



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

JAMES CITY COUNTY, VIRGINIA
SEALED REQUEST FOR PROPOSALS
12-4994

Title: FURNISHINGS FOR BUILDINGS D & E RENOVATIONS
Issue Date: February 1, 2012
Due Date: February 23, 2012, 2PM, local time at the Purchasing Office
Submit: Original and six (6) copies
Inquiries: Deborah Merritt-Ham, Senior Buyer 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. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

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

PROPRIETARY INFORMATION YES () NO ()

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion FROM the Virginia Freedom of Information Act (2.2 et seq.) is set forth below. (Additional sheet may be added if necessary.)

12-4994 REQUEST FOR PROPOSALS

FURNISHINGS FOR BUILDINGS D & E RENOVATIONS

Company Name: _____

Address: _____

Contractor License# _____ **Type:** _____

State Corporation Commission ID # _____

City/State/Zip: _____

Telephone: _____ **FAX:** _____

Email Address: _____

Federal Tax ID: _____

Print Name: _____ **Title:** _____

Signature _____ **Date** _____

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

CONTRACTOR CHECKLIST: *The following items to be returned with this Request for Proposals:*

- 1) Page 2 of Cover Sheet (filled out)*
- 2) Contractor's Price Proposal*

**JAMES CITY COUNTY
FURNISHINGS FOR BUILDINGS D & E RENOVATIONS
REQUEST FOR PROPOSALS 12-4994**

I. PURPOSE

James City County is soliciting proposals from qualified firms to provide furnishings for Buildings D & E which are currently being renovated. Services shall include furnishing all labor, materials, supplies, equipment, tools, and transportation necessary to perform the work. James City County reserves the right to add and/or delete other County locations for furnishings as required by notifying contractor and negotiating a change order for contract pricing. Drawings for both buildings are attached and color swatches will also be available for reference in the Purchasing Office, 101-F Mounts Bay Road, Suite 300, Williamsburg, VA 23185. CAD drawings can be accessed at the following site:

ftp://property.jccgov.com/GIS/Bldg_D_and_E.zip

Questions regarding this request for proposals may be directed to Deborah Merritt-Ham, Senior Buyer via fax (757) 253-6753, or email: dmerritt-ham@james-city.va.us **AND MUST BE FORWARDED ON OR BEFORE FEBRUARY 15, 2012 AT 5:00PM.** All questions that are pertinent to the project will be answered in the form of an addendum which will be placed on James City County's website as indicated. <http://www.jccEgov.com/purchasing/bids.html>

II. 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.

III. BACKGROUND

TIME IS OF THE ESSENCE; the goal is to have all furniture installed around the first week in May 2012. James City County is currently renovating Building D&E, 101 Mounts Bay Road, Williamsburg, VA 23185 for use as the County Administration Building. Divisions to be housed in the building include County Administration, County Attorney, Economic Development and Citizen Services. You are invited to submit detailed proposal (s) for furnishings based on the attachments herein.

IV. FAMILIARITY WITH 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, worksite conditions, and the 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. Failure to do so shall not relieve a successful offeror of his obligation to perform as per the provisions of the 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 he claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the Contract.

V. SCOPE OF SERVICES

The successful Contractor shall provide all labor, supervision, equipment, tools, materials, and incidentals necessary to furnish and install specified office furniture (See Attachments).

The contractor shall provide the following services at no additional charge to James City County:

- a. Complete design services
- b. CAD capability for design services
- c. Short term storage (up to 45 days) for items ordered pending scheduling of delivery and installation.
- d. Warranty repairs of products purchased.
- e. Check and review of all specifications created for installation.
- f. Verify that the product ordered is suitable for the purpose intended.
- g. Factory authorized and trained staff members to offer sales services and perform assembly, set-up and repair/warranty service.
- h. Quick Ship Program.

