



Management Services

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RUSTBURG, VIRGINIA

REQUEST FOR QUOTATION: **CCADM 003-FY26**

003-FY26 Recreation Sport Jerseys RFQ

Campbell County Recreation Department is seeking written quotations from qualified vendors for the furnishing, printing, and delivery of sports jerseys, and general T-shirts, for County program participants and staff. All items may include screen printing, numbering, and related branding services as specified herein.

QUOTE DUE DATE & TIME: 2:00 P.M. Thursday, June 18, 2026

RFQ NUMBER: **CCADM 003-FY26**

ACCEPTANCE PLACE: Central Purchasing Office
1st Floor, Haberer Building
47 Courthouse Lane
Rustburg, VA 24588

Requests for information related to this procurement should be directed to:

Karen M. Bobbitt
Purchasing Agent
kmbobbitt@co.campbell.va.us

Frank Rogers
County Administrator

Date

SCOPE/SUMMARY OF WORK

Campbell County Recreation Department is seeking written quotations from qualified vendors for the furnishing, printing, and delivery of sports jerseys, and general T-shirts, for County program participants and staff. All items may include screen printing, numbering, and related branding services as specified herein.

Vendors shall provide pricing inclusive of all materials, labor, setup, printing, and delivery costs as applicable. Orders will be placed on an as-needed basis throughout the contract term.

Soccer Jerseys

The Campbell County Recreation Department estimates that the number of jerseys ordered on an annual as needed basis will be approximately 600 to 1,000.

- Shirts shall be Champro (or equal) 100% polyester light-weight super smooth interlock fabric or equal
- Two-Color Mitered V-Neck with bar tack, Set-in sleeves and Straight bottom with Double needle stitched, Dri-gear Technology or equal
- Shirts shall be first run/first quality
- Any shirt(s) found to be defective will be pulled from the shipment and the vendor shall be expected to pick-up and replace the damaged shirt with a new one
- Shirts shall be available in a minimum of twelve (12) different colors
- Campbell County Recreation Department logo and shirt numbers shall be available in white and black, or other contrasting color of choice
- Campbell County Recreation Department logo shall be printed on the **center of the chest**, approximately 7.5"w x 4.5"h
- Shirt number shall also be printed on the back of the shirt. Number shall be centered and be 6"
- Shirts shall be available in sizes youth small through adult 5X-large
- Shirts in some colors shall be available in sizes adult 3X-large to 5X-large
- Vendor shall supply a printed sample before running entire order
- A seven (7) business day in-office arrival turnaround is required for standard orders. Business days are defined as Monday through Friday, excluding holidays observed by Campbell County employees, including:
 - January 1 (New Year's Day)
 - The last Monday in May (Memorial Day)
 - July 4 (Independence Day)
 - The first Monday in September (Labor Day)
 - The fourth Thursday in November (Thanksgiving Day) and the Friday immediately following
 - December 24 (Christmas Eve)
 - December 25 (Christmas Day)
- If a holiday falls on a weekend and is officially observed on a weekday by Campbell County, that observed weekday shall also be excluded from turnaround calculations.
- A five (5) business day turnaround is required for add-ons (Lost shirts, wrong sizes, etc.)

General T-Shirts

The County may procure general program shirts under this contract on an as-needed basis. All items procured under this section shall comply with the specifications, ordering procedures, turnaround expectations, and delivery requirements established within this solicitation unless

otherwise approved in writing by the County.

- Shirts shall be 100% cotton fabric or approved equivalent.
- A minimum of twelve (12) color options shall be available.
- Multiple design options shall be available, including screen printing.
- Campbell County Recreation Department(s) logos shall be available in multiple design layouts.
- Logos and shirt numbers shall be printed in white, black, or other contrasting color as selected.
- Shirts shall be available in sizes Youth Small through Adult 5X-Large.
- Select colors shall be available in adult sizes 3X-Large through 5X-Large.
- Vendor shall provide a printed sample for County approval prior to production of the full order.
- Any defective shirts shall be removed from the shipment, and the vendor shall be responsible for pickup and replacement at no additional cost to the County.
- A seven (7) business day in-office arrival turnaround is required for standard orders. Business days are defined as Monday through Friday, excluding holidays observed by Campbell County employees, including:
 - January 1 (New Year's Day)
 - The last Monday in May (Memorial Day)
 - July 4 (Independence Day)
 - The first Monday in September (Labor Day)
 - The fourth Thursday in November (Thanksgiving Day) and the Friday immediately following
 - December 24 (Christmas Eve)
 - December 25 (Christmas Day)

If a holiday falls on a weekend and is officially observed on a weekday by Campbell County, that observed weekday shall also be excluded from turnaround calculations.

