



INVITATION FOR BIDS

IFB No. B124031-VR
Issue Date: July 14, 2026

County of York, Virginia
CENTRAL PURCHASING
120 Alexander Hamilton Blvd.
Yorktown, VA 23690
Phone: (757) 890-3680

<https://www.yorkcounty.gov/571/Central-Purchasing>

The Central Purchasing office of the County of York, Virginia, as agent for The County of York, Virginia (“County”), will receive sealed bids for the below described goods/services, subject to the conditions and instructions specified herein.

Title/Project:	Youth Soccer and Basketball Sports Jerseys
Pre-Bid Meeting	A Pre-Bid Meeting is not scheduled for this solicitation.
Bids Due:	July 30, 2026, 3:00PM
Method of Bid Submittal	Submittal requirements shall be as specified in Section B.2.b. to the Central Purchasing Office. No exceptions. DO NOT SUBMIT YOUR RESPONSE THROUGH eVA. Only paper responses submitted directly to Central Purchasing, or emailed responses sent to bid@yorkcounty.gov, will be considered. Do not email your response to the Contract Officer.
Bid Reading:	Bids will be opened and announced by Central Purchasing staff office as specified in Section B.4. The bid reading will occur fifteen minutes after the deadline for submitting bids and may be observed in person or via TEAMS. See section B.4.
Questions:	Questions or comments related to this solicitation shall be directed to the Contract Officer <u>not later than July 23, 2026, at 1:00pm</u> All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.
Contract Officer:	Victor Robinson, Buyer victor.robinson@yorkcounty.gov

The County of York, Virginia (the “County”) is seeking bids from qualified firms (the “Bidder”, “Vendor” or “Bidder”) to furnish the goods and/or services described herein, for submittal to the County as specified above. This solicitation is posted on eVA, Virginia’s eProcurement Portal (www.eva.virginia.gov) and is available for free download.

A direct link to all York County solicitations on eVA is available on Central Purchasing webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>) by selecting “Solicitations” from the left side bar. Bidders and potential sub bidders may communicate and collaborate using the B2B Connect tab on the eVA solicitation webpage.

For purposes of this solicitation, the following definitions shall apply:

“Board”: The Board of Supervisors County of York Yorktown, Virginia, or where applicable The County School Board of York County, Virginia.

“County”: County; County of York, Virginia; or any of its departments, agencies or its officials, officers, employees, agents and volunteers, including specifically, but not limited to, the York County School Board, the York-Poquoson Department of Social Services, Constitutional Officers, the York County Library, or any other governmental entity for which the County is acting as agent.

“Bidder”: The legal entity to whom an award is made as a result of this solicitation.

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EXHIBITS

Exhibits are provided for reference; do not complete or return them with your bid.

A Sample Contract is provided as an Exhibit.

Exhibits within the Contract shall include:

- A. Bidder's Bid
- B. Certification of Compliance with Immigration Laws and Regulations

SUBMITTAL DOCUMENTS

- ☐ Form A: Bid Form (Include responses to all sections)
- ☐ Form B: SWAM Information
- ☐ Form C: References
- ☐ Form D: Proprietary Information

REQUIREMENTS

SECTION A SPECIFICATIONS/SCOPE OF WORK

1. **PURPOSE:** The purpose of this Invitation for Bids is to establish a contract for the purchase and delivery of Youth Soccer and Basketball Jerseys for York County, Va. Parks and Recreation Department.

The contract shall be used to fulfill both spring and fall sports season for Soccer and winter sports season for Basketball.

2. **BACKGROUND:** York County Parks and Recreation provide a variety of youth athletic programs designed to promote recreation, physical fitness, skill development, and community engagement. Among the Department's largest youth programs are seasonal soccer and basketball leagues, which serve hundreds of participants annually.

To support these programs, York County Parks and Recreation purchase customized athletic jerseys for registered participants. Historically, jersey purchases have been made on a seasonal basis through individual quotations. The County is seeking to establish a term contract to provide a streamlined and efficient procurement process for future jersey purchases while ensuring consistency in quality, pricing, and service.

The resulting contract will support the Department's seasonal soccer and basketball programs and allow for the purchase of customized jerseys based on actual program registration and participation levels. Orders will be placed periodically throughout the contract as needed.

Estimated Quantities

Historical quantities are provided for informational purposes only and are intended to assist bidders in preparing their bids. Actual quantities purchased may increase or decrease based upon registration levels, program participation, funding availability, and operational needs. The County does not guarantee any minimum purchase quantity under the resulting contract.

Size	Qty
Fall Soccer Historical Quantities	
Youth (XS – XL)	529
Adult (S – XL)	175
Spring Soccer Historical Quantities	
Youth (XS – XL)	574
Adult (S – XL)	268
Total	
1,371	
Basketball Historical Quantities	
Youth (XS – XL)	574
Adult (S – XXL)	267
Total	
841	

Actual quantities purchased each season are dependent upon participant registration levels and program participation.

3. **SPECIFICATIONS:** The Contractor shall furnish all labor, materials, equipment, artwork preparation, printing, numbering, packaging, shipping, delivery, and related services necessary to provide jerseys in accordance with the requirements of this solicitation.

Soccer Jersey Requirements

The Contractor shall provide short-sleeve soccer jerseys that meet the following minimum requirements:

- Constructed of athletic performance fabric, moisture-wicking fabric, or Dri-FIT® equivalent material.
- Available in crew neck or V-neck styles.
- Available in youth sizes XS through XL and adult sizes S through XXL.
- Available in a minimum of twenty (20) color options.

T-shirt material shall not be accepted.

Each jersey shall include:

- York County Parks and Recreation logo on the front of the jersey.
- One (1) eight-inch (8") player number on the back of the jersey.
- County-approved artwork and numbering.

Basketball Jersey Requirements

The Contractor shall provide reversible sleeveless basketball jerseys that meet the following minimum requirements:

- Reversible jersey construction.
- Constructed of polyester athletic fabric, moisture-wicking fabric, or Dri-FIT® equivalent material.
- Available in youth sizes XS through XL and adult sizes S through XXL.
- Available in multiple color combinations (example: Royal Blue/White).

Each jersey shall include:

- York County Parks and Recreation logo on the front of the jersey.
- Player numbers on both sides of the reversible jersey.
- County-approved artwork and numbering.

Artwork and Proof Approval

The Contractor shall provide electronic artwork proofs for County review and approval prior to production.

Production shall not begin until the Contractor has received approval from the County.

Order Requirements

The County will place orders directly with the Contractor following the completion of program registration. Final quantities, sizes, colors, numbering, team assignments, and artwork requirements will be provided at the time each order is placed. The Contractor shall be capable of accommodating seasonal orders and replacement orders throughout the contract term. Replacement jerseys ordered during the contract term shall be furnished at the same contract unit prices established in the Bid Form.

Optional Rush Order (Not Evaluated)

The Bidder shall provide a Rush Order Fee applicable to orders requiring delivery in less than fourteen (14) calendar days following receipt of the final order and County approval of artwork.

Packing and Delivery Requirements

All jerseys shall be sorted and packaged by team prior to delivery. The Contractor shall deliver orders within two (2) to four (4) weeks following receipt of the final order and County approval of artwork. All deliveries shall be FOB Destination to locations designated by the County.

The Contractor shall immediately notify the County of any anticipated delays in production or delivery.

Quality Requirements

All jerseys furnished under the resulting contract shall be new and free from defects in materials and workmanship. Printing, numbering, logos, and artwork applications shall be clear, legible, durable, and professionally applied. The County reserves the right to reject any items that do not conform to the requirements of this solicitation.

Samples

Bidders **shall** submit the following samples with their bid:

- One (1) soccer jersey sample meeting the requirements of this solicitation.
- One (1) reversible basketball jersey sample meeting the requirements of this solicitation.

Samples are not required to contain County logos, artwork, or numbering.

Samples will be reviewed for compliance with the specifications contained herein. Failure to provide compliant samples may result in the bid being determined non-responsive. Samples may be used as the set standard of quality for the duration of the contract.

The County will make a single award to the lowest responsive and responsible Bidder submitting the lowest total evaluated bid price based on the estimated quantities listed in the Bid Form.

York County reserves the right to reject any or all bids and to waive informalities consistent with applicable procurement law.

See all Sections and Attachments for complete Scope requirements.

End of Section A

SECTION B BID PROCESS

NOTE: Direct contact with anyone other than the County of York, Virginia Central Purchasing office, including other County departments or the County's consultants, regarding this Invitation For Bids (IFB) is expressly forbidden except with the permission of Central Purchasing's Contract Officer.

Violation of this directive may result in a determination that the Firm is ineligible for award.

1. eVA REGISTRATION

- a. In order to participate in County of York solicitation opportunities, Bidders are not required to be registered in eVA. However, because the County uses eVA to post awards, eVA registration by the selected firm(s) may become necessary. Award of a County of York contract as a result of this solicitation will not result in the assessment of a fee from eVA.
- b. eVA registration provides access to many free services and tools including automated placement on bidders lists and email/fax notifications for business opportunities with Virginia State Agencies, Colleges and Universities, as well as many Local Governments.
- c. **DO NOT SUBMIT YOUR RESPONSE THROUGH eVA. Only responses submitted directly to Central Purchasing will be considered.**

2. BID PREPARATION AND SUBMISSION REQUIREMENTS

- a. **Direct contact with anyone other than the County of York, Virginia Central Purchasing office, including other County offices or other bidders and consultants of the County, regarding this Invitation for Bids is expressly forbidden except with the permission of the Contract Officer. Violation of this directive may result in a determination that the Bidder is ineligible for award.**

- b. Bids shall be submitted as specified below, other methods are not allowed.

1. Sealed Bids shall be delivered to the Central Purchasing office, located on the second floor of the Finance Building, 120 Alexander Hamilton Blvd., Yorktown, VA 23690, between the hours of 8:15 am and 5:00 pm, Monday through Friday.