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

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

- 1) Overview of the firm, including the location of the office to perform the work.
- 2) Understanding of the project and how the firm will perform the scope of work (project approach).
- 3) Description of company's efforts to minimize health, safety and environmental impacts from the products to be used. Address consideration of toxicity, VOC emissions, etc. in cleaning product selection. Address employee training to insure proper product usage, storage and waste disposal. Highlight any particular efforts made to address health and safety issues for workers, building occupants and the environment.
- 4) Experience with similar projects. List at least 3 relevant previous and/or current projects; detailed contact information for references should be included.
- 5) Names of proposed supervisory personnel and resumes
- 6) Detailed Price Schedule-

One (1) original and six (6) copies of the proposal are due at the James City County Purchasing Office, 101-F Mounts Bay Road, Suite 300, Williamsburg, VA 23185 prior to 2:00 PM local time on February 23, 2012. 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. Emphasis should be on completeness and clarity of content.

VII. EVALUATION AND AWARD CRITERIA

Selection of the successful offeror shall be based on the following criteria:

1. The firm's understanding of the project
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. Project Approach-How firm would accomplish the services as required
4. Experience of proposed supervisory staff
5. Proposed price schedule

References may be contacted as part of the evaluation process.

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

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

VIII. 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.**

IX. 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 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.

Questions regarding this request for proposals may be directed to Deborah Merritt-Ham, Senior Buyer via fax (757) 253-6753, or email: dmerritt-ham@james-city.va.us. All questions that are pertinent to the project will be answered in the form of an addendum which will be placed on James City County's website: <http://www.jccEgov.com/purchasing/bids.html>, and also mailed, faxed, or provided by e-mail to all recorded holders of the sealed Request for Proposals.

X. CONTRACTUAL AGREEMENT

A contract shall be issued to the successful offeror. 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 Request for Proposals and resulting contract and to complete the Scope of Services outlined therein.

XI. GENERAL TERMS AND CONDITIONS

See Attachment A.

XII. 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. **Delivery And Storage:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials at the site during installation. The County will not assume any responsibility for receiving these shipments. Contractor shall check with the County and make necessary arrangements for security and storage space at the site during installation.
- D. **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.
- E. **Warranty:** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal. At a minimum, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the County in writing.

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.

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

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

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

- H. 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.

I. 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.

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

K. 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.

L. 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.

M. Preventive Maintenance: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period. The Contract should be able to provide a 4 hour response time to service system

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. 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.

S. New Equipment

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

T. Contractual Agreement

A contract shall be issued to the successful offeror. 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 Request for Proposals and resulting contract and to complete the Scope of Services outlined therein.

U. Subcontractors

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.

V. Performance and Payment Bonds

The Successful Offeror shall execute and provide to the Owner, within 10 Days following Notice of Award, Performance and Payment Bonds with surety in an amount equal to 100% of the accepted offer. The Owner reserves the right to waive this requirement if it is in the best interests of the County. The sureties of all Bonds shall be of such Surety Company or companies as are approved by the Owner and are authorized to transact business in the Commonwealth of Virginia. If the execution is by an attorney-in-fact, a power of attorney evidencing the authority of such attorney shall be attached to the Bond. Such power of attorney shall bear the same date as the

Bond to which it is attached. All Bonds shall be in the form prescribed by the Contract Documents (see Attachment C for Performance and Payment Bonds) except as provided otherwise by Laws and Regulations and shall be executed by such sureties as are 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 Government Financial Operations, U. S. Treasury Department.

W. 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, as defined by the Final Completion Date.

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 Contract Time 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, \$500.00 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.

ATTACHMENT B

PRICE PROPOSAL

**FOR: Request for Proposals 12-4994;
FURNISHINGS FOR BUILDINGS D & E RENOVATIONS**

The undersigned hereby proposes to furnish all labor, equipment, and materials necessary to perform and complete the following items of work in accordance with this SEALED Request for Proposal and all of the Contract Documents.

TOTAL COST: _____
(Contractor may include detailed attachments)

TOTAL COST IN WORDS: _____

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.

Legal Name of Person, Persons, or Corporation _____

By: _____ Date: _____

ATTACHMENT C
SAMPLE FURNISHINGS CONTRACT
CONTRACT NUMBER _____

This AGREEMENT, dated this _____, by and between **JAMES CITY COUNTY** (a COUNTY organized and existing under the laws of the State of Virginia); and _____ (an individual trading under the above name), hereinafter called the **CONTRACTOR**.

