

**CONTRACT #P9229-01**  
**For**  
**Concrete Lifting and Leveling Services**

THIS CONTRACT is made effective this 2nd day of May, 2023 by and between the **County of York, Virginia**, acting by and through the County Administrator, hereinafter referred to as the "**County**," and RPC Industries, Inc. **dba JACKCRETE** of Virginia or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**Contractor**", collectively, "the parties".

WHEREAS, in response to the County's Request for Proposals (RFP) # P9229-MG entitled Concrete Lifting and Leveling Services, the Contractor has submitted a timely Proposal to provide services as described in its sealed Proposal (**Exhibit 1**), and the County desires to contract with the Contractor to provide the services; and

WHEREAS, in accordance with County Ordinance 21-13 the parties have mutually agreed to negotiated changes to the initial Proposal; and

WHEREAS, in consideration of the payments to be made by the County of York, and other good and valuable consideration, the parties covenant and agree as follows:

1. **Statement of Work.** The Contractor shall provide the services in accordance with the provisions of this Contract, to include and incorporate by reference all terms and conditions and other stated requirements of the County's RFP inclusive of addenda, and the Exhibits identified below and attached to this Contract.
  - Exhibit 1: Offeror's Proposal
  - Exhibit 2: Negotiated Changes to the Proposal
  - Exhibit 3: Certification of Compliance with Immigration Laws and Regulations
  - Exhibit 4: Insurance Requirements
  - Exhibit 5: Student Contact Certification
2. **Payment.** Unless otherwise stated in Exhibit 2, the County shall pay the Contractor for services rendered in the amount(s) as identified in the Contractor's Proposal, and Invoice Payment Terms shall be Net 30 after receipt of proper invoice for services rendered.
3. **Performance Period.** The Contractor shall commence work within 10 calendar days after receipt of Notice to Proceed.
4. **Term.** The initial contract period will be for one (1) year from the date of the contract, 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. **Independent Contractor.** Contractor is an independent contractor, and its employees shall not be classified as County employees and shall not claim nor receive any County employee benefits (such as worker's compensation, accident or health insurance, etc.).
6. **Non-exclusive.** This Contract is non-exclusive. County may contract with other entities for the same or similar services without liability or obligation to Contractor.
7. **Certification of Compliance with Immigration Laws and Regulations.** As specified and agreed in Contractor's Proposal response, Contractor certifies compliance with Immigration Laws and Regulations, in accordance with Exhibit 3.
8. **Insurance.** The Contractor shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation in accordance Exhibit 4.

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 RFP.
11. **Required Notifications.** Contractor 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. 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. 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:

**Contractor:**

RPC Industries, Inc. dba JACKCRETE of Virginia  
705 Industry Drive, Hampton, VA 23661  
Email: [bryan@jackcrete.com](mailto:bryan@jackcrete.com)

**County:**

Christine Joyce  
120 Alexander Hamilton Blvd, Yorktown, VA 23690  
Email: [Christine.Joyce@yorkcounty.gov](mailto:Christine.Joyce@yorkcounty.gov)

13. **Terms and Conditions.** Except as may otherwise be stated above, all requirements, terms and conditions of the County's RFP; 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.
14. **Conflict.** In the event of a conflict between the Contract Documents referenced below, the following shall control:
  - County issued contracts take precedence over County issued Purchase Orders terms and conditions (if issued).
  - County issued solicitations take precedence over County issued Purchase Order terms and conditions.
  - County issued contracts take precedence over County issued solicitations.
  - A solicitation's Contract Specific Terms and Conditions takes precedence over a solicitation's General Terms and Conditions.
  - County issued documents shall in all cases prevail over a Contractor supplied contract document, unless specifically agreed in writing by the County
15. **Student Contact Certification.** The Contractor certifies that it, its employees, and its subcontractors who will have direct contact with students on public property or sponsored events has not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. Reference Exhibit 5.

***SIGNATURES ON FOLLOWING PAGE***

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

**Contractor**

RPC Industries, Inc. dba JACKCRETE of Virginia

BY Bryan T. Heldreth

Bryan T. Heldreth  
Print or Type Name

TITLE president

**COUNTY OF YORK, VIRGINIA**

BY Christine Joyce

Christine Joyce, CPPB, VCA

TITLE Purchasing Agent

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**EXHIBIT 1  
(OFFEROR'S) PROPOSAL**

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## FORM A PROPOSAL FORM

(Completed Form Shall Be Submitted as Proposal Cover Pages)  
**DO NOT SUBMIT YOUR RESPONSE THROUGH eVA.**  
**Only paper responses submitted directly to Central Purchasing will be considered.**


<b>RFP Number:</b>	P9229-MG
<b>Proposal Name:</b>	Concrete Lifting and Leveling Services
<b>Due Date and Time:</b>	March 23, 2023 at 11:30 a.m.