- A five (5) business day turnaround is required for add-ons (Lost shirts, wrong sizes, etc.)

ARTWORK FILES

All artwork files shall be supplied electronically and will be posted in eVA as a separate attachment to this solicitation. Vendors shall be responsible for reviewing artwork for print compatibility and shall provide a digital proof for County approval prior to production. Production shall not begin until written approval of artwork is provided by the County.

DELIVERY INFORMATION

Turnaround time requirements shall be calculated based on in-office delivery to the County location specified in this solicitation and shall exclude weekends and County-observed holidays as defined herein.

All shirts (sample and full orders) shall be delivered to:

Parks and Recreation
681 Village Highway
Rustburg, VA 24588
Attn: Jordan Welborn

SUBMISSION OF QUOTES

Quotes shall be accepted primarily through eVA, the Commonwealth of Virginia's electronic procurement system (<https://eva.virginia.gov>), no later than 2:00 P.M., local prevailing time, on Thursday, June 18, 2026. Suppliers must be registered in eVA to submit an electronic response. Registration is free of charge.

As required under the Virginia Public Procurement Act (VPPA) § 2.2-4303, effective January 1, 2025, suppliers must be registered in eVA when the local public body:

1. Accepts both electronic and paper responses.
2. Awards a contract to a supplier that has submitted a paper response.
3. Conducts post-award actions in eVA.

Even if a vendor submits a paper response, they are still required to be registered in eVA before a contract can be awarded to them. Failure to comply with eVA registration requirements may result in disqualification of a submitted proposal.

SUBMITTAL FORMS:

Complete Quote forms included signed by an authorized representative of the company:

Attachment A: Contractor Reference Sheet

Attachment B: Quote Form

Attachment C: Vendor Quote Qualification Certificate

Attachment D: SCC Requirement per the Virginia Public Procurement Act

Attachment E: Affidavit Certifying Compliance with § 22.1-296.1, Code of Virginia

Attachment F: Signature Form

AWARD OF CONTRACT

Lowest, responsible and responsive, quotes will be awarded the contract. Multiple awards may be made if it is determined to be in the best interest of CC. Should CC determine in writing and in its sole discretion that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor.

The County reserves the right to request and review physical samples of shirts, jerseys, or related items prior to contract award for evaluation of quality, material, workmanship, and design compliance. Failure to provide requested samples may result in a determination of non-responsiveness.

TERM OF CONTRACT

Contract shall be for two (2) years beginning on or about July 20, 2026 and ending June 30, 2028. At the end of the initial two (2) year term, there shall be an option to renew for one (1) additional year.

PAYMENTS/INVOICES

Payment requests for CCADM 003-FY26, please send them to:

Alec Gallagher
Administration
Campbell County Parks & Recreation
amgallagher@co.campbell.va.us

Campbell County standard payment is thirty (30) days following receipt of goods and services or invoice, whichever is later. Campbell County is tax exempt. A tax-exempt certificate will be made available upon request.

INQUIRIES/CLARIFICATION OF TERMS

It is the responsibility of each prospective Vendor to inquire about and clarify any requirement

of the REQUEST FOR QUOTATION that is not understood. If any prospective Vendor has questions regarding any of the solicitation documents, the prospective Vendor should contact the following, in writing, no later than 3pm on Wednesday, June 9, 2026 . Any revisions to the solicitation will be made only by addendum issued by Central Purchasing.

