for completion of the installation, including freight and delivery charges.

SUBCONTRACTING

Vendor may subcontract the work to be performed, but will retain responsibility for all the work associated with the contract for system installation.

The vendor must identify any subcontractors they intend to use in the execution of this contract.

The school division reserves the right to reject use of selected subcontractors.

SYSTEM BASICS

Interface with SUNGARD Business Plus payroll system, transferring pay time, leave used and accrued, automatically to and from the SUNGARD program.

Provide the basic functions associated with an Employee Time and Attendance system. Specifically, capture employee time, automation of monthly payroll processing, and generation of reports.

Sized appropriately to accommodate:

a. # 100 concurrent application users (Supervisors & Payroll)
b. #200(minimum) 1000 clocking employees
c. #200 (minimum) 1000? employees checking balances and history
d. sub-second card swipe response time
e. # 19+network-based timekeeping devices (modular to allow for addition of biometrics in the future)

System must have a web-browser based clock available for timekeeping via the School division's intranet.

Ability to add/edit/remove supervisor/user security levels.

System maintained audit trail of all punch and transaction edits or overrides and approved overtime.

The system must be operational 24 hours a day, 7 days a week, 365 days a year. The system must provide for data integrity in the event of power outages, network connectivity issues, or damage to the database.

EMPLOYEE SCHEDULING AND CONTROLS

Unlimited pay and attendance rules and policies to support multiple pay groups, as well as various annual schedules (10, 11, and 12 month employee contracts).

Support early/late clock in/out rounding rule~~s~~ rounding to quarter hour

Support for Family and Medical Leave Act (FMLA) reporting.

Support of unlimited pay codes and accruals including codes for vacation, sick, bereavement, jury-duty, comp leave, etc.

All employees must be able to view sick and vacation balances, absences and late statuses within their security access.

System shall provide timekeeping procedures and reporting capabilities for overtime for all non-exempt employees as defined by the Federal Labor Standards Act (FLSA). System shall have flexibility to accommodate the school system's ability to change these work period schedules as needed. The school system currently uses the following work period schedules for its non-exempt employees for overtime calculations:

- Any number between 10 to 40 hours per 7-day week, with benefits
- At will on-call no benefits per 7-day week
- Work week for determining overtime starts on Sunday and ends on Saturday.

The school division requires time entry for payroll on the last day of the pay period. The system must be able to enter estimated time for that day, then adjust estimated against actual and enter corrections in the next pay period.

System shall provide overtime calculations for overtime pay at straight rate and rate and a half overtime pay. The school division pays all employees on a monthly pay cycle.

PUNCH CONTROLS

Allow for multiple punches each day for an employee.

Punch history retained for a minimum of three (3) years.

Ability for web-based supervisor additions, edits, and approval.

Allow employees to verify hours worked on-line.

EMPLOYEE SERVICES

Employees should be able to view job-related time and employee information, including schedules, time cards, accrued and used benefits, and exception history via web browser.

TECHNICAL REQUIREMENTS-

The system must run on an ODBC-Compliant relational database (non-Open Source), preference will be given to Microsoft SQL Server current version. If the proposed system uses any alternative approach, the vendor must supply technical details to permit evaluation by the school division.

Web services components must be compatible with Microsoft Internet Information Services (IIS), and Internet Explorer web browser.

Integration with SUNGARD Business Plus payroll system. The proposed system must be able to download employee data, including but not limited to, general information, leave accrual, and pay codes. The system must be able to upload payroll data in an automated manner.

Provide a web-based interface compatible with Microsoft Internet Explorer, current version and previous 3 versions. for employee, supervisor and manager access.

TCP/IP Ethernet based connectivity over the school's network.

System must support SSL secure remote-access for off-site web-based access to supervisors and administrators.

Vendor must supply an estimated cost for installation of network access points for any clock/equipment locations.

The system must be able to store at a minimum one business day worth of data (punches) in any endpoint that is not able to immediately forward data to the server.

Vendor must supply the minimum, recommended and optimal server and storage required to support the system. Include four years worth of expected growth as detailed in the description of the intended system. Procurement of server hardware is not included in this RFP.