The following information should be written on the outside of the submittal envelope or package:

- Bid Number
 - Title of Bid
 - Submittal Deadline Date and Time
 - Bidder's Name
2. If the building is closed to visitors, call 757-890-3882 and Purchasing staff will meet you at the building's front door (Fire Exit) to receive your bid.
 3. If the building is closed to both visitors and Central Purchasing staff (i.e.: snow closing), then bids shall be accepted on the next business day of Central Purchasing at the originally scheduled time.

4. In addition to delivery by the Bidder as described above, bids may be delivered by USPS, UPS, FedEx, etc., however the County assumes no responsibility for misrouted documents, and will not consider them if they are received in the Central Purchasing office after the specified date and time deadline.
5. Alternatively, bids may be submitted electronically to bid@yorkcounty.gov, using the Bid Number as the "Subject Line". File size is restricted to 25MB. When submitted electronically, a "paper" copy will not be required.

Do not email your response directly to the Contract Officer. The County shall not be responsible for misrouted email (i.e.: mail delivered as SPAM; sent to an alternative email account; undeliverable due to file size; etc.).

- c. Bids will not be accepted if submitted by any other method than as specified in "b" above.
- d. All bids shall be submitted on and in accordance with this form. Failure to return required documents and information specified herein may result in a determination that the bid is non-responsive. All costs associated with preparing a bid are the Bidder's responsibility.
- e. The solicitation document as posted by Central Purchasing shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the County but not clearly listed on the exception page of the document as an exception by the Bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Bidder may be cause to disqualify the bid from award consideration.
If this solicitation requests information in an electronic format, all electronic files uploaded must be in a common format accessible by software programs the County uses. Those common formats are generally described as Microsoft Word (doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Bidders will not secure, password protect or lock uploaded files; the County must be able to open and view the contents of the file. Bidders will not disable or restrict the ability of the County to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The County may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.
- f. Bids must be received by Central Purchasing as specified on page one of the IFB [or as adjusted per Section b.2, b.3, or by addendum]. It is the responsibility of the Bidder to see that his bid is received by Central Purchasing staff by the specified time and date. Date of postmark will not be considered. If no timely bids are received by the specified date/time, the County's Purchasing Agent may, at its sole discretion, consider a late submittal.
- g. The County's receipt of a bid document is not to be construed as a determination that the bid document is responsive, nor shall receipt of a bid document be construed as an award or an order to provide goods or services.
- h. All bids must be signed by an officer or employee having the authority to sign on behalf of the firm.
- i. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the County, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the County.
- j. All prices and notations should be in ink or typewritten. Mistakes may be crossed out, and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
- k. Prices shall be entered on and in accordance with the bid form. In case of an error in the calculation of cost based on multiple units of the same item, the unit price shall govern, and the correct amount will be calculated by the County. In case of an error in the total cost, the individual line items shall govern, and the summation will be calculated by the County. When included in the bid form, failure to provide unit pricing may result in a determination of non-responsiveness.
- l. The Terms and Conditions in this Invitation for Bids shall supersede any terms and conditions of the Bidder's bid. Any additional conditions a Bidder intends to be considered must be submitted as part of the bid and be indicated on the Exceptions section of the Bid Form. Such exceptions may result in the bid being determined non-responsive.

- m. The Specifications, Scope of Work, Item Descriptions, etc. shall supersede any additional writings submitted by the Bidder. Such writings shall be clearly marked and noted by the Bidder on the exception page.
- n. All materials specified shall have been determined to have characteristics appropriate for the purposes of this Project.

Where any item of equipment or material is specified by proprietary name, trade name, catalog reference, or name of one or more manufacturers, without the addition of such expressions as "or equal," it is to be understood that those items are so specified for reasons of standardization in maintenance and operation, or for reasons of obtaining desirable features best suited to the requirements of the Specifications. This specific equipment shall form the basis of the Bid and be furnished under the Agreement. When the drawings or specifications specify one or more manufacturers' brand names or make of materials, devices or equipment as indicating a quality, style, appearance or performance, the Bidder shall base their bid on either one of the specified brands, and only the specified items shall be used (No Substitute).

However, in the event that the clause "or equal" is used in the specifications pertaining to the material or article, the proposed use of an article other than that specified may be considered but must be approved by the County. The burden of proof as to the comparative quality and suitability of the proposed substitute equipment, articles or materials shall be upon the Bidder, and they shall furnish at their own expense, such information relating thereto as may be required by the County.

Requests for approval of products other than specified shall be submitted in writing to Central Purchasing a minimum of seven (7) calendar days prior to the due date and time of the bids and shall include manufacturers samples(s). Consideration will be given to bids submitted on commodities other than as specified to the extent that such action is deemed to serve best the interests of the County. The County shall be the sole judge as to the comparative quality and suitability of proposed substitute equipment, articles or materials and their decisions shall be final and unreviewable.

If the Bidder does not indicate that the commodity they propose to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.

Post-award proposed substitutes: After contract award, a Bidder may propose a substitute item. The Bidder shall furnish the County with any such information as the County may request to evaluate the substitute item to include estimates of costs or credits, redesign, claims or schedule impacts, warranty or maintenance issues or payment of any license or royalty that could directly or indirectly result from acceptance of the substitute. Any cost or time impacts to the project schedule caused by the Bidder's submission of a substitute shall be borne by the Bidder. Any costs incurred by the County or by the County's Architect/Engineer in reviewing the suitability of the substitute item shall be borne by the Bidder. At its sole discretion, the County may accept and allow use of the proposed substitute item or may reject the proposed item and require the use of the originally specified item.

- o. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
- p. Bidders may request withdrawal of their bids from consideration.

Prior to the deadline designated for the receipt of Bids, a Bidder may request withdrawal of its Bids. The withdrawal of a paper bid shall only be made by a representative of the firm submitting the Bid, who shall appear in person prior to the deadline designated for receipt of Bids. Such representatives shall furnish satisfactory identification and proof that they are authorized to withdraw the Bid. Telephone, e-mail, or facsimile notices will not be considered. Additions and/or deletions marked on the outside of the Bid envelope will not be considered. The request for withdrawal of a bid submitted by email must be made by email from the same email account as was used to submit the original emailed bid. The email shall be identified in the same manner that the bid was initially

submitted.

After bids are opened, a bidder may request withdrawal of its bid due to error by giving notice to the Contract Officer in Central Purchasing not later than two business days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request, administrative withdrawal procedures will be provided that shall be used for that purpose. No Bid may be withdrawn under this section when the result would be the awarding of the Agreement on another Bid to the same Bidder or to another Bidder in which the ownership of the withdrawing Bidder is more than five percent. If a Bid is withdrawn under the authority of this section, the remaining Bids shall be evaluated to determine the lowest responsive and responsible Bidder. No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom awarded, or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted.

- q. A bid by a Bidder certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Bidder from award of a contract.
 - r. Bid submittals (including all documents, schedules, reports, plans and other attachments) shall become the property of the County of York, VA and/or any agency of the County, and/or any political subdivision for whom the County of York, VA issues this solicitation, and documents will not be returned to the Bidder.
3. **ADDENDA:** Changes or supplemental instructions to this Invitation for Bids will be in the form of written Addenda. All Addenda will be posted online with this solicitation. It is the Bidder's responsibility to check for Addenda prior to the bid due date and time to ensure that all addenda are received.

The County posts all solicitations and related addenda on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to all York County solicitations on **eVA** is available on Central Purchasing webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>) by selecting *Solicitations* from the left side bar.

All Bidders shall acknowledge receipt of Addenda with the Bid. Acknowledgement of all Addenda shall be in the space provided on the Bid Form or by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the Bid may be determined non-responsive.

4. **PUBLIC OPENING AND READING OF BIDS:** Bids must be received by Central Purchasing by the time specified on page one of the IFB [or as adjusted per Section b.2, b.3, or by addendum]. Thirty minutes after the time specified for bid submittal, bids will be read aloud by Central Purchasing staff in the Finance Building's second-floor Conference Room. The bid reading may be observed in person or via TEAMS. During the thirty-minute period between the bid submittal deadline and the public reading of bids, purchasing staff performs the clerical activity of opening and printing electronically submitted bids. Due to logistics, the activity is not streamed on TEAMS. However, the public may observe it in person in the Purchasing office.

The Owner's Representative whose duty is to open Bids will decide when the specified time has arrived. No responsibility will be attached to any such person for the premature opening of a Bid not properly addressed and identified.

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/223808470073446?p=gNBVFzJ5C2lga7rg7d>

Meeting ID: 223 808 470 073 446

Passcode: Lm9AB7nH

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 929-352-1542](tel:+19293521542), [942798888](tel:+1942798888) United States, New York City

[Find a local number](#)

Phone conference ID: 942 798 888#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

As soon as practical, the County posts bid tabulations on eVA, Virginia's eProcurement Portal. A direct link to all York County solicitations on eVA is available on Central Purchasing' webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>).

5. **RIGHT TO CANCEL:** The County reserves the right to cancel this solicitation in its entirety at any time, to reject any and all bids, and to refrain from making an award if it is determined to be in the best interest of the County. In the event of such cancellation, rejection, or decision not to award, Bidders shall have no claim or entitlement to any costs, reimbursements, or compensation of any kind arising from or related to this solicitation. Submission of a bid confers no right to an award or to any expectation thereof.
6. **EVALUATION OF BIDS:** In evaluating Bids, the County shall consider the qualifications and experience of the Bidders, whether the Bids comply with the prescribed requirements, unit and lump sum prices, and additive/alternate bid items if requested in the Bid Form.

The County may consider the qualifications and experience of sub bidders and other people and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work for which the identity of Sub bidders and other persons and organizations shall be submitted as specified in the Bid Documents.