Questions concerning the Scope of Services may be referred to:

Jordan Welborn
Athletics Manager
Campbell County Parks & Recreation
ljwelborn@co.campbell.va.us

General questions concerning the RFQ may be referred to:

Karen M. Bobbitt
Purchasing Agent
Campbell County Central Purchasing
kmbobbitt@co.campbell.va.us

INSTRUCTIONS TO VENDORS

INTERPRETATIONS:

All questions about the meaning or intent of the Contract Documents shall be submitted to the Purchasing Agent in writing. Replies will be issued by addenda mailed or delivered to all parties recorded by the Contract Agent or his designee as having received the Quote documents. Questions received less than (5) days prior to the date for opening of Quotes will not be answered. Only questions answered by formal written addenda will be binding. Oral or other interpretations or clarifications will be without legal effect. Unauthorized contact with other Campbell County staff regarding the RFQ may result in the disqualification of the Vendor.

QUOTE FORM:

Quote forms must be completed in a printed legible format. The Quote price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

Quotes by corporations must be executed in corporate name by the president, vice-president, or other corporate officer authorized to sign. The corporate address and state of incorporation shall be shown below the signature.

Quotes by partnership must be executed in the partnership name and signed by a partner. His/her title must appear under his/her signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Quote shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the Quote form).

QUOTING CONDITIONS:

All formal Quotes submitted shall be binding for ninety (90) calendar days following the Quote opening date. CC reserves the right to reject any and all Quotes, in whole or in part, to waive any and all informalities, and to delete items prior to making the award. CC may, in its sole discretion, release any Quote and return the Quote guaranty prior to the ninetieth (90th) day.

AWARD OF CONTRACT:

CC reserves the right to reject any and all Quotes and waive all informalities, and the right to disregard all nonconforming or conditional Quotes or counter Quotes.

In evaluating Quotes, CC shall consider the qualifications of the Vendors, including references, proposed design and equipment, whether the Quotes comply with the prescribed requirements, and alternates and unit price if requested in the Quote forms. CC may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Vendors, proposed subcontractors and other persons and organizations to do the work in accordance with the contract documents to CC's satisfaction within the prescribed time. CC reserves the right to reject the Quote of any Vendor who does not pass such evaluation to CC's satisfaction, in the sole discretion of CC.

If a contract is to be awarded, it will be awarded to the lowest responsive and responsible vendor as determined in accordance with the provision of the Virginia Public Procurement Act. If the contract is to be awarded, CC will give the apparent successful Vendor a Notice of Award within sixty (60) days after the day of the quote opening.

Simultaneously with delivery of the executed counterparts of the agreement to CC, Contractor shall deliver to CC the required Contract Security.

SPECIFICATIONS/QUOTE AWARD FORM:

All Quotes must be submitted on the Quote Form provided and must be signed in ink in the proper places by an authorized officer of the company.

LATE QUOTES AND WITHDRAWAL OF QUOTES:

A written request for a withdrawal of a Quote or any part thereof will be granted if received by the County prior to the specified Quote opening. Formal Quotes, amendments thereto or requests for withdrawal of Quotes will not be considered if received after the time of the Quote opening, unless allowed pursuant to Va. Code § 2.2-4330.

All formal Quotes submitted shall be binding for ninety (90) days calendar days following the Quote opening date.

WORKMANSHIP.

Vendors will be required to provide at least three (3) references of similar sized and scoped contracts during the past eighteen (18) months. The Vendor is required to complete and submit with the Quote Form and the Contractor Reference Sheet.

With regard to this contract, CC or their designated representatives will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to CC.

Upon notification by CC or their designated representatives, the Contractor will affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

CC reserves the right to make unannounced periodic inspections of the work in progress.

WORK PERFORMANCE

The work to be done under this contract includes but is not limited to the providing of all labor, materials, supervision, equipment, services, fuel, oil, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

All work being performed for and/or on CC property shall fully conform to all local, state, and Federal safety regulations.

ETHICS IN PUBLIC CONTRACTING:

By submitting their Quotes, the Vendor certifies that their Quotes are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer, or subcontractor in connection with their Quote, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request. The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by Campbell County, unless otherwise specified. In the event there is a conflict between any of these General Terms and Conditions and any Special Terms and Conditions of the contract, the Special Terms and Conditions shall apply.

The Central Purchasing Office is responsible for the purchasing activity of Campbell County. The term "CC" as used herein refers to the contracting entity which is the signatory on the contract and may be Campbell County or Campbell County Board of Supervisors. The Vendor or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting Quotes. Failure to do so will be at the Vendor's own risk and except as provided by law.