Vendor must identify any desired access to the systems for installation and future support, beyond reasonable access for initial configuration and installation.

SERVICES

The vendor must provide an on-site representative for initial discovery and implementation of the system.

Annual maintenance agreements must allow the school division to receive new product updates, upgrades and training for these upgrades.

The vendor must provide 24 hour phone tech support and 1-business day on-site technical response to system failures.

Training must include system administration and end user training. Indicate length and time required for training sessions and number of sessions necessary to meeting minimum employee counts above. Training must be on-site.

Identify anticipated travel expenses for the implementation of the system. Provide a copy of the vendors travel and expense policy as supporting documentation.

OPTIONAL COMPONENTS

Employee identification badge system compatible with proposed solution for the production of swipe badges.

Any other additional components that would be appropriate for the proposed system configuration.

Option to include multiple punch locations at different school facilities.

Questions pertaining to this project should be addressed to Kitty Hall. Senior Buyer, via facsimile 757-253-6753 or e-mail khall@james-city.va.us, no later than 2:00 pm on June 27, 2011.

B. Definitions

1. The term "Owner" used in the Contract Document refers to Williamsburg-James City County Schools (WJCCS).

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

3. The term "Successful Contractor" means the lowest, qualified, responsible vendor to whom the Owner (on the basis of the Owner's evaluation as herein provided) makes an award.

C. Familiarity of Proposed Work

It is the responsibility of the Contractor, by careful personal examination of the site, to satisfy himself as to the location of the work, quality, and quantity of the materials which will be required. The Contractor shall examine carefully the proposed Contract Documents and all other documents and data pertaining to the Project. The Contractor shall not at any time after the execution of the Agreement, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the Work to be done under the Contract, and he shall assume all risks resulting from any changes in the conditions which may occur during the progress of the Work.

II. OFFEROR'S QUALIFICATIONS

Offerors shall have been regularly engaged in providing similar services for a period of at least three (3) years. Along with the proposal, the offer will furnish written references from projects of similar size and scope.

Offerors shall hold a Virginia Contractors license. Any subcontractors employed by the offeror shall also meet the same requirements. Due to security concerns, no portion of this work shall be subcontracted without prior consent of the Owner. Should the offeror be permitted to use a subcontractor, the offeror shall remain fully liable and responsible for the work to be done by the subcontractor and shall assure compliance with all requirements of the contract.

The selection process may require offeror to conduct a presentation to Williamsburg-James City County Schools before contract award. The product demonstration shall prove that the equipment and/or products offered meet WJCCS specifications. The offeror shall also demonstrate an understanding of the requirements of the contract and the capability of performing the work to the

satisfaction of WJCCS.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

Proposals should contain the following information in the order listed below.

1) Overview of the firm. Indicate the number of years your firm has been in business.

2) Understanding of the project and how the firm will perform the scope of work (project approach).

3) Describe how your firm would staff this project. Include resumes or biographical summaries of each individual and subcontractor to be assigned to this project and their responsibilities.

4) Describe availability of assigned project team. Identify current and project workloads for 2011.

5) Experience with similar projects for public entities. List at least 5 relevant previous (completed within the past 3 years) and/or current projects with reference contacts including address, phone and fax numbers.

6) Provide a project schedule that states the time frame for completion of the major elements of the project.

One (1) original and three (3) copies of the proposal are due at the James City County Purchasing Office, 101-F Mounts Bay Road, Suite 300, Williamsburg, VA 23185 prior to 2:00 PM local time on July 14, 2011. Sealed Request for 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.

V. EVALUATION AND AWARD CRITERIA

Selection of the successful offeror shall be based on the following criteria: The following criteria will be used to evaluate the proposals but not necessarily in the order given:

A. The ability, capacity and skill of the offeror to perform the contract or provide the service (including training) required within the time specified;

B. Features and functionality of the proposed solution;

C. Cost of the proposed systems and related maintenance contracts and payment terms, including terms and discounts;

D. The quality of performance of previous contracts of services, especially focusing on installations of similar size and configuration;

E. The ability of the offeror to provide future maintenance, parts and services (including training);

F. Compliance with RFP terms and conditions.

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 evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with 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 agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Williamsburg-James City County Public Schools may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should James City County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

The Notice of Award shall be posted on the bulletin board for public notices in the Purchasing Office.