The County may conduct such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed Sub bidders and other persons and organizations to do the Work in accordance with the Bid Documents to the County's satisfaction within the prescribed time.

The Bids of any Bidder or Bidders who engage in collusive bidding shall be rejected. Any Bidder who submits more than one Bid in such a manner as to make it appear that the Bids submitted are on a competitive basis from different parties shall be considered a collusive Bidder. The provisions contained in § 2.2-4367 through § 2.2-4377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the County. By submitting their Bids, all Bidders certify that their Bids are made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other Bidder, Supplier, manufacturer or sub bidder in connection with their Bid, and they have not conferred with 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.

7. AWARD AND EXECUTION OF CONTRACT:

A. Award of Contract:

The Contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at request of County and agreed to in writing by the Bidder, or Bidders.

The County will make a single award to the lowest responsive and responsible Bidder submitting the lowest total evaluated bid price based on the estimated quantities listed in the Bid Form.

If in the event only one bid is received and the Purchasing Agent in consultation with the using agency makes a determination that it would not be in the best interest of the County to re-bid the procurement, such determination shall be in writing and shall be provided to the approving authority when approval by other than the Purchasing Agent is required. In case of a tie bid, preference shall be given to goods, services, and construction produced in Virginia or provided by Virginia persons, firms, or corporations (with Bidders situated within the County of York given first preference) if such a choice is available; otherwise the tie bid shall be decided by lot. Where all Bidders are Virginia persons, firms, or corporations (or alternatively, if all Bidders are non-Virginia persons, firms, or corporations), the tie shall also be decided by lot. See York County Code Chapter 2.1.

A notice of award will be posted with the original solicitation on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to all York County solicitations on eVA is available on Central Purchasing webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>) by selecting *Solicitations* from the left side bar.

The County reserves the right to reject any and all bids, including if the County determines whether any of the bid prices are significantly unbalanced to the potential detriment of the County, and to waive any informality, if it is determined to be in the best interest of the County. Unless canceled or rejected, a responsive bid from the lowest responsible Bidder shall be accepted as submitted; except if the bid from the lowest responsible Bidder exceeds available funds, the Purchasing Agent may negotiate with the apparent low Bidder to obtain a contract price within available funds.

A Bidder may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award. No protest shall lie for the claim that the selected Bidder is not a responsible Bidder. The written protest shall include the basis for the protest and the sought of relief.

B. Entering Contract:

Upon award of the solicitation to a Bidder, such Bidder shall enter into the Contract by signing the Contract within ten (10) calendar days after the date of the award. Failure to provide the document(s) within this period may be cause for the County to award a contract to the next responsive Bidder and hold the original Bidder liable for excess costs.

No contract shall result from the submission of any bid and no liability shall accrue with respect thereto until a written contract and accompanying documents have been fully and completely executed on the part of the successful Bidder and the County.

8. DEBRIEFING

Bid and proposal records shall be open to public inspection only after award of the Contract. Unless the County decides not to accept any bids or not to accept any of the proposals and reopen the solicitation, any Bidder may be allowed to inspect the bid records after bid opening, and any Bidder may be allowed

to inspect the proposal records after the evaluation and negotiation of proposals are completed, and prior to award.

Inspection of the records shall be made available in the office of Central Purchasing for public review. Interested parties may request a review time during normal business hours, 8:15 a.m. – 5:00 p.m., Monday -Friday. The Purchasing Agent reserves the right to limit the duration of inspection reviews to not more than sixty minutes per review; multiple reviews are allowed. Until available to the public, no copy, photograph, or any other facsimile of a procurement record shall be allowed.

A notice of decision to award or award will be posted with the original solicitation on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to all York County solicitations on eVA is available on Central Purchasing's webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>) by selecting *Solicitations* from the left side bar.

End of Section B

SECTION C

CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Invitation for Bids (IFB) must be received prior to the date and time posted on the cover page.
2. **BIDDER QUALIFICATIONS:** Bidder shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.
3. **METHOD OF AWARD:** The County will make a single award to the lowest responsive and responsible Bidder submitting the lowest total evaluated bid price based on the estimated quantities listed in the Bid Form.
4. **CONTRACT/AGREEMENT:** Following award, a contract will be executed between the Bidder and the County. A sample contract is included in this Invitation for Bids. Do not return the sample contract with the bid; it is provided for informational purposes only.
5. **CONTRACT MODIFICATIONS:** Any modifications made to the Contract must be approved by the Central Purchasing office in advance.
6. **CONTRACT PERIOD/ RENEWAL:** The initial contract period will be for one year from date of award with the option to renew, at the County's sole discretion, for four (4) additional one (1) year periods. If a determination is made by the Purchasing Agent that circumstances warrant, a contract extension, under the terms and conditions contained herein, may be considered for up to six (6) months following the end of the final one-year renewal period upon mutual agreement of the County and Bidder.
7. **PRICE ADJUSTMENT:** Prices shall remain firm for the initial contract period. Should the County exercise the option to renew the contract for additional one-year periods, the Bidder may request a price increase prior to the end of the then current period. The price increase for each renewal period shall not exceed the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Other Goods and Services, not seasonally adjusted (CUUR0000SAG), as published by the U.S. Bureau of Labor Statistics for the most recent twelve (12) month period available.

The new contract price(s) shall be calculated by applying the published index percentage change to the then current unit price(s). The newly adjusted price(s) will become effective upon a mutually acceptable date, but not prior to the date of the renewal period, and will apply to goods or services requested on or after the effective date of the new price. The Bidder shall submit a written request for a price increase (email, facsimile, or US Mail) to the Office of Purchasing. When applicable, evidence/proof of price change from the manufacturer or other relevant source shall accompany the price increase request. Price increases will not be automatic and are subject to approval by the County. If approved by the County through Central Purchasing, price increases **may be limited** to a maximum of 3% for each one-year renewal period.

If a price decrease is provided by the supplier, distributor or manufacturer, such price decrease shall be immediately passed on to the County.

Consumer Price Index or Producer Price Index information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/cpi> or <http://www.bls.gov/ppi>.

8. **DELIVERY OF GOODS/SERVICES:** Except as otherwise specified herein, all items shall be delivered F.O.B. Destination, Freight Prepaid and Allowed, to locations within the County of York, Virginia, as designated on the purchase order. All transportation, delivery, handling, fuel surcharges, and related charges shall be included in the unit prices bid. No additional delivery charges shall be

allowed. All items shall be securely packaged in accordance with standard commercial practices to ensure safe delivery and protection from damage in transit.

Each shipment shall include a packing slip identifying the Purchase Order number, item description, quantities shipped, and any back ordered items.

Exterior cartons shall be clearly labeled with the vendor's name and purchase order number. The Contractor shall be responsible for replacement of any items damaged in shipment or delivered in error, at no additional cost to York County.

Delivery shall be made during normal business hours unless otherwise authorized.

9. **METHOD OF ORDERING:** The Bidder shall provide the goods or services requested upon receipt of a Purchase Order or a County issued Purchasing Card. Orders shall be placed on an as-needed basis during the contract term.
10. **QUANTITIES:** The quantities listed in this Invitation for Bids are estimates only and are provided solely for bid evaluation and anticipated initial ordering purposes. Actual quantities purchased may be more or less than estimated depending upon County needs, funding availability, and operational requirements. No minimum quantity of purchases is guaranteed under this contract.

The County reserves the right to purchase additional quantities of awarded items, or similar configurations within the scope of this contract, during the contract term at the awarded contract prices.
11. **INVOICING:** The purchase order number shall be included on each invoice and packing slip. Failure to include this information will delay payment. Invoices shall be sent to the address specified on the County issued Purchase Order or Contract.
12. **PAYMENT:** Payment will be authorized following receipt of a valid invoice (including Purchase Order Number, Line-Item Number(s), Description of Goods and Services, Unit Prices, Total Price) and delivery of goods or completion of services according to specifications and subject to inspections.
13. **PAYMENT TERMS:**
 - a. Payment terms shall be "Net 30 Days" unless otherwise stated in the Bidder's bid or if otherwise negotiated. Alternate terms may be included in the bid for prompt payment of bills.
 - b. The payment terms stated herein must appear on the Bidder's invoice. Failure to comply with this requirement may result in the invoice being returned to the Bidder for correction.
 - c. Late payment charges shall not exceed 1% per month of the invoice amount due.
 - d. If offered by the Bidder, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
 - e. Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the "Invoice To" address shown on the purchase order or Contract. All invoices shall show the Purchase Order or Contract number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect bid terms or discounts for payment in less than thirty (30) days.
14. **WARRANTY:** All goods furnished under this contract shall be new and covered by the manufacturer's standard warranty. The Bidder agrees that goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties customarily provided for such goods. The Bidder shall replace defective, damaged, or nonconforming items and assist York County in processing warranty claims at no additional cost to the County. The rights and remedies provided herein are in addition to any other rights available to York County under the contract or applicable law.

15. **DISCONTINUED PRODUCTS:** If an awarded item is discontinued, changed by the manufacturer or replaced with a successor model during the contract term, the Bidder shall notify York County in writing. The Bidder may offer a replacement item from the same manufacturer that meets or exceeds the original specifications. Any replacement item must be approved in writing by York County prior to delivery. Replacement items shall be provided at the same or lower contract price unless otherwise approved by York County.