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

Scope of Work:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, utility and transportation service required to furnish and install required furnishings for the Renovations of Buildings D & E in strict accordance with the Plans and Specifications as referenced in **12-4994 Request for Proposals**, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

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

Time of Performance

The services of the Contractor are to commence on the date entered above and will continue until _____ .

If James City County elects to exercise the option to renew the maintenance contract for an additional year, subsequent renewal 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 County Board of Supervisors.

Contract Price:

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any addition or deductions as provided in the Contract Documents, the unit and lump sum price as contained in the negotiated fee schedule attached hereto.

CONTRACTOR

JAMES CITY COUNTY

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.

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.

Room # 100 Lobby

Seating for 5 -7 with occasional tables

Room # 101-A County Administrator

Desk

Round table 4 chairs

2 comfy chairs w/ small table

Series of shelves in his closet area

New Chair

Room # 102 Administrative Assistant/Secretary:

Desk (need desk top space)

Tall Shelves (one shelf needs to pull out for use as a signing desk while standing)

3 drawer lateral filing cabinet

2 chairs (Maybe a small table between if there's enough room)

(this office has a TV)

Room # 103-A Admin waiting area:

Small 2 seat sofa

Chairs

Small table

Room # 105-A Admin. Conference Room:

8-10 person table depending on room size w/chairs

Credenza for books, coffee, snacks, etc.

Room # 106 Assistant County Administrator

Desk

Bookcase/File cabinet (Book case on top – filing system on bottom)

Round table with 4 chairs

2 comfy chairs?

Room # 107 Communications Director - Jody

Desk w/single file cabinet, return and peninsula

Tack board on wall above desk

Stack on storage with doors above desk area

1 desk chair

1 small table w/2 guest chairs

1 book case

(this office has a TV)

Room # 110 Communications Specialist - Renee

Desk w/single file cabinet, return and peninsula

Tack board on wall above desk

Stack on storage with doors above desk area

1 desk chair & 2 guest chairs

1 book case

ATTACHMENT E cont'd

Room # 109 Civic engagement Specialist

Desk w/single file cabinet, return and peninsula

Tack board on wall above desk

Stack on storage with doors above desk area

1 desk chair

2 guest chairs

1 book case

Small filing cabinet, either free-standing or incorporated into desk

Room # 111 Graphic Designer

Desk with four drawers and able to accommodate 2 monitors to be placed side by side, large printer (HP LaserJet 5550dn), and scanner (Microtek Scan maker 9800XL)

4-drawer filing cabinet

Tack board

1 desk chair

1 guest chair

1 floor-to-ceiling book case

If possible, would like a small table that could be adjusted to standing height like one that Tactical Office Solutions showcased.

Room # 108 Communications open work area

Work table w/pull out shelving/drawers – see attachment (waist high to reduce bending; big enough for large projects, posters, sorting, etc.)

Work stools

Tack board or wall board for papers, calendars etc.

Room # 115-A Alcove/Waiting Area

Seating for 5 and occasional table

Room # 116 Break Room/Catering

Table & chairs for 6 people

Room # 117-A Large Conference Room

Large conference table for approximately 12 people

50 additional stackable audience chairs

(Conference tables must be able to fold up and be stored along with chairs and contents to fit into Room # 118 Storage Room C)

Room # 124-A Econ. Dev. Lobby

Small Sofa, chairs and occasional tables

(furniture to back up to walls of Room 118 & 128, Storage Rm & Conference Room B)

Room # 132 County Attorney Office:

“L” shaped desk

2 book cases – (2 shelves)

2 chairs & Credenza

Informal seating area with 2 comfortable chairs and an occasional table

ATTACHMENT E cont'd

Room # 131 Deputy County Attorney Office:

"L" shaped desk
2 book cases – (2 shelves)
2 chairs

Room # 133 Assistant County Attorney Office:

"L" shaped desk (return on the right) with drawers for filing documents and a center drawer
2 book cases – (2 shelves)
2 chairs
Occasional table for coffee brewer

Room # 136-A Legal Secretary Office/ Reception Area

"L" shaped desk with locking drawers
Vertical paper manager for documents
Open and closed overhead storage unit
Cabinet w/closed storage underneath for large table top copier

Room # 136-A Reception Area Items

2 chairs w/occasional tables
Small sofa

Room # 134 – File Room

typewriter table

Room # 129 Legal Technician Office:

"L" shaped desk, drawers for filing documents with locking drawers
Vertical paper manager for documents
Closed overhead storage unit
1 book cases – (2 shelves)
2 chairs
Wardrobe for storing coats, umbrellas, etc.

