

Contract Terms and Conditions

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Terms and Conditions

I. SPECIAL PROVISIONS

I.1 SCOPE OF WORK

REQUEST FOR INFORMATION

SPORTSTOURISMOPPORTUNITIESAT COUNTY GOVERNMENTCENTER PARK PRINCE WILLIAM, VA

Introduction:

The Prince William Board of County Supervisors (BOCS) is seeking information from interested parties regarding their vision for expanding sports tourism opportunities at County Government Center Park (CGCP).

This is not a solicitation for quotations, bids, or proposals. No contract award will result from this RFI. The County may contact Respondents, at its sole discretion, for additional information following the RFI.

Response to this RFI is NOT mandatory to be considered for any future solicitation for services. The County will determine, in its sole discretion, whether to proceed with a solicitation following the RFI. It is entirely the Respondent's responsibility to remain informed of the County's issuance of any future solicitations. The County assumes no liability for failure of Respondents to obtain and respond to any such solicitation.

Purpose:

The County's purpose in issuing this RFI is to obtain information from individuals/providers interested in the redevelopment or alternative uses of County Government Park Center.

Background:

The County Government Center Park, located in eastern Prince William County, is a 65-acre tract of land that supports both public and private recreation. Pfitzner Stadium, home of Minor League Baseball affiliate, Potomac Nationals, makes-up approximately 7 acres of the park, not including parking. Three public softball fields and a national-caliber BMX track occupy approximately 15 acres, Six acres is used for shared use parking. After 33 years as a tenant of Pfitzner Stadium, the Potomac Nationals are seeking to relocate to another jurisdiction. The BOCS is interested in maintaining a semi-professional baseball club in CGCP, but is equally interested in alternative uses that will have the greatest community impact. The BOCS envisions the potential for a public-private partnership to optimize the sports tourism potential for this 65-acre tract. All ideas should consider a balance of local resident use/access, economic impact, market competition, environmental sensitivity, and tourism.

Site Address:

County Government Center Park
1 County Complex Court
Woodbridge, VA, 22192

Site Details:

CGCP is conveniently located 7 miles from I-95, 26 miles from Dulles International Airport, and 28 miles from Reagan National Airport. There are approximately 4,200 hotel rooms available within a 10-mile radius; 2,960 housing units within a one-mile radius; and 60,716 units within a five-mile radius. There are 523,876 people living within a 10-mile radius of the site with an average household income of \$113,000.

In addition to CGCP, there are two others parcels that may have development potential as part of a larger project: the land south of the Central District Police Station, owned by the County, and a private tract directly west of CGCP. All parcels are zoned A-1. All sites contain steep slopes and riparian Resource Protection Areas that limit development. The private tract contains a cemetery. An electronic, interactive map can be viewed at the hyperlink below:

<http://pwcgov.maps.arcgis.com/apps/webappviewer/index.html?id=3cab4ed1506d41d19efe0de8429a94cc>

Pfitzner Stadium:

Prince William County owns the 5,200-seat Pfitzner stadium. The stadium is 34 years old and is nearing the end of its useful life. In 2013, the County renovated the ball club's administrative offices at Pfitzner stadium, following a fire. In 2015, the County renovated and expanded the visitors' clubhouse to comply with Minor League Baseball standards. In 2006 and 2016, the County made repairs to the steel bleachers. The current field lights are due for replacement. Most critically, the first base line is not long enough (315' vs 325') and the field orientation fails to meet Minor League Baseball standards. The Potomac Nationals have up to two additional seasons in their lease: 2019 and 2020. Their lease expires on December 30, 2020.

Programing Parameters:

Local adult softball leagues heavily use the three 300' softball fields at CGCP. Any design proposal would ideally include three 300' fields. The BMX track is a heavily used community amenity and national race venue. Any design proposal would ideally preserve the track—either in place or relocated on-site. Lighting and structural upgrades for the track would allow the County to attract more regional and national races. The County does not have a set vision for the arrangement of site elements/features on the site(s) and is open to all options.

Site Visit:

For a tour of the site, please contact Brent Heavner at bheavner@pwcgov.org.

Preferred Respondent Qualifications:

Respondents shall submit RFI information in writing as a Microsoft Word, PowerPoint, or PDF file.

- Name of lead organization or individual submitting
- Name(s) of additional partners (individual and/or organization) and their interests in the project
- Extent of experience in sports management and/or sports facility development
- Description of unique qualifications that make you an ideal partner to lead a redevelopment project with the County at the CGCP.
- Assessment of economic viability of the CGCP site for sports tourism and the types of uses you envision.
- Articulation of a vision for the property.
- The type of financial arrangement you envision with the County.

I.2 ADDITIONAL USERS

The Contractor may authorize the extension of the contract to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing, and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the contractor's responsibility to notify public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the Contract terms and conditions.

The County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the contractor.

I.3 EMPLOYMENT SERVICES ORGANIZATIONS

1. Where it is practicable for the Contractor to subcontract any portion of the awarded Contract, the Contractor is encouraged to offer such business to Employment Services Organizations. Find a list of Virginia ESOs at <https://www.vadars.org/essp/esolist.aspx>.