End of Section C

SECTION D GENERAL TERMS AND CONDITIONS

1. **ETHICS IN PUBLIC CONTRACTING:** All provisions contained in County of York, Virginia (“County”) Code Chapter 2.1 shall be applicable to all contracts solicited or entered into by the County. By submitting its bid, the Bidder certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or sub bidder in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

2. **PROHIBITED CONTACTS:** Direct contact with anyone other than the County of York, Virginia Central Purchasing, including any departments of or consultants to the County, regarding this Invitation For Bids is expressly forbidden except with the permission of the Contract Officer. Violation of this directive may result in a determination that the Bidder is ineligible for award.
3. **SMALL, WOMEN-OWNED MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS ENHANCEMENT:** Economic value may be achieved through the enhancement of small businesses (SBE), women-owned businesses (WBE), minority businesses (MBE), and service-disabled veteran-owned small business (SDV), collectively known as SWAM. Bidders and potential sub bidders are encouraged to communicate and collaborate using the B2B Connect tab on the solicitation webpage on eVA.
4. **FAITH BASED ORGANIZATIONS:** In accordance with Section 2.2-4343.1 of the Code of Virginia, et. seq., the County does not (i) discriminate against a faith-based organization as defined in the Code of Virginia Section 2.2-4343.1 (B) on the basis of the organization’s religious character or (ii) impose condition that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of Section 2.2-4343.1 of the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services or disbursements.
5. **MANDATORY USE OF COUNTY’S FORM:** All responses to an Invitation for Bids (IFB) must be submitted on and in accordance with the Bid Form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted as directed in Section B, subsection 2 of this solicitation document.
6. **BID SUBMITTAL CONSTITUTES AN OFFER:** The submittal of a bid by a Bidder is an offer to sell. Each bid is received with the understanding that the acceptance in writing by the County of the Bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the Bidder and the County, which shall bind the Bidder on his part to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the County on its part to order from such Bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered. The County’s written acceptance on behalf of the County may take the form of a Purchase Order and/or a written Agreement/Contract.
7. **COOPERATIVE PURCHASE:** If authorized by the Bidder, the Contract resulting from this Invitation for Bids may be extended to other public bodies, public agencies or institutions within the United States to purchase at contract prices and terms. Any public entity that uses the Contract shall place its own

order(s) directly with the Firm(s). The County of York, Virginia is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Bidder's responsibility to notify the jurisdictions of the availability of contract(s). Bidders who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the bid.

8. AUTHORIZATION TO TRANSACT BUSINESS:

Commonwealth of Virginia

All Bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Bidder 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, as amended, or as otherwise required by law shall include in the Proposal a statement describing why the Bidder is not required to be so authorized.

Any business entity 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, as amended, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit <https://www.scc.virginia.gov/> for more information.

Department of Professional and Occupational Regulation (DPOR)

Contracts for services falling under the jurisdiction of Department of Professional and Occupational Regulation (DPOR) require that the Bidder hold a business license issued by the Virginia Board for Bidders. The Bidder shall not allow its license to lapse, be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to maintain its license in good standing. Reference DPOR professions at:

https://www.dpor.virginia.gov/sites/default/files/Records%20and%20Documents/reg_pop.pdf

County of York, Virginia

Businesses with whom the County does business shall comply with County of York, Virginia Business License requirements. Contact the Commissioner of the Revenue's office for requirements (757-890-3383).

9. **ENTIRE AGREEMENT:** The contract resulting from this Invitation For Bids and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto and approved by the Central Purchasing office in advance.
10. **HEADINGS:** The headings used in this solicitation and any resulting contract are for convenience only and are not to be construed to have legal significance.
11. **SEVERABILITY:** If any provision of the Contract resulting from this Invitation for Bids or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this Contract shall be valid and enforced to the full extent permitted by law.

- 12. NOTICES AND COMMUNICATIONS:** Notices and communications related to the Contract resulting from this Invitation for Bids shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by electronic means (e.g., email, facsimile). All notices related to contract award, modifications, renewals, and terminations will be handled through Central Purchasing. Central Purchasing primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, Contract renewals and Contract amendments.

By signing the form included in this solicitation and set out in section 9 of the Bid Form (Form A) with an original signature, and returning the signed solicitation document with your response in accordance with this solicitation's submittal requirements, you agree that original signatures transmitted and received via facsimile, email or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hard copy. The County shall determine legibility and acceptability for public record purposes. An Agreement or other communications resultant from this solicitation may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

- 13. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Bidder/Bidder certifies that he/she does not and shall not during the performance of the Contract for goods and services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

A notarized signature on Exhibit B included in this solicitation is not required to be submitted with your bid/proposal but shall be required of the Bidder selected for Contract award. However, failure to sign and include the "Certification of Compliance with Immigration Laws and Regulations" section of the Bid/Proposal Form may result in the bid/offer being considered non-responsive.

- 14. DRUG FREE WORKPLACE:** If awarded a contract as a result of this solicitation, the Bidder/Offer agrees that, during the performance of the contract, the it will (i) provide a drug-free workplace for the Bidder'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 Bidder's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Bidder that the Bidder 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 subcontracted vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Bidder in accordance with this subsection, 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.

- 15. NON-DISCRIMINATION:** If awarded a contract as a result of this solicitation, the Bidder/Offer agrees that, during the performance of the contract:
- a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the Bidder. The Bidder

agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. The Bidder will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- 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 Bidder will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontracted vendor.

16. **AMERICANS WITH DISABILITIES ACT (ADA):** If awarded a contract as a result of this solicitation, the Bidder/Offer agrees that, during the performance of the contract, it complies with Virginia and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Bidder hereby warrants that the products or services it will provide under any resulting Contract complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Bidder agrees to promptly respond to and resolve any complaint regarding accessibility of products or services at no additional cost to the County. Bidder further agrees to indemnify and hold harmless the County from all claims arising out of Bidder's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of any resulting Contract and shall be grounds for termination of that Contract by the County.
17. **LAWS AND REGULATIONS:** The Bidder shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
18. **GOVERNING LAW AND VENUE:** This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia, and the ordinances and regulations established by the County of York, Virginia. Any litigation with respect thereto shall be brought in the courts of the County of York, Virginia, or the United States District Court for the Eastern District of Virginia.
19. **CONFLICT:** In the event of a conflict between the contract documents, the following shall control:
- County-issued Contracts take precedence over County-issued Purchase Orders (if issued).
 - County-issued Contracts take precedence over this solicitation's Contract Specific Terms and Conditions.
 - Contract Specific Terms and Conditions take precedence over this solicitation's General Terms and Conditions.
 - County issued documents shall in all cases prevail over a Bidder supplied document, unless specifically agreed in writing by the County.
20. **INDEPENDENT BIDDER:** The Bidder and any employees, agents, or other persons or entities acting on behalf of the Bidder shall act in an independent capacity and not as its officials, officers, employees, agents and volunteers of the County.
21. **RIGHTS UNDER ANTITRUST LAWS:** Upon execution of the Contract, the Bidder assigns to the County any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the County.
22. **ASSIGNMENT OF CONTRACT:** The Owner and Bidder respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns

and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

23. TERMINATION FOR CONVENIENCE:

- a. The performance of Work under this Agreement may be terminated by the Owner without default in accordance with this section in whole, or in part(s), when funds are not appropriated for the specified goods or services, or whenever the Owner determines that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Bidder of a notice of termination specifying the extent to which performance of Work under the Agreement is terminated, and the date upon which such termination becomes effective. The County will provide as much notice as it deems practical.

After receiving a notice of termination, and except as otherwise directed by the Owner, the Bidder shall:

1. Stop Work under the Agreement on the date and to the extent specified in the notice of termination.
2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement that is not terminated.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination.
4. If directed by the owner, assigned to the Owner, and as directed by the Owner, all of the rights, title and interest of the Bidder under the orders and subcontracts so terminated. The Owner shall have the right and discretion to settle or pay all claims arising out of the termination of such orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner. This approval or ratification will be final for all purposes of this section.
6. Transfer title and deliver to the Owner, as directed by the Owner, the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other materials produced as a part of or acquired in connection with the performance of the Work terminated by the notice of termination, and the completed or partially completed plans, drawings, information and other property which, if the Agreement has been completed, would have been required to be furnished to the Owner.
7. Use his best efforts to sell as directed or authorized by the Owner, property of the type referred to in Paragraph F above; provided, however, that the Bidder shall not be required to extend credit to any purchaser. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Bidder under this Agreement or shall otherwise be credited to the Contract price or cost of the Work covered by this Agreement or paid in such manner as directed by the Owner. The Bidder may acquire any such property under the conditions prescribed and at a price or prices approved by the Owner.
8. Complete performance of that Work which was not terminated by the Owner.
9. Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Bidder and in which the Owner has, or may acquire, an interest.
10. Within 30 Days after the receipt of the Notice of termination, the Bidder may submit a list to the Owner for approval, certified as to quantity and quality of any or all items of, inventory not previously disposed of, exclusive of items, the disposition of which has been directed or authorized by the Owner, and may request the Owner to remove such approved items or enter into a storage agreement covering the same. Not later than 45 Days thereafter, the Owner will accept title to such approved items and remove them or enter into a storage agreement covering same. The list submitted shall be subject to final verification by the Owner upon removal of the items, or if the items were stored within 45 Days from the date of submission of the list. Any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

11. Within 30 Days after receipt of the notice of termination, the Bidder shall submit to the Owner his termination claim. Such claim shall be submitted in writing. Upon failure of the Bidder to submit its termination claim within the time allowed, the Owner may, at its discretion, reject such termination claim. Such termination claim shall include the cost of the following, as applicable:

- a. The cost of supplies accepted by the Owner and not previously paid for by the Owner, appropriately adjusted for any saving of freight or other charges.
- b. The cost incurred in the performance of the Work terminated, including Initial cost and preparatory expense allocable thereto, but exclusive of any cost attributable to supplies paid or to be paid for by the Owner.
- c. The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders which are properly chargeable to the terminated portion of the Agreement, exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by sub bidders or vendors prior to the effective date of notice of termination and previously paid for by the Owner.
- d. A reasonable amount of profit or commission, which will be determined based on the Project's specific overhead and expense data at the rate computed in the original Contract Price or, at the discretion of the Owner, as determined by an audit. The cost of the audit will be borne by the Bidder.
- e. Cost of reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this termination portion of the Agreement.
- f. The total sum to be paid to the Bidder shall not exceed the Contract Price as reduced by the amount of payments previously made, and it's further reduced by the Contract Price of Work not terminated. Said total sum shall also be reduced by the reasonable value, as determined by the Owner, of property, which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner or to a buyer.