Room # 135 Library / Conference Room:

Oval conference table
4 to 6 chairs
Built in bookshelves in room

Room # 134 Filing Room:

Supply storage cabinet or wall-mounted storage

Room # 007 Records Management Reception

One workstation that faces the lobby. We would prefer to have it incorporated into the service counter. This would allow us to utilize the space in the back of the workstation for storage, printers, and fax machine. Workstation surface needs to accommodate the following: 21" computer monitor, keyboard, mouse and mouse pad, telephone, and scanner that will need to be placed to the right of the computer

ATTACHMENT E cont'd

<u>Building E (Please reference Attachment F Suggested Layout for Bldg E)</u>
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monitor. (person is right handed)The scanner measures 37" long x 19" wide x 13"high. Computer tower sits on the floor between the monitor and scanner.

Work area also large enough for prepping and scanning records/drawings 8 ½" x 11" up to 36" x 30"drawings. Storage for small office supplies, receipt books, purse and other misc items. Ergonomic chair.

Room # 008 JCSA Reception/Customer Service

There are two separate work stations that need to face the lobby.

Two separate desks each having two computer monitors each. Currently the monitors are 17 inches, however, the monitors may be upsized to a 21 inch monitor. Each desk also has a scanner. One scanner measures 13.5" in height x 22 inches long x 12 inches wide. The other scanner measures 9 inches in height, 12 inches wide x 10.5 inches long. Each desk has a computer tower that sets on the floor. Each desk has a phone and an adding machine. One desk needs a key board and mouse holder that slides in and out with adj height on brackets under the desk that helps to alleviate carpal tunnel syndrome. The other desk - keyboard and mouse sits on top of the desk. We need work space on the desk - one individual is right handed, the other left handed.

Room # 011 Building Safety & Permits Reception Area

The layout for the front counter area for BS&P needs to include:

- Stacy's desk –
 - Two monitors that are mounted on the wall in front of me. Both monitors are 19 inches.
 - Large surface space if possible & pull out keyboard/mouse
 - Computer tower sits on the floor under my desk.
 - Would like some sort of storage above my monitors on the wall.
- Pat's desk (up front) –
 - Monitor sits on the desk (22 in)
 - Tower is on the floor
 - Need storage cabinets above the desk
 - Need large enough surface area on desk to have wooden form cabinet (40 in long x 17 in tall x 12 in deep)
- 3rd Work Station –
 - Tower & Monitor sit on the desk.
 - Need storage above for books etc.
 -

*****We would like to try and keep that 3rd workstation, please draw up the diagram with all 3 desks up here and then one without the 3rd one that sits behind Stacy.**

ATTACHMENT E cont'd

Room # 012 Engineering & Resource Protection

2 separate 'U or J-Shaped' work stations (see attached Plan1.pdf). These stations will each require the following:

- 8' long table with overhead cabinets and task lighting underneath.
 - Preferably 2' wide minimum of 20" wide
- 3' desk area with a raised 18" panel for push-pins.
 - Preferably 2' wide minimum of 20" wide
 - 1 desk will also require a privacy panel
- 4 ½' X 18" extension to create the u-shape
 - Both will require a privacy panel
- Options for keyboard and mouse under the desk or extension
- 2' wide, under desk, lockable, drawers or cabinets
 - Should have a pencil or shallow drawer and a deeper drawer
 - 1 supply cabinet: 3' wide X 18" deep by 6" tall and
 - 1 3 shelf book case 3' wide X 1' deep by 3' tall

Room # 133 Director of Engineering & Resource Protection

L-shaped executive office desk (not a work desk) for right handed person for computer with connected large layout table (circular or square) for plans review. Also need shelve/credenza/hutch unit compatible with the desk and a small meeting desk with 2-3 chairs. Meeting desk can be separate and independent. Office chair.