All solicitations issued and contracts awarded by the County are governed by the provisions of the Virginia Public Procurement Act as set forth in the Code of Virginia.

- 1. COMPETITION INTENDED:** It is CC's intent that this solicitation permits competition. It shall be the Vendor's responsibility to advise the Purchasing Agent in writing if any language,

requirement, specification, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than ten (10) business days prior to the deadline set for acceptance of the Quotes.

2. **CLARIFICATION OF TERMS:** If any Vendor has questions about the specifications or other solicitation documents, the prospective Vendor should contact the Central Purchasing Office no later than five (5) business days prior to the date set for the opening of Quotes. Any revisions to the solicitation will be made only by addendum issued by Central Purchasing. Oral or other interpretations or clarifications will be without legal effect.
3. **MANDATORY USE OF CC's FORM AND TERMS AND CONDITIONS:** If requested in the solicitation, failure to submit a Quote on the official CC form provided for that purpose shall be a cause for rejection of the Quote.
4. **LATE QUOTES:** Any Quote received at the Central Purchasing Office after the exact time specified for receipt of the Quote is considered a late Quote.

CC is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Vendor to ensure their Quote reaches the Central Purchasing Office by the designated date and hour.

Late Quotes will be returned to the Vendor unopened, if solicitation number, acceptance date and Vendor's return address is shown on the container.

If CC closes its offices due to inclement weather, scheduled Quote openings will be extended to the next business day, same time.

5. **QUOTE OPENING:** All Quotes will be opened at the time and place specified and read publicly.
6. **ADDENDA:** By submitting a Quote, the Vendor certifies that (i) he has made due inquiry of CC as to the existence of any addenda issued in connection with the Quote solicitation documents, (ii) he is satisfied that he has received any and all such addenda and he has taken the contents thereof into consideration when preparing and tabulating his Quote; and (iii) he accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in his Quote based upon his failure to have received any one or more addenda.
7. **MODIFICATION OF QUOTES:** Unauthorized modification of, or any additions to any portion of the invitation to Quote may be cause for rejection of the Quote.
8. **WITHDRAWAL OF QUOTES:** A Vendor for a contract other than for public construction may request withdrawal of his Quote under the following circumstances:
 - a. A written request for a withdrawal of a Quote or any part thereof will be granted if received by CC prior to the specified Quote opening date and time.

- b. Requests for withdrawal of Quotes after opening of such Quotes but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If Quote bonds were tendered with the Quote, CC may exercise its right of collection subject to the provisions of §2.2-4330 of the Code of Virginia.
 - c. No Quote may be withdrawn under this paragraph when the result would be the awarding of the contract on another Quote of the same Vendor or of another Vendor in which the ownership of the withdrawing Vendor is more than five percent. In the case of an REQUEST FOR QUOTATION, if a quote is withdrawn under the authority of this paragraph, the lowest remaining quote shall be deemed to be the low quote. No vendor who is permitted to withdraw a quote shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn quote was submitted.
- 9. ERRORS IN QUOTES:** When an error is made in extending total prices, the unit Quote price will govern. Erasures in Quotes must be initialed by the Vendor. Carelessness in quoting prices, or in preparation of Quote otherwise, will not relieve the Vendor. Vendors are cautioned to recheck their Quotes for possible error. Errors discovered after public opening cannot be corrected and the Vendor will be required to perform if his or her Quote is accepted, except as provided in paragraph 9 hereof. When an error is made in the transferring of dollars to written words, the written word will govern.
- 10. PUBLIC INSPECTION OF QUOTES:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed quotations, upon request, shall be afforded the opportunity to inspect Quote records within a reasonable time after the opening of all Quotes but prior to award, except in the event that the County decides not to accept any of the Quotes and to reopen the contract. Otherwise, Quote records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of quotations are completed but prior to award except in the event that the County decides not to accept any of the quotations and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a Vendor, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the Vendor, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of

- the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
 - e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. -§ 2.2-4342(F).
 - f. A Vendor or offeror shall not designate as trade secrets or proprietary information (a) an entire Quote, proposal, or prequalification application; (b) any portion of a Quote, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total Quote, proposal, or prequalification application prices.

Failure to quote by the procedure in this subsection may result in disclosure of the vendor's information.