12. Nothing herein shall modify or change the terms of the Performance and Payment bonds and any remedies available thereunder.

- b. [For Multi-term Contracts] Either party may terminate the contract without penalty or financial obligation as of the conclusion of the initial contract term, or as of the completion of any renewal term, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination. Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

24. TERMINATION WITH CAUSE/DEFAULT

- a. Default by Bidder
 1. In the event that the Bidder shall for any reason or through any cause be in default of any of the terms, conditions or obligations of the Contract Documents, the Owner, upon identifying the default, shall give notice of such default to the Bidder. The notice shall be provided in writing, delivered to the Bidder by any available means (e.g.: text, email, facsimile, personal delivery, USPS, or commercial delivery service), or alternatively may be communicated verbally (in person or by phone). The notice shall identify the default. When practicable, the notice may allow the Bidder to cure the default within a specified period of time. If the notice does not specify the length of time allowed for cure, then the Bidder shall have fourteen (14) calendar days to cure the default from the date such notice is sent by the Owner to the Bidder. The time allowed to cure the default does not extend the time allowed for completion of the Contract.
 2. Upon failure of the Bidder to cure the default within the specified time, the Owner may immediately terminate the Contract, effective as of the date that the default notice was sent.
 3. Upon the Bidder's failure to satisfactorily cure the default within the stipulated time, the Owner may, without prejudice against other remedies available to the Owner, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Bidder the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for additional services provided by an Architect, if any,

made necessary by such default, neglect or failure. If payments then or thereafter due to the Bidder are not sufficient to cover such amounts, the Bidder or Bidder's surety shall pay the difference to the Owner.

4. In the event of violations of law, safety or health standards and regulations, the Contract may be immediately terminated by the Owner and provisions herein with respect to Bidder's opportunity to cure default shall not be applicable. The Bidder shall remain liable for performance of all terms, conditions, and obligations through the date of termination.
 5. Upon termination, the Bidder shall withdraw its personnel and equipment, cease performance of any further Work under this Agreement, and turn over to the Owner any Work in process for which payment has been made.
 6. If the Owner terminates the Contract due to default, the Bidder shall remain liable for performance of all terms, conditions, and obligations through the effective date of termination.
 7. Termination of the Contract due to default shall not modify or change the terms of the Performance and Payment bonds, nor the remedies available thereunder, nor otherwise relieve the surety, if any, of its obligations thereto.
 8. Failure of the Bidder to perform the obligations of the contract may result in debarment of the Bidder for a period of up to three years.
 9. Termination and/or debarment of the Bidder shall not constitute a waiver by the Owner of any other rights or remedies available to the Owner by law or contract.
 10. In lieu of termination of the contract, the Owner at its sole discretion may approve a change order allowing alternative contract time, materials and/or methods.
- b. Bidder's Right to Terminate the Agreement [For Service or Construction Contracts only]
Should the Work be stopped for a period of 90 Days or more, through no fault of the Bidder, or should the Owner fail to pay the Bidder any payment within a reasonable length of time after said payment shall become due, the Bidder may, upon seven (7) Days written notice to the Owner, stop Work, or terminate the Agreement and recover from the Owner payment for all Work executed, however, the total recovery from Owner shall not exceed the Contract Price.

25. **AVAILABILITY OF FUNDS:** It is understood and agreed between Bidder and County that County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purchase of goods and/or services under the Contract resulting from this solicitation. The Contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).
26. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall a payment by the County to the Bidder, or the waiver by the County of any provision under this Contract including any obligation of the Bidder, constitute or be construed as a waiver by the County of any other provision, obligation, breach of covenant, or any default which may exist under this Contract on the part of the Bidder, and the making of any such payment by the County while any such breach or default exists shall not impair or prejudice any rights or remedies available to the County.
27. **WAIVER OF BREACH:** The County's waiver of a breach of the terms and provisions of this Contract at any time or times by the Bidder shall not be deemed or construed a waiver of any subsequent breach or breaches by Bidder of the same or of the other terms or provisions of this Contract at any time or times.
28. **NON-EXCLUSIVE LICENSE – OWNERSHIP AND USE OF DOCUMENTS:** The Bidder permanently and irrevocable assigns to the County a royalty-free, nonexclusive, nontransferable license for all documents and intellectual property, as well as all derivative works thereof, including but not limited to plans, specifications, designs, tracings, drawings, estimates, field notes, investigations, design analysis, reports, studies, and derivative work\’s thereof, in any media now known or hereinafter discovered, which are prepared in the performance of the Contract by the Bidder and by its sub-Bidders; such may be used, reproduced, distributed, and displayed by County, at its discretion. The license and all rights, which inure to the County shall survive the termination or disengagement of services of the Bidder

or its sub-Bidders, or both, from the Work, whether such termination or disengagement is involuntary or otherwise determined.

29. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Bidder. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other sources when it is determined that the Bidder is unable to meet required specifications, delivery schedules, quantities, or other operational needs.
30. **HOLD HARMLESS AND INDEMNIFICATION:** The following shall be deemed incorporated into any contract awarded as a consequence of this solicitation to the same extent as if fully set forth therein:

Bidder, its officers, shareholders, employees, agents, volunteers, sub bidders, or any other person or entity acting on behalf of the Bidder, shall bear all loss, expense (including reasonable investigative and attorney's fees) and damage from any cause whatsoever arising out of, incidental to, or in connection with the performance of the Contract and shall indemnify the Owner its officials, officers, employees, agents and volunteers against and save the Owner, its officials, officers, employees, agents and volunteers harmless from all claims, demands, and judgments made or recovered against the Owner, its its officials, officers, employees, agents and volunteers because of bodily injuries, sexual abuse and molestation, personal injuries, including death, at any time resulting therefrom and/or because of damage to real or personal property, from any cause whatsoever; all such arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of Bidder, its officers, shareholders, employees, agents, sub bidders, or any other person or entity acting on behalf of the Bidder, and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of the Owner.

The Bidder shall pay all royalties and license fees. The Bidder, its officers, shareholders, employees, agents, sub bidders, or any other person or entity acting on behalf of the Bidder, guarantees to save the Owner, its officials, officers, employees, agents and volunteers, harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the Contract or of which the Bidder is not the patentee, assignee or licensee and shall defend all such suits or claims. Bidder shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or its consultants (including but not limited to the Owner's Architect). However, if the Bidder has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Bidder shall be responsible for such loss unless such information is promptly furnished to the Owner or its Consultants.

Should Bidder, its officers, shareholders, employees, agents, volunteers, sub bidders, or any other person or entity acting on behalf of the Bidder, use any of the Owner's personal property including but not limited to all equipment, lawn and garden tools, tools of any nature, furniture and fixtures, improvements and betterments, employees, or facilities, such will be gratuitous and Bidder shall release the Owner, its officials, officers, employees, agents and volunteers, from and indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers, from and against any claims for bodily injury, personal injury, including death, and property damage, from any cause whatsoever; all such arising out of the use of any such personal property including but not limited to equipment, lawn and garden tools, tools of any nature, furniture and fixtures, improvements and betterments, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence, but excluding sole negligence, of the Owner.

In the event that terms and conditions contained in the contract provided by Bidder impose any requirement for the Owner to indemnify, guarantee or hold harmless the Bidder or any other person or entity, such obligation shall be only to the extent allowed by Virginia law.

This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the Owner arising out of the wrongful acts, errors, omissions, negligence, fraudulent or criminal acts of the Bidder or any of the Bidder's officers, shareholders, employees, agents, volunteers, sub bidders, or any other person or entity acting on behalf of the Bidder. This paragraph shall survive the termination of the Contract including any renewal or extension thereof.

Indemnification/Hold Harmless Agreement shall be interpreted in accordance with Virginia Code §11-4.4. Certain indemnification provisions in construction contracts declared void.

In the event that terms and conditions contained in a contract provided by Bidder impose any requirement for the County to indemnify, guarantee or hold harmless the Bidder or any other person or entity, such obligation shall be only to the extent allowed by Virginia law.

- 31. CLAIMS AND LIABILITIES:** Disputes and claims arising under the Contract shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 and Section 22.1-122 applied to the County *mutatis mutandis*, as applicable. Where those code sections require written notice to the clerk of the governing body, notice shall also be given to the Purchasing Agent of the County of York, Virginia. The County shall make its final decision on any claim of the Bidder within ninety (90) days of the date the claim is submitted to the Clerk of the governing County and the Purchasing Agent of the County of York, Virginia.

Bidder shall be liable to the County for all additional costs incurred by the County due to any errors or omissions in Bidder's performance of the work.

Compliance by the Bidder with the insurance provision hereof shall not relieve Bidder from liability under the indemnification provision included in this Agreement. Bidder's indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Bidder under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. In accordance with Virginia Code section 11-4.4, the indemnification/hold harmless provisions in this Agreement shall not affect the validity of any insurance contract, workers' compensation or any agreement issued by an admitted insurer and shall be separate from and in addition to the required insurance coverage required by this Agreement.