VI. PROPRIETARY INFORMATION

Ownership of all data, materials and documentation originated and prepared for the County pursuant to this RFP shall belong exclusively to the Owners 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 offeror 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 reasons 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 the reason(s). **Do not mark the whole proposal proprietary.**

VII. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL

After the date and time established for receipt of proposals by the County, any contact, in regard to the proposal initiated by any offeror with any County or WJCCS official, other than the assigned Project Manager or Purchasing Office is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any offeror from further review.

All questions regarding this request for proposal may be directed to Kitty Hall, Senior Buyer, via fax at (757) 253-6753 or email: khall@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 Request for Proposals.

VIII. CONTRACTUAL AGREEMENT

A Contract shall be issued to the successful offeror(s). Termination of the contract shall be as described in the General Terms and Conditions. The negotiated fee schedule based on the Scope of Services, and terms and conditions contained herein

The offeror shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful offeror of his obligations to furnish services, materials, and reports or other services necessary to carry out the provisions of this Request for Proposals and resulting contract and to complete the Scope of Services outlined therein.

IX. GENERAL TERMS AND CONDITIONS

See Attachment A

X. SPECIAL TERMS AND CONDITIONS

A. **Precedence In Terms:** In the event of a conflict, the Special Terms & Conditions shall take precedence.

B. **Contractors Title to Materials:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller 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.

C. **Inspection:**

1. The Owner may appoint a resident inspector or inspectors, as he may deem necessary to inspect all workmanship and to see that the work conforms to the Specifications and drawings.

2. The failure of the inspectors to reject or condemn improper materials and workmanship shall not prevent the Owner from rejecting materials and workmanship found defective at any time prior to the final acceptance of the completed work, nor shall it be considered as a waiver of any defects, which may be discovered later, or as preventing the Owner at any time subsequently from recovering damages for work actually defective.

3. Payment subject to inspection and final approval by Williamsburg-James City County Schools.

D. **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 WJCCS 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 Schools in writing.

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 School's satisfaction.

E. **Work Site Damages:** Any damage to private or public property including existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the School's satisfaction at the contractor's expense.

F. **Use of Premises and Removal of Debris:** The contractor shall:

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;

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

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

3. 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.

4. 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, debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean 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.

G. **Notice to Proceed:** Notice to Proceed (both verbally and written) shall be given by the Owner after receipt of the Insurance Certificate, any required bonds and copy of the Contractor's license. The Contractor shall begin the Work to be performed under this Contract on the date set by future notifications. Failure to begin work may be construed by the Owner as just cause for cancellation of the Contract.

H. **Guaranty Period:** The Contractor shall correct defective work performed under this Contract for a period of twelve months following date of final payments.

Payment subject to inspection and final approval by Williamsburg-James City County Schools (WJCCS).

I. **Operations and Storage Areas:**

1. Each Contractor shall hold and save the Owner free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises of third persons, including damages to adjacent properties.

2. All items or equipment subject to the deleterious effects of weather or severity of conditions imposed by job storage shall be suitably packaged by the manufacturer of the equipment involved. Any materials damaged shall be removed from the site.

J . **Restoration:** All private and public property disturbed in the process of this contract shall be restored to the condition existing prior to work. Proper notice shall be given to the School division of any expected emergency situations which may develop after normal working hours or weekends and holidays.

K. **Safety:** In accordance with 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 requirement will apply continuously and not be limited to normal working hours.

L . **Contractor's Insurance**

Contractor's Insurance

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 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, & 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.

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.

3. Williamsburg-James City County Schools shall be named as an Additional Insured on the Commercial General Liability on a primary basis. Williamsburg-James City County Public Schools' Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.

M. **Contractor's License:** Contractor will provide Evidence of Registration per Title 54.1-1100 et. Seq., Chapter 11 Contractors, Code of Virginia.