OFFEROR INFORMATION	
<b>Firm/Company Name (Legal Name)</b>	RPC Industries, Inc. DBA JACKCRETE of Virginia
<b>Mailing Address</b>	705 Industry Dr. Hampton, VA 23661
<b>Payment Address (if different from Mailing Address)</b>	
<b>Firm Telephone Number</b>	( <u>757</u> ) <u>827</u> - <u>7822</u>
<b>Employer Identification Number (EIN)</b>	<u>54</u> - <u>1126289</u>
<b>Social Security Number (only if a EIN is NOT provided)</b>	<u>      </u> - <u>      </u> - <u>      </u>
<b>Representative Name/Title</b>	Bryan Heldreth
<b>Representative Telephone Number</b>	(757) 879-2371
<b>Representative Email Address</b>	bryan@jackcrete.com


- 1. **BASIS OF PROPOSAL:** In submitting a proposal, the undersigned agrees and acknowledges that the proposal is made in accordance with the provisions and requirements, terms and conditions, exhibits, attachments, and addenda of RFP # P9229-MG.

Offeror acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request for Proposals:

Addendum No. N/A Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Firm Name: RPC Industries, Inc.  
 Print Name: Bryan Heldreth Title: President  
 Signature:  Date: 3/22/2023

- 2. **DEBARMENT/SUSPENSION:** By submitting a bid, unless stated in the “Exceptions” section below, the Offeror 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 Offeror from award of a contract.

Firm Name: RPC Industries, Inc.  
 Print Name: Bryan Heldreth Title: President  
 Signature:  Date: 3/22/2023

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

Firm Name: RPC Industries, Inc.  
 Print Name: Bryan Heldreth Title: President  
 Signature:  Date: 3/22/2023

4. **EXCEPTIONS:**

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

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

The following exceptions are noted: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

- 5. **ANTI-COLLUSION CERTIFICATION:** The undersigned certifies that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same product and that this Proposal 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 Offeror understands collusive activity is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Firm Name: RPC Industries, Inc.  
 Print Name: Bryan Heldreth Title: President  
 Signature:  Date: 3/22/2023

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, 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 Proposal 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 Proposals (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.

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.

Firm Name: RPC Industries, Inc.  
 Print Name: Bryan Heldreth Title: President  
 Signature:  Date: 3/22/2023

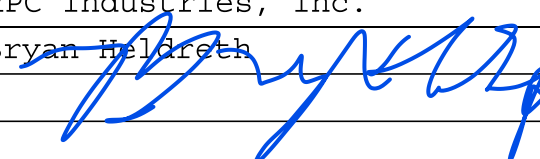
(This form must be signed. All signatures must be original and not photocopies.)

9. **PROPOSAL AUTHORIZATION**

In accordance with the terms and conditions, requirements, and scope of work/specifications of this Request for Proposals, the undersigned agrees to furnish any or all of the items and/or services. The undersigned acknowledges that its Proposal offer is valid for a period of **120 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the Request for Proposals, and is authorized to contract on behalf of firm named below.

This form must be signed by an authorized person of the firm. If the firm is a partnership, the signature of at least one of the partners must sign, using the term "member of the firm" or "general partner". If the firm is an LLC, the form must be signed by a "member", or by the "manager" if the LLC is manager-led. If the firm is a corporation, then the signatory must be listed by the SCC as an officer of the firm, except that an authorized employee may sign if a notarized Resolution of the Board of Directors of the firm states that the signatory is authorized in the name of and on behalf of the corporation to sign this Proposal offer and any resulting contract (Resolution should be included with the Proposal submittal; see attached). Please note that for the resultant contract, the County will require a resolution or some indication of authority for a signature by anyone other than the President or a Vice President.

All signatures must be original and not photocopies.

Firm Name: RPC Industries, Inc.  
 Print Name: Bryan Heldreth Title: President  
 Signature:  Date: 3/22/2023



The following form is to be completed and returned with the Proposal only when applicable, per preceding section "Proposal Authorization" requirements stated above.