- 11. **TAX EXEMPTION:** CC is exempt from the payment of any federal excise or any Virginia sales tax. The Quote price must be net, exclusive of taxes. Tax exemption certificates will be furnished by CC on request.
- 12. **COUNTY BPOL LICENSING:** All firms with a business location in CC are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL)" Tax Ordinance. Questions concerning BPOL Tax should be directed to the Office of the Commissioner of the Revenue, telephone 434-332-9518.
- 13. **BRAND NAME OR EQUAL ITEMS:** Any specific make, manufacturer or brand, names used in connection with articles mentioned in the specifications are used to convey the general style, type, character, and quality of the article desired. CC may consider other brands as substitutes if written evidence and other data submitted to CC by the vendor can satisfactorily substantiate equality. CC's representative shall be the sole determining authority as to quality, workmanship, and suitability of purpose. The Vendor is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable CC to determine if the product offered meets the requirements of the solicitation.

Failure to furnish adequate data for evaluation purposes may result in declaring a Quote non-responsive. Unless the Vendor clearly indicates in its Quote that the product offered is an "equal" product, such Quote will be considered to offer the brand name product referenced in the solicitation.

- 14. **PRODUCT EVALUATION:** CC reserves the right to conduct any test it may deem advisable to establish that the products and/or services offered are in accordance with the contract requirements. CC reserves the right to reject the Quote of any Vendor who does not pass such evaluation to CC's satisfaction.

15. FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Vendor will be required to furnish articles in conformity with that specification.

16. OMISSIONS & DISCREPANCIES: Any items or parts of any equipment/product list in the solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment/product and its appurtenances, shall be considered a part of such equipment/product although not directly specified or called for in the specifications.

The Vendor shall quote by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings.

17. CONDITION OF ITEMS: Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

18. AWARD OR REJECTION OF QUOTES:

a. CC shall award the contract to the lowest responsive and responsible Vendor complying with all provisions of the RFQ provided the quote price is within funding available for the project.

b. CC reserves the right to reject any and all quotes, in whole or in part, to waive any and all informalities, whenever such rejection or waiver is in the best interest of CC.

19. QUALIFICATIONS OF QUOTERS: CC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the work/furnish the item(s) or services, and the Vendor shall furnish to CC all such information and data for this purpose as may be requested. CC reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The CC further reserves the right to reject any Quote if the evidence submitted by or investigations of such Vendor fails to satisfy CC that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein, in the sole judgment of CC.

20. STANDARDS OF CONTRACT: CC reserves the right to cancel and terminate a contract at any time, at the convenience of CC. Repeated delays or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the Contractor shall cease all deliveries or services unless advised by CC to do otherwise. In the event of termination, the contractor shall be compensated for those deliveries or services provided to the satisfaction of CC as of the date of termination as the sole remedy for cancellation.

21. AVAILABILITY OF FUNDS: Award and contract are conditioned upon appropriation and availability of funds from year to year. If sufficient appropriation and funding is not available, CC may terminate the contract without penalty, cost or damage payment.

22. NEGOTIATIONS WITH LOWEST RESPONSIBLE VENDOR: Unless cancelled or rejected, a responsive quote from the lowest responsible vendor will be accepted as submitted, except that if the quote from the lowest responsible Vendor exceeds available funds. The

negotiation will be undertaken under conditions and procedures described in writing and approved by CC prior to issuance of the RFQ.

23. INSURANCE: If requested in the solicitation, the Contractor shall secure and provide insurance in at least the following amounts:

- Automobile Liability Insurance:
 - \$1,000,000 combined single limit
- General Liability Insurance:
 - \$1,000,000 occurrence limit
 - \$2,000,000 general aggregate
- Professional Liability (if appropriate):
 - \$1,000,000 occurrence limit
 - \$2,000,000 aggregate
- Workers' Compensation Insurance:
 - At statutory limits as required under the Virginia Workers' Compensation Act.

Within 15 days after Notice of Award, the Contractor agrees to furnish a Certificate of Insurance naming Campbell County as additional insured.

All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best Rating of A- or better. The insurer shall provide 30 days written notice to CC before any cancellation or non-renewal of insurance coverage.