N. **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.

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

P**.** **Payment Terms**

Connectivity to a remote site will be considered completed only after the communication service has been installed and running at a ninety-nine (99) percent availability rate for a period of four weeks continuous duty.

WJCCPS will delay balance of payment for the entire system until a successful complete setup and testing of service locally within the wide area network and to a remote site is attained. In this case, the Contractor will correct discrepancies within 24 hours of notice until completion of installation.

A project phase will be considered complete when all networked and remote site installation within the phase are running in parallel for a period of two weeks with a ninety-nine (99) percent availability rate.

WJCCPS will have the option of terminating any or all services if funding for this project is halted.

QUALITY OF SERVICE:
WJCCPS reserve the right to delay payment for the entire system if services to any or all sites, level of connectivity, availability, and usage falls below ninety-nine percent (99%) and/or the packet retransmission rate rises above one percent (1%) for resources accessed.

PAYMENT SCHEDULE:
The Offeror shall submit a proposed payment schedule that includes the following milestones:

- delivery and installation of all hardware and software.
- completion of a mutually agreed upon system acceptance test.

- ninety (90) days of continuous, successful operation totally independent from the current Time and Attendance system.

SURETY:
The Contractor shall furnish Surety Bonds, in the forms provided herein, each in an amount equal to One Hundred Percent (100%) of the contract as security for the faithful performance of this contract and for the payment of persons performing labor on the project under this agreement. The Performance Bond shall also require the Contractor to make good, at his own expense, work due to imperfect materials and workmanship for a period of one year after final acceptance by the WJCCPS. The surety on both bonds shall be a duly authorized Surety Company or Companies satisfactory to the WJCCPS.

Q. **Contract Renewal**

This contract may be renewed by the Williamsburg-James City County Schools for four (4) successive one year periods under the terms and conditions of the original contract and as referenced below. Price increases may be negotiated only at the time of renewal. Written notice of the School's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

If Williamsburg-James City County Schools elects to exercise the option to renew the contract for additional one-year periods, subsequent yearly renewals shall not exceed the percentage change from the previous 12 months based on the most recent available data for the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA. Continuation of the contract shall be subject to allocation of funds for the work by the School Board.

WILLIAMSBURG-JAMES CITY COUNTY SCHOOLS (WJCC)

GENERAL TERMS AND CONDITIONS

1.0 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 courts resolved in the Circuit Court of James City County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

2.0 Authority: The Buyer has the sole responsibility and authority for issuance of invitations for bid, requests for proposal, placing and modifying invitations, requests issued by and for the Schools. In the discharge of these responsibilities, the Buyer may be assisted by delegating to other Purchasing Department staff. The Purchasing Agent is authorized to order supplies or services, enter into purchase negotiations or contracts, and obligate the Schools for indebtedness. Any purchase orders or contract made which is contrary to these provisions and authorities shall be of no effect and void, and the Schools shall not be bound thereby.

3.0 Ethics in Public Contracting: The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the WJCC Public Schools. By submitting their offers, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier manufacturer or subcontractor in connection with their bid, and that they have not conferred 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.

4.0 Immigration Reform and Control Act of 1986: By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

5.0 Anti-trust: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the WJCC Public Schools 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 the WJCC Public Schools under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.

6.0. Payment to Subcontractors: A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the WJCC Public Schools for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
2. To notify the WJCC Public Schools 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 the WJCC Public Schools, except for amounts withheld as stated 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 obligation of the WJCC Public Schools.

7.0. Qualifications of Offerors: The WJCC Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to WJCC Public Schools all such information and data for this purpose as may be requested. The WJCC Public Schools reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The WJCC Public Schools further reserves the right to reject any proposal if the evidence submitted by or investigations of, such Offeror fails to satisfy the WJCC Public Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

8.0. Testing and Inspection: The WJCC Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

9.0 Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Buyer.