- 32. RECORDS AND INSPECTION:** The Bidder shall maintain full and accurate records with respect to all matters covered under this Contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this Contract. The Bidder's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives after giving at least three (3) County business days' notice to the Bidder by the County. The County shall have access to such records from the effective date of this Contract, for the duration of the Contract, and for five (5) years after the date of final payment by the County to the Bidder pursuant to this Contract or any renewal or extension of this Contract. The County's employees, agents or authorized representatives, shall have access to the Bidder's facilities, shall have access to all necessary records, and shall be provided with adequate and appropriate workspace, in order to conduct audits.
- 33. ADVERTISING:** In the event a Contract is awarded for services resulting from this Invitation for Bids, no indication of such sales or services to the County will be used in product literature or advertising by Bidder without the express written permission of the County.
- 34. NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the Board pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the Board. The Parties intend for this provision to be read as broadly as possible.

35. **INVOICING:** The purchase order number shall be included on each invoice and when applicable packing slip. Failure to include this information will delay payment. Invoices shall be sent to the address specified in the County issued Purchase Order or Contract.
36. **ALTERNATIVES:** Reference Section B, paragraph 2.n of this bid document.
37. **TESTING/INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to ensure that the goods and/or services conform to the specifications. County may require a demonstration of equipment offered by Bidders.
38. **APPLICABLE POLICY:** All provisions contained in the County of York, Virginia Code Chapter 2.1, shall be applicable to all contracts solicited or entered into by the County.

End of Section D

EXHIBITS

Exhibits are provided for reference; do not complete or return them with your bid.

A Sample Contract is provided as an Exhibit.

Exhibits within the Contract shall include:

- A. Bidder's Bid
- B. Certification of Compliance with Immigration Laws and Regulations

SAMPLE CONTRACT

To be completed by the Bidder(s) selected for contract award(s). This form is not required to be completed at the time of Bid submission

**CONTRACT FOR
Youth Soccer and Basketball Jerseys**

Contract No. B124031-01

THIS CONTRACT is made effective this _____ day of _____, 2026 by and between **County of York, Virginia**, acting by and through the County Administrator, hereinafter referred to as the "**County**," and [] or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the Bidder. The County and the Bidder are collectively referred to as "the parties".

WHEREAS, Invitation for Bids B124031-VR, Youth Soccer and Basketball Jerseys ("IFB") was issued on behalf of the County; and

WHEREAS, in response to the IFB, the Bidder has submitted a timely bid to provide goods as described in its bid; and

WHEREAS, all provisions of this contract regarding insurance, indemnification and duty to defend shall be interpreted to Virginia Law to be consistent with Virginia Code §11-4.4; and,

WHEREAS, the County desires to establish a contract with the Bidder to provide the services pursuant to IFB and the Bidder's response thereto, all in strict accordance with the terms and conditions in the IFB as well as those additional terms and conditions set forth in this contract; and

WHEREAS, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, to be kept and performed by the parties in accordance with IFB# B124031-VR and the Contract Documents hereinafter enumerated, and other good and valuable consideration, the parties covenant and agree as follows:

1. Statement of Work/Incorporation.

The parties hereby incorporate the recitals set forth above as a material part of this Agreement.

The Bidder shall provide goods and/or services in accordance with the provisions of this Contract, to include and incorporate by reference: all requirements, terms and conditions of the County's IFB inclusive of addenda; and the Contract Documents hereinafter enumerated all of which are incorporated herein by reference as Exhibits:

- Exhibit A: Bidder's bid
- Exhibit B: Certification of Compliance with Immigration Laws and Regulations

It is understood and agreed that said goods and/or services (inclusive of labor, materials, tools, equipment and service) shall be furnished and said work performed and completed under the direction and supervision of the Bidder and subject to the approval of the County or its authorized representative

- 2. Guarantee:** All materials and equipment furnished by the Bidder and all work involved in this Contract shall be and the same are hereby guaranteed by the Bidder to be free from defects owing to faulty materials or workmanship for a period of 1 year following the initial term of this Agreement. All such materials and equipment, furnished by the Bidder, and all work involved in this Contract which proves defective, by reason of faulty material or workmanship within said period of 1 year, shall be replaced by the Bidder free of cost to the County.

Nothing herein shall be deemed a waiver of the County to seek any available legal or equitable remedy, a waiver by the County of any other available remedy for Contract default, a waiver by the County to seek any available remedy provided by any applicable warranty, a waiver of any applicable statute of limitations period, or a waiver of any other applicable warranty period.

3. **Payment.** The County shall pay the Bidder for goods/services rendered in the amount(s) as identified in the Bidder's Bid, and Invoice Payment Terms shall be Net 30 after receipt of proper invoice for services rendered.
4. **Term.** The initial contract period will be one year from date of award with the option to renew, at the County's sole discretion, for four (4) additional one (1) year periods. The contract shall be deemed in force only to the extent of appropriations available each fiscal year; the County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).
5. **Price Adjustment.** Prices shall remain firm for the initial contract period. Should the County exercise the option to renew the contract for additional one-year periods, the Bidder may request a price increase prior to the end of the then current period. The price increase for each renewal period shall not exceed the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Other Goods and Services, not seasonally adjusted (CUUR0000SAG), as published by the U.S. Bureau of Labor Statistics for the most recent twelve (12) month period available.
6. **Independent Bidder.** The parties agree that the Bidder is retained as an independent Bidder and not as an employee of the County. Bidder shall properly classify any employees, agents, or other persons or entities acting on behalf of the Bidder, and all such employees, agents or other persons or entities acting on Bidder's behalf pursuant to the Contract shall act in an independent capacity and not as officials, officers, agents or employees of the County, and shall not claim nor receive any County sponsored employee benefits such as worker's compensation, accident or health insurance, etc. The Bidder shall act in an independent capacity and not as official, officer, agent or employee of the County, shall not represent that Bidder is an employee or agent of the County in any way, and shall not claim nor receive any County sponsored employee benefits (such as worker's compensation, accident or health insurance, etc.).
7. **Non-exclusive.** This Contract is non-exclusive. The County may contract with other entities for the same or similar services without liability or obligation to Bidder, when it is determined that Bidder is unable to meet required specifications, delivery schedules, quantities, or other operational needs.
8. **Certification of Compliance with Immigration Laws and Regulations.** As specified and agreed in Bidder's Proposal response, Bidder certifies compliance with Immigration Laws and Regulations, in accordance with Exhibit B.
9. **Amendments/Modifications.** The parties may amend this Contract at any time, in writing, by my mutual agreement. The County Administrator or his designee may execute such amendments on behalf of the County.
10. **Suspension or Termination.** The County may terminate this Contract for convenience or cause as specified in the IFB.
11. **Required Notifications.** Bidder shall immediately notify the County in case of emergency, injury to persons, or damage to equipment or property
12. **Notices.** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

Bidder:

Name _____

Address _____

County:

Name _____

Address _____

13. **Terms and Conditions.** Except as may otherwise be stated above, all requirements, terms and conditions of the County's IFB; terms and conditions of a County issued Purchase Order (if issued); and as may otherwise be included as an Exhibit to this Contract shall apply to the Contract. Notwithstanding the preceding sentence, all provisions of this contract regarding insurance, indemnification and duty to defend shall be interpreted to Virginia Law to be consistent with Virginia Code §11-4.4
14. **Cooperative Procurement.** Section 2.2-4304 Code of Virginia (VPPA) will apply to this contract. If authorized by the Bidder, other Public Bodies may utilize this contract by placing its own order(s) directly with the successful contractor(s). The County of York acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies. In the event these entities opt to participate under the awarded contract, each will enter into a separate contract directly with the successful Contractor, at the same prices and/or discounts and incorporating all terms and conditions set forth in this contract. Each entity will be responsible for the contract administration of its contract directly with the Contractor.
15. **Governing Law and Venue.** This contract is subject to the laws of the Commonwealth of Virginia and the ordinances and regulations established by the County of York, Virginia. Any litigation with respect thereto shall be brought in the courts of the County of York, Virginia, or the United States District Court for the Eastern District of Virginia.
16. **Indemnification/Hold Harmless Agreement:** To the fullest extent permitted by law, Bidder, its officers, shareholders, employees, agents, volunteers, sub bidders, or any other person or entity acting on behalf of the Bidder, shall bear all loss, expense (including reasonable investigative and attorney's fees) and damage from any cause whatsoever arising out of, incidental to, or in connection with the performance of the Contract and shall indemnify the Owner, its officials, officers, agents and employees against and save the Owner, its officials, officers, agents and employees harmless from all claims, demands, and judgments made or recovered against the Owner because of bodily injuries, sexual abuse and molestation, personal injuries, including death, at any time resulting therefrom and/or because of damage to real or personal property, from any cause whatsoever; all such arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of Bidder, its officers, shareholders, employees, agents, sub bidders, or any other person or entity acting on behalf of the Bidder, and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of the Owner.

The Bidder shall pay all royalties and license fees. To the fullest extent permitted by law, Bidder, its officers, shareholders, employees, agents, sub bidders, or any other person or entity acting on behalf of the Bidder, guarantees to save the Owner, its officials, officers, agents and employees, harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the Contract or of which the Bidder is not the patentee, assignee or licensee and shall defend all such suits or claims. Bidder shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the

Owner or its consultants (including but not limited to the Owner's Architect). However, if the Bidder has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Bidder shall be responsible for such loss unless such information is promptly furnished to the Owner or its Consultants.

Should Bidder, its officers, shareholders, employees, agents, volunteers, sub bidders, or any other person or entity acting on behalf of the Bidder, use any of the Owner's personal property, including but not limited to all equipment, lawn and garden tools, tools of any nature, furniture and fixtures, improvements and betterments; employees; or facilities, such will be gratuitous and Bidder shall, to the fullest extent permitted by law, release the Owner, its officials, officers, agents and employees, from and indemnify and save harmless the Owner, its officials, officers, agents and employees, from and against any claims for bodily injury, personal injury, including death, and property damage, from any cause whatsoever; all such arising out of the use of any such personal property, including but not limited to equipment, lawn and garden tools, tools of any nature, furniture and fixtures, improvements and betterments; employees; or facilities, whether or not based upon the condition thereof or any alleged negligence, but excluding sole negligence, of the Owner.