24. INDEMNITY: The contractor shall indemnify and hold harmless CC, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of CC with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting from the sole negligence of CC or its officers, boards, commissions, agents or employees.

The parties agree that under applicable law CC cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by CC, that promise or term is stricken from this Contract and of no effect.

25. PAYMENT TERMS: Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance or work, whichever is later.

26. PAYMENT TO SUBCONTRACTORS: Pursuant to the terms of Va. Code 2.2-4354, any contractor on a construction contract to be liable for the entire amount owed to any subcontractor with which it contracts. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor. Any provision in a contract contrary to this section shall be unenforceable.

Within seven days after receipt of amounts paid to the contractor by CC for work performed by the subcontractor under the contract the contractor must either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
- b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The contractor shall pay interest to any of its subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from CC for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subparagraph b. above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month and the contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

27. RETAINAGE IN CERTAIN CONSTRUCTION CONTRACTS: Pursuant to the terms of Va. Code §2.2-4334, in any contract of \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the contract price are to be retained, the contractor may elect, in writing, to use an escrow account procedure for utilization of CC's retainage funds. In the event the contractor elects to use the escrow account procedure, an escrow agreement shall be executed and submitted to CC within fifteen calendar days after notification of Quote acceptance. If the escrow agreement form is not submitted within the fifteen-day period, the contractor shall forfeit his rights to the use of the escrow account procedure.

28. CHANGES TO THE CONTRACT:

- a. During performance of the contract, the parties may agree to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

- b. CC may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract may include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give CC a credit for any savings. Said compensation shall be determined by written mutual agreement between the parties.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advance written approval of the Board of Supervisors.

29. EMPLOYMENT DISCRIMINATION: During the performance of this contract the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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.
- d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

- 31. NONDISCRIMINATION STATEMENT:** *In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith-based organizations or against a Vendor because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.*
- 32. ILLEGAL ALIEN EMPLOYMENT:** In accepting this order, the Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- 33. LICENSE:** If in a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.
- 34. COMMONWEALTH OF VIRGINIA BUSINESS TRANSACTIONS:** All Vendors or Vendors organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code must include in its Quotes or Quotes the identification number issued to it by the State Corporation Commission. Any Vendor or Vendor 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 Quote or Quote a statement describing why the Vendor or Vendor is not required to be so authorized.
- 35. CONTRACT FORMATION:** The Contractor or successful Vendor agrees to sign a contract drafted or approved by the County Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of the REQUEST FOR QUOTATION shall constitute the terms of the contract and no provision of any response, Quote or other agreement may vary or alter the same unless agreed in writing and approved by the County Attorney.
- 36. MODIFICATION:** Any term or provision submitted as part of your response that in any way attempts to change or modify the terms of these contract documents shall be ineffectual, null and void. In addition, CC may declare a Quote that attempts to do so unresponsive and disqualified, in its sole discretion.
- 37. ASSIGNMENT:** The contractor shall not assign this contract without the prior written consent of CC.

QUOTER/CONTRACTOR REMEDIES

- 38. PROTEST:** Vendors may refer to §2.2-4357 through §2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.
- 39. APPLICABLE LAWS AND VENUE:**
- a. Any contract resulting from this solicitation shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from a solicitation or resulting contract shall be proper only in Campbell County General District Court or Campbell County Circuit Court.
 - b. The Contractor shall comply with all applicable federal, state and local laws.
- 40. CLAIMS PROCEDURE:** Contractual claims must be submitted to the Campbell County Board of Supervisors in writing no later than ten (10) days after the time of occurrence or beginning

of the work upon which the claim is based. The Board of Supervisors will consider all facts provided to it in a format established by the Board of Supervisors and render a decision within sixty (60) days of receipt of the claim. Failure to act by the Board of Supervisors shall operate to relieve the contractor from the claims procedure and allow the contractor to file suit for relief.

- 41. SEVERABILITY:** In the event that any provision of these documents shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract 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.
- 42. COOPERATIVE PROCUREMENT:** This procurement is being conducted by the County of Campbell in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County Contract. The County assumes no responsibility for any notifications of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

Rev. 07/20

SUPPLEMENTARY CONDITIONS

- 1. SCOPE:** These Supplementary Conditions are to supplement, modify or extend the provisions of the General Conditions to the extent hereinafter indicated.
- 2. "OR EQUAL" CLAUSE - SUBSTITUTION OF MATERIALS:** Catalog numbers, specific names and brands used in connection with materials and equipment mentioned in the specifications, are used to establish the minimum standard for quality, capacity, construction, performance, appearance, size, arrangement and general utility, including features of economic operation.