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

11.0. Non-Appropriation: All funds for payments of items ordered under this agreement are subject to the availability of WJCC Public Schools appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event of non-appropriation of funds by the WJCC Public Schools for the items under this contract, the WJCC Public Schools will terminate this contract. Written notice will be provided to the contractor as soon as possible after WJCC Public Schools action is completed.

12.0. Anti-Discrimination: By submitting their offer, Offerors certify to the WJCC Public Schools 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, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

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

1. During the performance of this contract, the Contractor agrees as follows

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex or national origin, except where religion, sex or national origin is a bonafide 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 seeing forth the provisions of this nondiscrimination clause.

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

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

2. The Contractor will include the provisions of 1. above in every subcontract or purchaseorder over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

13.0. Debarment Status: By submitting their bids or proposals, Bidders or Offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of WJCC Public Schools, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of WJCC Public Schools.

14.0 Mandatory Use of WJCC Public Schools Terms and Conditions: Failure to submit the WJCC Public Schools proposal certification page/form provided for that purpose may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the WJCC Public Schools reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a proposal.

15.0 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 WJCC Public Schools IFB/RFP number and/or purchase order number.

16.0 Payment Terms: 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.

17.0 Disputes: Contractual claims whether for money or other relief, shall be submitted in writing 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 WJCC Public Schools within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the WJCC Public Schools. The Contractor may not institute legal action prior to receipt of WJCC Public Schools' decision on the claim unless he fails to render such decision within 120 days. The decision of Purchasing Agent or other signatory on the Contract 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 Section 2.2-4364 of the Code of Virginia. Failure of WJCC Public Schools to render a decision within 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of WJCC Public Schools' failure to render a decision within 120 days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

18.0 Protest of Award or Decision to Award: Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Director of Finance no later than ten (10) days after the award announcement or the decision to award, whichever comes first. No protest shall be for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Director of Finance 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 or offeror appeals within ten (10) days of the written decision by instituting legal action.

19.0 Official Not to Benefit: Each Offeror shall certify upon signing a bid that, to the best of their knowledge, no County/School official or employee having an official responsibility for the transaction or a member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award(s) of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or recession of the contract made, or could affect payment pursuant to the terms of the contract.

20.0 Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

21.0 Indemnification: The Contractor covenants to save harmless and effectually indemnify the County and or Public Schools against all actions and proceedings, costs, damages, expenses including attorney's fees, claims and demands whatsoever committed by the Contractor, his Sub-contractor, employees or agents by whosoever brought by reason of the performance of the said Work.

22.0 Insurance: By signing and submitting a bid or proposal under this solicitation, the Bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Williamsburg-James City County Public Schools requires the Contractor to furnish certificates of insurance for the coverage required. A thirty (30) day notice of cancellation or non-renewal must be given to the WJCC. The Williamsburg-James City County Public Schools is to be named as an additional insured.

INSURANCE COVERAGE AND LIMITS REQUIRED:

Commercial General Liability	
Liability per year (aggregate)	$1,000,000
Liability per occurrence	$1,000,000
Medical Payments to Others	$ 5,000
Products and Completed Operation	$2,000,000
Personal and Advertising Injury	$2,000,000
Fire Legal Liability	$ 50,000
Business Automobile	
Policy Combined Single Limit	$1,000,000
Medical Payment	$ 1,000
Uninsured Motorist	$1,000,000
Workers Compensation and Employers Liability	
Statutory Coverage	Virginia
Coverage B Limits	$100/$500/$100,000
Umbrella Liability	
Limits Per Occurrence	$1,000,000
Limits Per Year	$1,000,000

23.0 Audit: The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by WJCC Public Schools, whichever is
sooner. The agency, its authorized agents, and /or WJCC Public Schools auditors shall have full access to the right to examine any of said materials during said period.

24.0 Competition Intended: It is the intent of WJCC Public Schools that this Request for Proposal permit competition. It shall be the Offeror's responsibility to advise the Schools in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restrict or limit the requirements stated in this RFP to a single source. Such notification must be received by Williamsburg-James City County Public Schools Purchasing Department not later than ten (10) days prior to the date set for acceptance of proposal.