This Indemnification/Hold Harmless Agreement shall be interpreted in accordance with Virginia Code Section 11-4.1 Certain indemnification provisions in construction contracts declared void.

In the event that terms and conditions contained in a contract provided by Bidder impose any requirement for the Owner to indemnify, guarantee or hold harmless the Bidder or any other person or entity, such obligation shall be null and void and deemed struck from any such document.

This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the Owner arising out of the wrongful acts, errors, omissions, negligence, fraudulent or criminal acts of the Bidder or any of the Bidder's officers, shareholders, employees, agents, volunteers, sub bidders, or any other person or entity acting on behalf of the Bidder. This paragraph shall survive the termination of this Contract including any renewal or extension thereof.

17. **Claims and Liabilities:** Disputes and claims arising under the Contract shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 and Section 22.1-122 applied to the County *mutatis mutandis*, as applicable. The County shall give its final decision on any claim of the Bidder within sixty (60) days of the date the claim is submitted to the Clerk of the governing County. A copy of the claim shall be submitted to the Purchasing Agent of the County of York, Virginia.

Compliance by the Bidder with the insurance provision hereof shall not relieve Bidder from liability under the indemnification provision included in this Contract. Bidder's indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Bidder under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. The indemnification/hold harmless provisions in this Contract shall not affect the validity of any insurance contract, workers' compensation or any agreement issued by an admitted insurer and shall be separate from and in addition to the insurance coverage required by IFB# B119140-MG incorporated herein by reference.

18. **Severability:** If any provision of the Contract resulting from this Invitation for Bids or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
19. **Headings:** The headings used in this solicitation and any resulting contract are for convenience only and are not to be construed to have legal significance.

The County of York, Virginia does not discriminate against faith-based organizations.

SIGNATURES ON FOLLOWING PAGE

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BIDDER

Name of (Vendor) [or] (Bidder)

BY _____

Print or Type Name

TITLE _____

COUNTY OF YORK, VIRGINIA

BY _____

Print or Type Name

TITLE _____

County Attorney Use Only
APPROVED AS TO FORM

County Attorney

Date

(SAMPLE CONTRACT, Continued)

EXHIBIT A
Bidder's Bid

(A copy of the Bidder's Bid is inserted here)

EXHIBIT B
Certification of Compliance with Immigration Laws and Regulations

(A copy of the signed Certification is inserted here)

END OF SAMPLE CONTRACT

EXHIBIT B**Certification of Compliance with Immigration Laws and Regulations**

Section 2.2-4311.1 of the Code of Virginia requires every public body to provide in every written contract that the Bidder does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. State law places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the County of York or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Bidder (Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)

Type of Business Entity:

Sole proprietorship (Provide full name and address of owner):

Limited Partnership (Provide full name and address of all partners):

General Partnership (Provide full name and address of all partners):

Limited Liability Company (Provide full name and address of all managing members):

Corporation (Provide full name and address of all officers):

Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address):

Number of Employees: _____

Are all Employees Who Work in the United States Eligible for Employment in the United States? _____

Under penalties of perjury, I declare on behalf of the Business Entity listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Bidder's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the Business Entity that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 20__ on behalf of _____

as evidenced by the following signature and seal:

Name of Business Entity: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

NOTARIZATION:

STATE: _____, CITY/COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me

this _____ day of _____, 20__

by _____
(Name of Person seeking acknowledgment)

Notary Public's signature: _____

Notary registration Number: _____ *Notary Seal*

My commission expires: _____

SUBMITTAL DOCUMENTS

- ☐ Form A: Bid Form (Include responses to all sections)
- ☐ Form B: SWAM Information
- ☐ Form C: References
- ☐ Form D: Proprietary Information



FORM A BID FORM

(Completed Form Shall Be Submitted as Bid Cover Pages)

DO NOT SUBMIT YOUR RESPONSE THROUGH eVA. Only responses submitted directly to Central Purchasing will be considered.

IFB Number:	B124031-VR
Bid Name:	Youth Soccer and Basketball Sports Jerseys
Due Date and Time:	July 30, 2026, 3:00pm EST.

BIDDER INFORMATION	
Firm/Company Name (Legal Name)	
Mailing Address	
Payment Address (if different from Mailing Address)	
Firm Telephone Number	() -
Employer Identification Number (EIN)	-
Social Security Number (only if a EIN is NOT provided)	- -
Representative Name/Title	
Representative Telephone Number	
Representative Email Address	

1. **BASIS OF BID:** In submitting a bid, the undersigned agrees and acknowledges that the bid is made in accordance with the provisions and requirements, terms and conditions, exhibits, attachments, and addenda of IFB # B124031-VR.

Bidder acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation For Bids:

Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____

Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____

Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

2. **DEBARMENT/SUSPENSION:** By submitting a bid, unless stated in the "Exceptions" section below, the Bidder certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Bidder from award of a contract.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

3. **INDEMNIFICATION:** The County of York cannot legally agree to any clause indemnifying the Bidder/Bidder from any damages arising out of a contract or hold the Bidder/Bidder harmless. The submission of a bid/proposal constitutes an agreement by the Bidder/Bidder not to request such language in a resulting contract.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

4. **EXCEPTIONS:**

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- ☐ Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- ☐ Bidder takes exception to terms, conditions, requirements, or specifications stated herein. Bidder must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted:

Exceptions taken from the stated terms or specifications may be cause for bids to be deemed "non-responsive".

5. **ANTI-COLLUSION CERTIFICATION:** The undersigned certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Bidder understands collusive activity is a violation of law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

6. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

Virginia State Corporation Commission (“SCC”) registration information: The undersigned firm:

- ☐ is a corporation or other business entity with the following SCC identification number, SCC# _____, 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 firm 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 firm’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 firm’s current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of Section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia, OR
- ☐ Currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the firm to submit the SCC identification number after the due date for bids (The County reserves the right to determine in its sole discretion whether to allow such waiver).

Note: The “Firm Name” as submitted in response to this solicitation should **exactly** match the name registered with the state for the above specified SCC identification number. Inconsistencies may result in rejection of your submittal.

County of York: Businesses with whom the Board does business shall comply with the Count of York, Virginia Business License requirements. Contact the Commissioner of Revenue’s office for requirements (757-890-3383).

DELIVERY: Bidders MUST insert a definitive time frame IN CALENDAR DAYS, within which delivery will be made after receipt of order (ARO). Delivery in _____ days.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

7. **PAYMENT TERMS:** Indicate the payment terms that you intend to offer to the County.

- ☐ "Net 30"
☐ **Other, Specify** _____

If payment terms are not specified above, then the terms shall be "Net 30 Days".

8. **AUTHORIZATION TO UTILIZE DIGITAL SIGNATURES**

By signing below with an original signature, and returning this document with your response in accordance with this solicitation's submittal requirements, you agree that original signatures transmitted and received via facsimile, email or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. An Agreement or other communications resultant from this solicitation may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Any document requiring notarization must be provided as an original (not as an electronic document).

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This form must be signed. All signatures must be original and not photocopies.)

9. BID**BIDDER NAME:** _____

The Bidder shall provide firm-fixed unit pricing for the items listed below for evaluation.

All pricing shall include all labor, materials, equipment, and incidentals necessary to provide the jerseys in accordance with the specifications.

No additional fees shall be permitted.

Line No.	Item Description	Quantity (OR) Estimated Quantity	U/M	Unit Price	Extended Price
01	Youth Soccer Jerseys (XS - XL)	1,058	Each	\$	\$
02	Adult Soccer Jerseys (S – XL)	350	Each	\$	\$
03	Youth Reversible Basketball Jerseys	574	Each	\$	\$
04	Adult Reversible Basketball Jerseys	267	Each	\$	\$
TOTAL PRICE					\$

Optional Rush Order Fee

Line No.	Item Description	Quantity (OR) Estimated Quantity	U/M	Extended Price
01	Rush Order (less than 14 days)	N/A	Each	\$
TOTAL PRICE				\$

All prices shall be F.O.B. Destination: Freight, delivery costs, fuel, and incidental charges shall be included.

In accordance with the terms and conditions, requirements, and scope of work/specifications of this Invitation for Bids, the undersigned agrees to furnish any or all the items and/or services. The undersigned acknowledges that its bid offer is valid for a period of **90 days** from the due date and certifies they have read, understands, and agrees to all terms, conditions, and requirements of the Invitation for Bids, and is authorized to contract on behalf of firm named below.

Check one box below to identify your organization type. The list identifies who must sign the applicable form.

- ☐ Sole Proprietorship: The signature below must be that of the owner of company. *[Resolution Forms #1, 2, 3 and 4 are not applicable]*.
- ☐ Partnerships: The signature below must be that of at least one of the partners, using the term “member of the firm” or “general partner”. *[Resolution Forms #1, 2, 3 and 4 are not applicable]*.
 - Is the Partnership “General” or “Limited”? _____
- ☐ LLC’s: The signature below must be that of a “member”, or by the “manager” as designated on LLC Resolution Form #1 or #2.
- ☐ Corporations: The signature below must be that of a duly authorized representative of the corporation as designated on Corporate Resolution Form #3 or #4.

REQUIRED DOCUMENTATION:

- With the submitted bid document, all LLC and Corporate business entities should provide a resolution that identifies the individual that is authorized to sign the bid. One of the four forms provided on the following pages may be used. The form must be provided prior to contract award. *[Resolution forms #1, 2, 3 and 4 do not apply to Sole Proprietorships or Partnerships]*.
- Prior to Award, if the awarded vendor is an LLC, the company’s Articles of Organization and the Operating Agreement must be provided prior to contract award. Partnerships may be required to produce a Partnership Agreement.