Equipment and materials herein specified have been selected on the basis of design criteria, performance requirements and the standards outlined above, but, so as not to limit competition, other equipment or minimum standards will be approved as substitutes by CC if equality can be and is satisfactorily substantiated by written evidence, drawings, samples and other data submitted to CC by the Contractor.

Should such substitutions be approved by CC, it shall be understood and agreed that the cost of any changes made necessary or caused through substitution, shall be borne by the Contractor.

All substitutions must be submitted at least seven (7) days before Quote due date. A list of all approved substitutions will be included in an addendum. No considerations will be given to substitutions after opening of Quotes.

- 3. CHANGE ORDERS:** It is to be understood that no amount, in part or in whole, of a

Change Order shall be included in a Requisition for Payment by the Contractor until the Change Order has been executed and copies of the Change Order have been distributed to the parties.

4. **PROCEED ORDERS:** A Proceed Order is an instrument whereby CC may promptly order changes in the work involving changes in cost and/or contract time, pending preparation and execution of a formal Change Order, so as to avoid delay in the construction work. Application for payment for work authorized by CC in a Proceed Order shall only be made subsequent to execution of a formal Change Order.
5. **WRITTEN QUOTE:** Without further request and within seven (7) days of the date of issue of a Proceed Order, the Contractor shall submit a written Quote covering the work authorized in the Proceed Order so that a Change Order may be prepared for execution.
6. **ORDER TO PROCEED:** In the event CC, through the Contract Agent or his Designee, requests the Contractor to submit a Change Order Quote for changes in contract work, the Contractor shall submit such a Quote in accordance with contract requirements within a reasonable time, as stipulated in such request. If the Contractor fails to submit said Quote within the time limit so stipulated, CC shall have the right to issue to the Contractor, through the Contract Agent or his Designee, an Order to Proceed with the required changes for an additional amount not to exceed, or a deduction of not less than the amount shown in the order; provided, however, in the event the Contractor is not in agreement with the amount stipulated in the Order to Proceed, he shall, within fourteen (14) days after the date of said work order, submit to the Contract Agent or his Designee an equitable Quote and develop with CC and/or Contract Agent or his Designee, a mutually acceptable price for the required change in work.
7. **SUBCONTRACTORS:** Contractor shall require his/her subcontractors to provide insurance coverage identical to that specified above and each respective division of work if requested by CC.
8. **EXTENSION OF TIME: DAMAGES FOR DELAYS:** If the Contractor fails to complete the work within the time fixed by the contract for the completion of the same, the Contractor shall be liable to CC in the amount set forth in the specifications as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed, or if liquidated damages are not so fixed, for any actual damage occasioned by such delay.

ATTACHMENT A

CONTRACTOR REFERENCE SHEET

1. **CONTRACTOR:**

COMPANY NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
CONTACT NAME:	
CONTACT TITLE:	
EMAIL ADDRESS:	

2. **YEARS IN BUSINESS:**

Indicate the length of time you have been in business providing this type of service.

Years:	Months:

3. **REFERENCES:**

Indicate below a listing of three (3) references in the Commonwealth of Virginia for whom you have provided the proposed service. Include the date service was furnished and the name and address of the person CC has your permission to contact. **(Use separate sheet or attachments if necessary.)**

Client Name, Contact Name, and Address:	Phone and Fax Numbers:	Date(s) of Service:

NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL.

ATTACHMENT B

QUOTE FORM

Quote award(s) will be made to the lowest responsive and responsible vendor(s) based on total pricing submitted for each product category, inclusive of all sizes, setup fees, and delivery costs, as applicable. Multiple awards may be made if determined to be in the best interest of the County.

*Is the setup fee charged for each order? YES or NO
*Is the setup fee charged once only at the beginning of the contract? YES or NO

NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH QUOTE.