25.0 WJCC Public Schools Right to Reject: WJCC Public Schools reserves the right to reject any and all proposals received in response to this request, or to negotiate separately in any manner necessary to serve the best interest of the Schools. Offerors whose proposals are not accepted will be notified in writing.

26.0 Contract Inclusion: The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Offeror(s) will be expected to sign a contract with WJCC Public Schools.

27.0 Addendum and Supplement to Request: If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued. Questions regarding the contents of the RFP shall be addressed to the Purchasing Department in writing by fax or in person no later than seven (7) business (working) days before the due date. Agents of the Purchasing Department will make every effort possible to dispense addendums to bidders; however, it is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a bid/proposal.

28.0 Drug Free Workplace: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on WJCC property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and,
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by WJCC in addition to any criminal penalties that may result from such conduct.

29.0 Notice of Award: Upon final approval by the WJCC School Board, notice of contract award will be publicly posted in the Purchasing Office.

30.0 Felony Conviction: The Contractor acknowledges and certifies that all employees of the contractor and sub-contractors performing work on school division property are not convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. The contractor further acknowledges and certifies that it understands that allowing any person subject to the direct or indirect control of the contractor to perform work or enter on school division property if such person has been convicted of such a crime constitutes a breach of contract and may result in default action being taken by the school division in addition to any criminal penalties that may result from such conduct.

31.0 All firms responding to this RFP shall be registered in the state of Virginia. Evidence of positive past performance shall be provided.

32.0 Authorization to Transact Business, State Registration of Contractors (if applicable) and County Business License. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Pursuant to competitive sealed bidding or competitive negotiation, all bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 are required to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Attention is directed to Chapter 11, title 54.1 of the Code of Virginia (Re: State registration of contractors), which requires that all bidders/offerors 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.

PERFORMANCE BOND

Bond No._____
Amount: $_____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ _____of _____ _____, hereinafter called the Contractor and _____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto _____ as Owner, in the sum of _____dollars ($_____), lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated _____, 20____, for _____ _____ _____

NOW THEREFORE, if the Contractor, and its successors and assigns, shall at all times duly, promptly, and faithfully perform the Work and any alteration in or addition to the obligations of the Contractor arising thereunder, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the Contractor and final acceptance by the Owner and comply with all the covenants therein contained in the Specifications, Drawings, and other Contract Documents required to be performed by the Contractor, in the manner and within the times provided in the Agreement, and shall fully indemnify and save harmless the Owner from all costs and damage which it may suffer by reason or failure to do so, and shall fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or payment thereunder before the time required therein, or waiver of any provision thereof, or assignment, subletting or transfer thereof or any part thereof, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition to the terms of the Contract Documents or any such payment, waiver, assignment, subcontract or transfer.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Contractor shall be declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Owner shall have the right, at its option, to require the Surety to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others to proceed with completing the Agreement with its terms and conditions; and all reserves, deferred payments, and other funds provided by the Agreement to be paid to Contractor shall be paid to Surety at the same times and under the same conditions as by the terms of that Agreement such fund would have been paid to Contractor had the Agreement been performed by Contractor; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonably withheld, to take over and assume completion of the Agreement and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this ____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

_____

By:_____(Seal)

Name:_____

Title: _____

_____
Attest

SURETY

_____

By:_____(Seal)

_____
Attest

APPROVED AS TO FORM:_____, 20____

_____
OWNER

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and 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. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

PAYMENT BOND

Bond No._____
Amount: $_____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ _____of_____ _____hereinafter called the Contractor and _____ a corporation duly organized and existing under and by virtue of the laws of the State _____, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto _____ as Owner, in the sum of_____ dollars ($_____), lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated _____, 20___, for _____ _____ _____

NOW THEREFORE, if the Contractor shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in the Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools consumed, used or rented in connection with the construction of the Work, and all insurance premiums on the Work, and for all labor performed in the Work, whether by Subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this ____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By:_____(Seal)

Name:_____

Title:_____

_____
Attest

SURETY

_____

By: _____(Seal)

_____
Attest

APPROVED AS TO FORM:_____, 20_____

_____
OWNER

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and 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. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.