2. Each Prime Contractor who is awarded a Contract where using an ESO is a condition of the award, shall deliver to the agency or institution, on or before request for final payment, evidence and certification of compliance. When an ESO receives a subcontract for a portion of the Contract and upon completion of the Contract, the Contractor agrees to furnish the Purchasing Office, at a minimum, the following information: name of ESO, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the Contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

II. GENERAL PROVISIONS

II.1 ADDENDUM TO THE SOLICITATION

If changes or clarifications to the Solicitation are necessary, a written Addendum shall be issued. In addition, the County may, at its sole option, extend the due date and time for receipt of solicitations. Addenda will be posted on the Prince William County Procurement website under the specific solicitation. It is strongly recommended that interested Offerors view the website to verify issuance of addenda to the RFP prior to submitting a response.

II.2 AGREEMENT OF CONFIDENTIALITY

The contractor shall sign an agreement of confidentiality to guarantee that any data structure, report, or application supported for the County shall not be reverse engineered or supplied to any other customer or jurisdiction unless the contractor has copyright to do so.

II.3 ANTI-DISCRIMINATION

(Bidder/Offeror) certifies to the County that they shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act, § 2.2-4200 et seq. of the Code of Virginia, the Virginians With Disabilities Act, the Americans With Disabilities Act, as amended, and § 2.2-4311 of the Code of Virginia. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over \$10,000 the provisions in subsections 1. and 2. below apply:

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

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

2. The contractor will include the provisions of subsection 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

II.4 ANTITRUST

By entering into the Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under the Contract.

II.5 GOVERNING LAW, COURTS, AND LEGAL COMPLIANCE

The solicitation and the Contract shall be governed by the Constitution and laws of the Commonwealth of Virginia. Any litigation arising out of or related to the solicitation and the Contract shall be brought in a state court located in Prince William County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, and any appropriate appellate court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction. The Contractor shall comply with all applicable federal, Virginia, and County laws, codes, ordinances, regulations, permits, and requirements.

II.6 AUTHORIZED TO CONDUCT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law or regulation. Any business entity described above that enters into a contract with the County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, or any other Virginia law or regulation, 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 these provisions.

II.7 AUTOMATIC CLEARING HOUSE (ACH) PAYMENT PROGRAM

If you currently receive payment in check form, we encourage you to participate in our ACH payment program. Enroll by going to www.pwcgov.org/purchasing and update your vendor profile. For questions regarding direct deposit/ACH payments please contact 703-792-8060 or financevendorrequests@pwcgov.org.

II.8 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The County shall be bound under the contract only to the extent of the funds which are available or may become available for the purpose of this contract. Funding for this contract in any succeeding fiscal year is subject to appropriation by the Board of County Supervisors. If funds are not appropriated for any succeeding fiscal year, the County may terminate this contract and the County shall be liable only for payments due through the date of termination.

II.9 CLAIMS/DISPUTES

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365 of the Code of Virginia is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten business days after the occurrence of the event giving rise to the claim, or within ten (10) business days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

All claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) calendar days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) calendar days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) calendar days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) calendar days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) calendar days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) calendar days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.10 CLARIFICATION OF TERMS

If any prospective Contractor has questions about the specifications or other solicitation documents, the prospective Contractor should contact the County representative whose name appears on the face of the solicitation no later than seven (7) calendar days before the due date. Any revisions to the solicitation will be made only by amendment issued by the County representative.

II.11 COMPETENCY OF BIDDER

No bids will be accepted from or award made to any bidder and/or offer that is in arrears, or is in default to the County upon any debt or Contract, or that has defaulted as surety or otherwise upon any obligation to the County, person, firm, or corporation. If requested, the bidder must provide evidence to the contrary within forty-eight (48) hours upon request. Person, firm, or corporation, shall submit a bid which conforms in all material respects to the Solicitation.

Person, firm, or corporation, shall have the capability with adequate: financial resources, facilities, experience, insurance and licenses, adequate: services, vehicles, and skilled personnel to provide goods and/or services as required by the Solicitation as determined through evidence submitted, reputation, past performance, public records, site visits, and references available to the County. Person, firm, or corporation, shall comply with the required delivery period and/or performance period.

II.12 CONFIDENTIALITY

The County shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required under the Virginia Freedom of Information Act, Virginia Code Section 2.2-3700 et seq. of the Code of Virginia, and the Virginia Public Procurement Act, Virginia Code Section 2.2-4342 et seq. of the Code of Virginia. Proprietary information that is submitted must shall be identified as such at the time of submission, and shall not be disclosed to the public or competing Offerors at any point in time, presuming the proprietary information was properly identified by the Offeror and entitled to protection under the Virginia Freedom of Information Act and Virginia Code Section 2.2-4342. An Offeror shall not designate as trade secrets or proprietary information (a) an entire proposal or prequalification application; (b) any portion of a proposal or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total proposal or prequalification application prices.

The Purchasing Manager or Purchasing staff shall have no responsibility for the premature opening or disclosure of a proposal not properly addressed and identified.