[The entity responding to the solicitation must demonstrate the signatory authority and provide governance documents to the satisfaction of the County of York, Virginia]

All signatures must be original and not photocopies.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

LLC RESOLUTION FORM
 (#1, For a Sole/Single Member)

 (Name of Company)
 a _____ **LIMITED LIABILITY COMPANY**
 (Name of State)

THE UNDERSIGNED, being a sole member of

 (Name of Company)

a _____ **limited liability company** (the "Company"), does hereby state
 (Name of State)

that the following resolutions are hereby approved by written consent of the member, pursuant to terms of the Limited Liability Company Agreement of the Company, and that the member's signature below stands for an affirmative vote and approval of the following resolutions:

BE IT RESOLVED that _____, as
 (Name of member or manager)

_____, is hereby fully authorized and empowered
 (Title of member or manager)

to enter into agreements, contracts and arrangements, to execute, sign or endorse on behalf of and in the same agreements and to affix the company seal on such documents.

BE IT FURTHER RESOLVED that all Bid and Contract documentation related to County of York, Virginia, solicitation number _____ shall be covered under this
 (IFB Number)
 resolution.

THESE RESOLUTIONS have been duly adopted by the member of the Company as of the
 _____ day of _____, 20_____.
 (day) (month) (year)

 (Signature)

 (Printed Name and Title)

NOTARIZATION:

STATE: _____, CITY/COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me

this _____ day of _____, 20_____

by _____
 (Name of Person seeking acknowledgment)

Notary Public's signature: _____

Notary registration Number: _____

My commission expires: _____

Notary Seal

LLC RESOLUTION FORM
 (#2, For Multiple Members or Managers)

I, _____, do hereby certify that at a
 (Authorized Member or Manager)
 meeting of the Board of Directors of Managing Members of

_____, a limited liability company organized
 (Name of company)

under the laws of _____, held on the _____ day of
 (Name of State) (Day Number)

_____, at which said meeting a quorum was
 (Month) (Year)

present and voting throughout, the following resolution, upon motions made, seconded and carried, was duly adopted and is now in full force and effect:

RESOLVED, that _____,
 (Name of Member or Manager)

be, and is, hereby fully authorized and empowered to enter into agreements, contracts and arrangements, to execute, sign or endorse on behalf of and in the same agreements and to affix the company seal on such documents.

BE IT FURTHER RESOLVED that all Bid and Contract documentation related to County of York, Virginia, solicitation number _____ shall be covered under this
 (IFB Number)
 resolution.

I further certify that the authority thereby conferred is not in violation of the Articles or Certificate of Formation, or the Operating Agreement of this limited liability company, and that the following is a true and correct list of officers of this limited liability company as of the present date:

(Name)	(Title)

 (Signature)

 (Printed Name and Title)

NOTARIZATION:

STATE: _____, CITY/COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me

this _____ day of _____, 20____

by _____
 (Name of Person seeking acknowledgment)

Notary Public's signature: _____

Notary registration Number: _____

My commission expires: _____

Notary Seal

CONSENT OF SOLE CORPORATE DIRECTOR
IN LIEU OF ANNUAL MEETING

(#3, For Single Officer Corporations)

Pursuant to the bylaws of the corporation, the undersigned, being the sole shareholder and sole director of _____ (name of corporation), a Virginia _____ (type of corporation), hereby consents to the following in lieu of the annual meeting for the year _____.

The following person is hereby elected to the office set opposite his/her name to serve until the annual meeting for the year _____:

_____ Name _____ Title

_____ Name _____ Title

Said officers are authorized in the name of and on behalf of the corporation to execute a bid and any resulting agreement between _____ (name of corporation) And the COUNTY OF YORK, VIRGINIA for goods and/ or services as provided for in COUNTY bids and to execute any and all documents required by said COUNTY In connection therewith or necessitated thereby.

There being no further business, this unanimous consent is hereby adopted by the undersigned.

(signature of authorized individual)

Date: _____

Commonwealth/State _____

City/County of _____ to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (name of individual), personally known to me (or proved to me on the basis of satisfactory evidence).

Notary Public

My commission expires: _____

CORPORATE RESOLUTION FORM
 (#4, For Multiple Officer Corporations)
RESOLUTION OF THE BOARD OF DIRECTORS OF

(Insert Name of Corporation)

At a meeting of the Board of Directors of the corporation held pursuant to due notice in the offices of the corporation at _____, on the _____ at _____,
City, State Date Time*
 a quorum being then and there present, the following resolution was proposed and adopted:

RESOLVED that _____
Name of authorized individual
 shall be authorized in the name of and on behalf of the corporation to execute a bid and any resultant agreement between

(Insert Name of Corporation)

and COUNTY OF YORK, VIRGINIA (COUNTY) for goods and/or services as provided for in COUNTY bids and to execute any and all documents required by said COUNTY in connection therewith or necessitated thereby;

BE IT FURTHER RESOLVED that a Staff Member of the corporation be and hereby is authorized to affix and attest the corporation's seal to said agreement and any and all such other documents; and any and all actions heretofore taken by the corporation and/or its officers or agents or any of them with respect to the foregoing are hereby approved, ratified and confirmed.

**NOTE: Date of above meeting must not be earlier than date of applicable agreement.*

----- CERTIFICATE -----

I, the undersigned,

Staff Member Name

of _____
Name of Corporation

do hereby certify that the foregoing Resolution was adopted at the meeting aforesaid, conducted pursuant to due and lawful notice to all members of the Board of Directors of the corporation and in accordance with law and the articles of incorporation and bylaws of the corporation, at which meeting a quorum was at all times present. I also certify that said Resolution has not been amended, modified or rescinded and is still in effect. I further certify that

Name of authorized individual

whose name is signed to the document or documents described in the Resolution, did lawfully hold employment with the corporation on the date of execution of such document or documents.

Staff Member Signature

NOTARIZATION:

STATE: _____, CITY/COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me

this _____ day of _____, 20_____

by _____
(Name of Person seeking acknowledgment)

Notary Public's signature: _____

Notary registration Number: _____

Notary Seal

My commission expires: _____

10. CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

If as a result of this solicitation the bidder is awarded a contract, he/she will be required to sign the CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS form (see Exhibits), which includes provisions that the Bidder does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

By signing below, you agree to the requirements of the Exhibit entitled CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.		
Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) 2 Business name/disregarded entity name, if different from above. 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions 5 Address (number, street, and apt. or suite no.). See instructions. 6 City, state, and ZIP code 7 List account number(s) here (optional) Requester's name and address (optional)	
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.		
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person	Date

50

FORM B
SMALL, WOMEN-OWNED, MINORITY, AND SERVICE DISABLED
VETERAN-OWNED BUSINESS OPPORTUNITIES

Rev: 11-02-2023

This form may be submitted with the bid or be submitted prior to award.

BIDDER NAME: _____

Economic value may be achieved through the enhancement of small businesses (SBE), women-owned businesses (WBE), minority businesses (MBE), and service disabled veteran-owned small business (SDV), collectively known as SWAM.

Bidders and potential sub bidders are encouraged to communicate and collaborate using the B2B Connect tab on the solicitation webpage on eVA.

If you intend to subcontract with SWAM firms, please indicate the anticipated value of the work (by discipline) that may be directed to SWAM firms.

<u>Subcontracted Work Discipline</u>	<u>Anticipated Value</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If you are a SWAM firm please check one of the following boxes:

SBE

☐

WBE

☐

MBE

☐

SDV

☐

FORM C
REFERENCE PAGE
MUST BE FOR EQUIVALENT SERVICES
(Completed Form Shall Be Submitted with the Bid)

BIDDER NAME _____

Reference 1

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Products:		Contract Amount: \$	

Reference 2

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Products:		Contract Amount: \$	

Reference 3

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Products:		Contract Amount: \$	

The County reserves the right to conduct additional reference checks.

FORM C
REFERENCE PAGE
MUST BE FOR EQUIVALENT SERVICES
(Completed Form Shall Be Submitted with the Bid)

BIDDER NAME _____

Reference 4

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Products:		Contract Amount: \$	

Reference 5

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Products:		Contract Amount: \$	

Reference 6

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Products:		Contract Amount: \$	

The County reserves the right to conduct additional reference checks.

FORM D
PROPRIETARY INFORMATION
 (Completed Form Shall be Submitted with the Bid)

BIDDER NAME _____

Trade Secrets or Proprietary information submitted by a Bidder or Bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder or Bidder must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. A bidder, Bidder, or bidder shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices. (Section 2.2-4342(F)(c) of the Code of Virginia).

Please mark one:

() **No**, the bid does not contain any trade secrets and/or proprietary information.

() **Yes**, the bid does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Bid Proprietary. Bidders are encouraged to provide a single redacted electronic copy of the bid (i.e. CD or Thumb Drive) with the Original paper bid if proprietary information is contained in the bid.**

we

Please complete and place this mailing label on your submittal envelope/package.

The County assumes no responsibility for misrouted documents and will not consider them if they are received in the Central Purchasing office after the specified date and time deadline.

Mailing Label

✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂
✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂ ✂

Solicitation No.: B124031-VR

Title: Youth Soccer and Basketball Sports Jerseys

Closing Date/Time: July 30, 2026, by 3:00 P.M. (EST.)

From: _____

Name of Bidder

Address of Bidder: _____

Deliver To: County of York

Central Purchasing Office

Attn: Victor Robinson

PO Box 532

120 Alexander Hamilton Blvd.

Yorktown, VA 23690

Alternatively, bids may be submitted electronically to bid@yorkcounty.gov, using the **Bid Number** as the “**Subject Line**”. File size is restricted to 25MB. A “paper” copy will not be required. **Do not email your response directly to the Contract Officer.** The County shall not be responsible for misrouted email (i.e.: mail delivered as SPAM; sent to an alternative email account; undeliverable due to file size; etc.).