SHIRT SIZE	SOCCER JERSEYS	GENERAL T-SHIRTS
	Price per each (shirt and printing)	Price per each (shirt and printing)
Youth Small	\$	\$
Youth Medium	\$	\$
Youth Large	\$	\$
Youth X-Large	\$	\$
Adult Small	\$	\$
Adult Medium	\$	\$
Adult Large	\$	\$
Adult X-Large	\$	\$
Adult 2 X-Large	\$	\$
Adult 3X-Large	\$	\$
Adult 4X-Large	\$	\$
Adult 5X-Large	\$	\$
One-Time Set Up	\$	\$
Delivery Fee	\$	\$
Grand Total	\$	\$

ATTACHMENT C

CONTRACTOR (PROPOSAL) QUALIFICATION CERTIFICATE

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any governmental entity/agency in the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any governmental entity/agency in the Commonwealth of Virginia.

The above Proposal is hereby respectfully submitted by:

CONTRACTOR'S REGISTRATION NO. _____ A.____ B.____

CONTRACTING FIRM

BY (AGENT) (TYPE OR PRINT)

SIGNATURE

TITLE

BUSINESS ADDRESS

TELEPHONE AND FAX NUMBERS

DATE

NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH BID.

ATTACHMENT D

***SCC Requirement per the Virginia Public Procurement Act, VPPA**

§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact

business in the Commonwealth. – A. All public bodies shall include in every written contract a provision that 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.

B. Pursuant to competitive sealed quotations or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a Vendor or Vendor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its Quote or Quote the identification number issued to it by the State Corporation Commission. Any Vendor or Vendor 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 Quote or Quote a statement describing why the Vendor or Vendor is not required to be so authorized.

C. Any Vendor or Vendor described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

***Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:**

is a corporation or other business entity with the following SCC identification number: _____

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):**

NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH QUOTE.

ATTACHMENT E

AFFIDAVIT CERTIFYING COMPLIANCE WITH § 22.1-296.1, Code of Virginia

This is to certify that no employee who will provide services on the school properties of CC and who is to have direct contact with students during regular school hours or during school-sponsored activities is disqualified under Va. Code § 22.1-296.1.

This includes compliance with restrictions relating to certain offenses identified in Virginia law, including barrier crimes defined in § 19.2-392.02(A), violent felonies, and other offenses referenced in § 22.1-296.1. Vendors may review these statutes directly for full definitions and applicability.

This requirement does not apply in emergency or exceptional circumstances where no direct contact with students is reasonably anticipated. Limited exceptions may also be considered in accordance with § 22.1-296.1(F)(2), provided statutory conditions are met.

Additionally, in accordance with Va. Code § 2.2-4311.4(A)(1), the use of forced or indentured child labor in the performance of any contract is strictly prohibited, and contractors must ensure this prohibition is passed through to applicable subcontracts and purchase orders.

By signing below, the vendor certifies that (1) vendor has read the referenced statutes and understands all restrictions concerning its employees, (2) vendor has taken all steps needed to perform an investigation into the criminal background of all of its employees sufficient to determine compliance with the statutory compliance, (3) all employees who will have direct contact with students during regular school hours or during school-sponsored activities meet the statutory requirements stated herein, (4) vendor shall advise all of its subcontractors of the requirements of Va. Code § 22.1-296.1 and require that each subcontractor comply to the same extent as vendor, and (5) vendor shall not use forced or indentured child labor in the performance of any contract as stated herein, and agrees to require by contract all its subcontractors to agree to do likewise.

Name of Company/Vendor

Signature of Contractor/Vendor Agent

Date

NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH QUOTE.

ATTACHMENT F

**SIGNATURE FORM
FOR CCADM 003-FY26**

Recreation Sports Jerseys RFQ

My signature certifies that the Quote as submitted complies with all Terms and Conditions as set forth in CCADM 003-FY26 Recreation Sports Jerseys RFQ. My signature also certifies that the accompanying Quote is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Quote Rigging Act, and Virginia Antitrust Act, Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Campbell County, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Campbell, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Campbell.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Firm Name _____

Address _____

FEIN _____ Phone: _____

Fax: _____ Email: _____

Commonwealth of Virginia License to do Business # _____

Authorized Signature _____

Name/Title (please print) _____

Date _____

NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH QUOTE