II.13 DEBARMENT STATUS

The Contractor certifies that they are:

1. not currently debarred by the County from submitting a response for the type of goods and/or services

- covered by this Solicitation;
2. not debarred from filling any order or accepting any resulting order; and
 3. not an agent of any person or entity that is currently debarred by the County.

II.14 ETHICS

This solicitation is subject to the provisions of the Virginia State and Local Government Conflict of Interests Act, § 2.2-3100 et seq. of the Code of Virginia. No member of the Board of County Supervisors, any advisory or judicial body of Prince William County, or any other officer or employee of Prince William County, or any member or employee of any agency, commission, board, or corporation, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a contractor or subcontractor in connection with any bid, or have a personal interest therein as defined by Section 2.2-3101 VA Code Ann.

All bids or proposals submitted must be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements, without collusion or fraud. Collusive bidding is a violation of Virginia and federal law and can result in fines, prison sentences, and civil damage awards.

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

No person who, for compensation, assisted in the preparation of a Solicitation for the County shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not publicly available.

II.15 EXAMINATION OF RECORDS

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access for records, books, documents, and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

II.16 HOLD HARMLESS, DEFEND, AND INDEMNIFY THE COUNTY

The Contractor shall indemnify, defend at its own expense, and hold harmless the Board of County Supervisors of Prince William County, Virginia, and their officers, agents, employees, and volunteers, from any and all injuries, damages, and losses however or by whomever sustained, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts, errors, and omissions of the Contractor, including its agents, subcontractors, employees, and volunteers, in connection with this Contract.

II.17 IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

II.18 LICENSE, SERVICE, AND MAINTENANCE AGREEMENTS

The Prospective Contractor shall submit all license, service, and maintenance agreements that require the County's signature as attachments to the Solicitation response. County review, negotiation, and approval of all terms contained in these documents shall be a condition of the contract award.

II.19 DISCRIMINATION AGAINST PROSPECTIVE CONTRACTORS PROHIBITED

Pursuant to Virginia Code Section 2.2-4310 and Section 2.2-4343.1, the County shall not discriminate against a Prospective Contractor or Contractor in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, or any other basis prohibited by Virginia law relating to discrimination in employment, or because the Prospective Contractor employs ex-offenders unless the County agency, department, or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If a faith-based organization receives a Contract award, and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the County shall offer the individual, within a reasonable period of time after the date of the objection, access to equivalent goods, services, or disbursements from an alternative provider.

II.20 PUBLIC ACCESS TO PROCUREMENT INFORMATION

Except as provided in the Purchasing Regulations, all proceedings, records, contracts, and other public records pertaining to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act, Virginia Code Section 2.2-3700 et seq.

Cost estimates relating to a proposed transaction prepared by or for the County shall not be open to public inspection.

In accordance with Virginia Code Section 2.2-4342, any Bidder, upon request, shall have the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award. Any Offeror, upon request, shall have the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations

of proposals are completed, but prior to award. Solicitation response records shall not be made available in the event the County rejects all responses and reopens the Solicitation. Solicitation response records shall be open to public inspection only after the award of the contract.

Any inspection of procurement records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Trade secrets or proprietary information submitted by a Prospective Contractor or Contractor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Prospective Contractor or Contractor shall:

- (i) invoke the protections of this section prior to or upon submission of the data or other materials,
- (ii) identify the data or other materials to be protected, and
- (iii) state the reasons why protection is necessary. The identification or classification of an entire response document, line item prices, and/or total prices as proprietary or trade secrets is not acceptable. If, after being given a reasonable time to revise the unacceptable identification or classification, a Prospective Contractor refuses to withdraw an entire classification designation, the County will consider the bid to be nonresponsive or reject the proposal.

II.21 QUALIFICATIONS OF (BIDDERS/OFFERORS)

The County may make such reasonable investigations as it deems necessary and proper to determine the ability of the (bidder/offeree) to perform the services and/or furnish the goods, and the (bidder/offeree) shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The County further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, the (bidder/offeree) fails to satisfy the County that the (bidder/offeree) is properly qualified to carry out the obligations of the contract, and to provide the services and/or furnish the goods.

II.22 TAXES

The County is exempt from the payment of any Federal excise or any Virginia sales tax. However, when under established trade practice any Federal excise tax is included in the list price, the Prospective Contractor may quote the list price and shall show separately the amount of Federal tax in its Solicitation response as a flat sum, which the County shall deduct.

II.23 TERMINATION FOR CONVENIENCE OF THE COUNTY

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed.

In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided.

This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. Cost of work performed or supplies delivered;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above; and
 - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.24 USE OF BRAND NAMES

Unless otherwise provided in the Solicitation, the name of a certain brand, make, or manufacturer, or definite specifications is to denote the quality standard of article desired, but does not restrict bidders to the specific brand, make, manufacturer, or specifications; it is to set forth to convey to prospective Bidders the general style, type, character, and quality of article desired.

Any other brand, make, device, or equipment, which is recognized as an equal product, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, shall be considered responsive to the specifications in the County's sole discretion.

II.25 VENDOR REGISTRATION

Prospective Contractor shall be a registered Prince William County vendor before submitting a response to this Solicitation. Vendors can register themselves at <http://www.pwcgov.org/bid>.