



James City County Purchasing Office
101-F Mounts Bay Road, Suite 300
Williamsburg, VA 23185
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**JAMES CITY COUNTY, VIRGINIA
SEALED REQUEST FOR PROPOSALS
09-0088**

www.jccEgov.com/purchasing/bids.html

**TITLE: CHILLER REPLACEMENT:
THE WILLIAMSBURG-JAMES CITY COUNTY COURTHOUSE**

ISSUE DATE: June 15, 2009

PRE-PROPOSAL CONFERENCE AND TOUR OF SITE: June 17, 2009 @ 10:00am
Williamsburg-James City County Courthouse, Front Lobby; 5201 Monticello Avenue;
Williamsburg, VA 23185 *Directions Attached*

DUE DATE: July 1, 2009, 2PM, local time at the Purchasing Office

SUBMIT: Original and three (3) copies
PROPOSALS NOT ACCEPTED VIA FAX OR E-MAIL

INQUIRIES: Deborah Merritt-Ham, Buyer II phone (757) 253-6647

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

In compliance with this sealed 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.

My signature on this solicitation constitutes certification that I or my designated representative have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County. 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.

Page Two of Cover Sheet Request for Proposal 09-0088
CHILLER REPLACEMENT

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** _____

Acknowledgement of Addendums: #1 _____ **#2** _____ **\$3** _____

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

JAMES CITY COUNTY
CHILLER REPLACEMENT –
WILLIAMSBURG-JAMES CITY COUNTY COURTHOUSE
SEALED REQUEST FOR PROPOSALS 09-0088

I. PURPOSE

The purpose of this Request for Proposals is to acquire the services of a qualified Heating, Ventilation, and Air Conditioning (HVAC) Contractor to furnish and install Chiller Replacement at the Williamsburg/James City County Courthouse located at 5201 Monticello Avenue, Williamsburg, VA 23188 in accordance with contract documents herein (*See Attachment A, Technical Specifications*). The contractor shall be a registered, bonded, mechanical contractor licensed by the State of Virginia.

All questions pertaining to this Request for Proposals shall be addressed to Deborah Merritt-Ham, Buyer II, at 757-253-6647 in writing by facsimile (757-253-6753) or e-mail: dmerritt-ham@jmes-city.va.us; *telephone inquiries shall not be considered*.

II. PRE-PROPOSAL CONFERENCE AND TOUR OF SITE

Pre-Proposal Conference and tour of site will be held at 10:00am on June 17, 2009 at the Williamsburg-James City County Courthouse, 5201 Monticello Avenue, Williamsburg, Virginia 23185; interested offerors should meet in the front lobby. The purpose of the conference is for James City County to discuss the meaning and intent of the contract documents and potential offerors may ask questions.

Due to the nature of the location and the equipment to be serviced, contractor's personnel shall be subject to searches or other required security measures.

III. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the RFP Documents will be made, and no oral instructions will be given before the award of the work. Every request for such interpretation shall be in writing to the Owner, and to be given consideration must be received at NO LATER THAN FIVE ((5) days prior to the date set for receipt of Proposals. Any and all such interpretation will be in the form of an Addenda to the Contract Documents, and will be forwarded to all holders of record and its receipts shall be acknowledged in the Offeror's proposal as indicated in the space provided. Failure of any offeror to receive such addendum or interpretation shall not relieve any offeror from his obligation under the Proposal as submitted.

IV. 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 satisfy himself as to 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.

V. DEFINITIONS

1. The term "Owner" used in this solicitation refers to James City County.
2. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under the contract.
3. The term "Successful Offeror" means the proposer to whom the Owner (on the basis of the Owner's evaluation as herein provided) makes an award.

VI. BACKGROUND

The Courthouse is an approximately 70,026 square foot building and was constructed in the year 2000.

- A. The Honeywell HVAC system consists of:
 1. Hot water system including boilers, pumps, tanks, controls, piping, and stacks, etc.
 2. Chilled water system including chiller, pumps, piping, tanks, and controls, etc.
 3. Air distribution systems including air conditioning units, ductwork, grilles, diffusers, registers, louvers, fans, dampers, filters, air terminals, air sensors, sound attenuators, etc.
 4. Heating system and/or cooling system including heating coils, horizontal heaters, cabinet heaters, humidifiers, dehumidifiers, piping, controls, etc.

5. Hot water, chilled water, gas, water treatment, relief, vent drain and make-up water piping systems including fittings, valves specialties, hangers, pumps, air separators, etc.
6. Complete system of automatic temperature controls and building automation system.

VII. SCOPE OF WORK

The successful contractor shall provide all personnel, labor and materials, equipment, and miscellaneous supplies necessary to furnish and install Chiller Replacement in accordance with the specifications outlined on **Attachment A, Chiller Replacement Specifications.**

All services listed herein and in the offeror's response shall be provided by experienced, qualified personnel directly employed and supervised by the Contractor. The Courthouse Superintendent shall provide access to facilitate the Contractor's obligations under this contract.

VIII. PROPOSAL PREPARATION

Proposals should contain the following information as listed below – 25 points each.

1. The firm's experience and related staff
2. Ability to provide satisfactory customer service and quality control as demonstrated by past experience with previous clients and firms comparable to James City County
3. Offeror's approach and understanding of scope of services
4. Proposed price schedule to include warranty information;
References may be contacted as part of the evaluation process.

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 1, 2009. 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. PROPOSALS SHALL NOT BE ACCEPTED VIA FAX OR E-MAIL.

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 his qualifications for the project, each Offeror must be prepared to submit further written satisfactory evidence that he has sufficient experience, necessary capital, materials, machinery and skilled workmen to complete the Contract. The County may make such investigations as he deems necessary to determine the ability of the Offeror to perform work. The County's decision or judgment on these matters shall be final, conclusive and binding.

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. James City County 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.

IX. 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.**

X. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL

After the date and time established for receipt of proposals by James City County, any contact, in regard to the proposal initiated by any Offeror with any County 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 or contractual nature regarding this RFP may be directed in writing to Deborah Merritt-Ham, Buyer II, James City County Purchasing Office, via facsimile @ 757-253-6753 or e-mail: dmerritt-ham@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.

XI. CONTRACTUAL AGREEMENT

The resulting contract from this RFP shall be for the life of this project from contract award through all phases of the project outlined in the Scope of Services. Termination of the contract shall be as described in the General Terms and Conditions, ***Attachment B***.

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 C***, 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.

XII. GENERAL TERMS AND CONDITIONS

See Attachment B

XIII. SPECIAL TERMS AND CONDITIONS

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

B. 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. James City County and James City Service Authority shall be named as an Additional Insured on the Commercial General Liability per ISO 2010 on a primary basis. James City County's or James City Service Authority's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.

C. New Equipment

Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.

D. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

E. Qualified Repair Personnel:

All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified Technicians properly authorized by the manufacturer to perform such services. James City County reserves the right to require proof of certification prior to award and at any time during the term of the contract.

F. Qualifications of Employees

The Contractor shall provide experienced, capable personnel to direct and complete work in a manner satisfactory to the County. James City County may require those employees whom it deems incompetent, careless or otherwise objectionable to the public interest to be dismissed from the project. The Contractor shall provide, prior to commencement of the contract, a complete list of all employees assigned to perform the contract work. All of the Contractor's employees shall be bonded and shall be required to wear a company uniform, identifying Contractor and employee, and shall carry proper visible identification on their person at all times. Contractor shall notify the JCC representative immediately in writing of all changes in contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the James City County, an employee does not constitute a satisfactory security risk, his employment on the contract will be denied.

G. 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.

H. 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.

I. Protection and Damage

The Contractor shall be responsible for the protection of all existing equipment, furniture and facilities, and shall, at his own expense, repair or restore any damages caused by the actions or negligence of his employees within a 24 hour period. If he fails or refuses to make such repairs or restorations, the County may have the work accomplished under separate contract and deduct the cost from this contract price.

The Contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the contract. He shall observe all pertinent safety practices and comply with any applicable safety regulations. All products used by the Contractor in performance of the contract shall meet the appropriate EPA and OSHA Standards. Material Safety Data Sheets (MSDS) must be kept in a labeled safety binder in the area where said chemicals are stored.

J. Contractor's License

Contractor will provide Evidence of Registration per Title 54.1-1100 et. Seq., Chapter 11 Contractors, Code of Virginia.

K. 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.

L. 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. James City County (JCC) 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.

M. Final Inspection

At the conclusion of the work, 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.

N. 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 James City County 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 County's satisfaction.

O. Superintendence By Contractor

The contractor shall have a competent foreman or superintendent, satisfactory to the James City 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, of any proposed change in superintendent including the reason therefore prior to making such change.

P. 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.
4. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect 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.
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.

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

R. Work Performance

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

XIV. OFFER QUALIFICATIONS.

Offerors must have at least five (5) years experience providing similar products and be properly licensed by the Commonwealth of Virginia. All Contractor personnel assigned

to this project must have least three (3) years experience in furnishing and installing generators similar to the type specified in this Request for Proposals (RFP).

XV. JAMES CITY COUNTY RESPONSIBILITIES

The Owner's representative will conduct a site visit for prospective Offerors during the Pre-Proposal Conference and solicitation documents.

XVI. BID SECURITY

The successful Offeror shall provide Performance and Payment Bonds for this Project (See Attachment D).

XVII. 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. (See Attachment D)

XVIII. 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.

XIX. 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). The contract shall consist of this Request for Proposal, the successful Offeror's proposal together with any negotiated terms and pricing.

The Offeror shall inform himself in full of the conditions relating to the performance of the contract. Any questions regarding the contract template, terms and conditions shall be included in the Offeror's proposal. Failure to do so shall not relieve the successful Offeror of his obligation to furnish the scope of work outlined in the Request for Proposals and the resulting contract.

XX. 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, \$150.00 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.

XXI. REFERENCES

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