**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 Proposal in response to COUNTY OF YORK, VIRGINIA (COUNTY) RFP No. P9229-MG, Concrete Lifting and Leveling Services and any resultant agreement between

\_\_\_\_\_  
*(Insert Name of Corporation)*  
and COUNTY OF YORK, VIRGINIA (COUNTY) for goods and/or services as provided for in the above specified COUNTY RFP 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*

**NOTORIZATION:**

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: \_\_\_\_\_

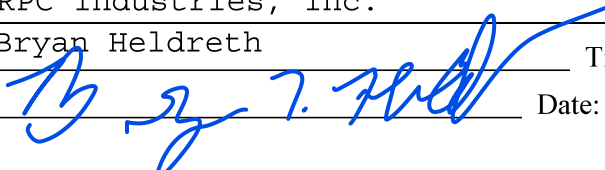
My commission expires: \_\_\_\_\_

***Notary Seal***

**10. CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS**

If as a result of this solicitation the Offeror 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 Contractor 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: RPC Industries, Inc.  
Print Name: Bryan Heldreth Title: President  
Signature:  Date: 3/22/2023

11. Completed W-9:

Form <b>W-9</b> (Rev. November 2017) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																													
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. RPC Industries, Inc.																																															
2 Business name/disregarded entity name, if different from above Jackcrete of Virginia																																															
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																														
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____																																															
5 Address (number, street, and apt. or suite no.) See instructions. 705 Industry Dr.	Requestor's name and address (optional)																																														
6 City, state, and ZIP code Hampton, VA 23661																																															
7 List account number(s) here (optional)																																															
<b>Part I Taxpayer Identification Number (TIN)</b> 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. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																															
		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="9">Social security number</th> </tr> <tr> <td style="width:33.33%; height: 20px;"></td> <td style="width:33.33%;"></td> <td style="width:33.33%;"></td> <td style="width:33.33%;"></td> <td style="width:33.33%;"></td> <td style="width:33.33%;"></td> <td style="width:33.33%;"></td> <td style="width:33.33%;"></td> <td style="width:33.33%;"></td> </tr> <tr> <td colspan="9" style="text-align: center;">OR</td> </tr> <tr> <th colspan="9">Employer identification number</th> </tr> <tr> <td style="width:33.33%; text-align: center;">5</td> <td style="width:33.33%; text-align: center;">4</td> <td style="width:33.33%; text-align: center;">-</td> <td style="width:33.33%; text-align: center;">11</td> <td style="width:33.33%; text-align: center;">26</td> <td style="width:33.33%; text-align: center;">28</td> <td style="width:33.33%; text-align: center;">9</td> <td colspan="2"></td> </tr> </table>	Social security number																		OR									Employer identification number									5	4	-	11	26	28	9		
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<b>Part II Certification</b> 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. <b>Certification instructions.</b> 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 this certification, but you must provide your correct TIN. See the instructions for Part II, later.																																															
<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 3/22/2023																																													
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid)																																															
<ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																															
Cat. No. 10231X <span style="float: right;">Form <b>W-9</b> (Rev. 11-2017)</span>																																															

12. CONTRACTOR’S LICENSE

OFFEROR NAME: RPC Industries, Inc.

Under Title 54.1, Chapter 11, Code of Virginia, a Contractor that for a fixed price, commission, fee, or percentage undertakes to Proposal upon, or accepts, or offers to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvements to such real property is required to hold a business license issued by the Virginia Board for Contractors. Licenses are issued in one of three license classes; A, B, or C as follows:

1. One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$750,000) or more shall show evidence of being licensed as a Class A Contractor.
2. Ten thousand dollars (\$10,000.00) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.
3. Over one thousand dollars (\$1,000) but less than ten thousand dollars (\$10,000) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a Class C Contractor.

The County shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning Contractors.

In addition, a valid business license from the County may be required.

Provide the License Class held below or attach a copy of the business license:

"License Class A Virginia Contractor No. <sup>2701019530</sup>\_\_\_\_\_."

"License Class B Virginia Contractor No. \_\_\_\_\_."

"License Class C Virginia Contractor No. \_\_\_\_\_."

Classification/Specialty ASB CIC HIC LAC.

In addition, upon award of a contract, the Contractor shall comply with the Business License requirements of the County. Contact the Commissioner of the Revenue’s office for requirements (757-890-3383).

13. COMPANY CERTIFICATION (updated 10-08-2020)

The undersigned, on behalf of RPC Industries, Inc. located at \_\_\_\_\_  
705 Industry Dr., Hampton, VA 23661 (insert company name)  
\_\_\_\_\_  
(insert company address)

hereby certifies to the County School Board of York County, Virginia that any County/shareholder of the company, any employee, agent or any subcontractor who will have direct contact with students on school property during regular school hours or during school sponsored activities:

- (A) Have not been convicted of any violent felony as set forth in the definition of barrier crime in subsection A of § 19.2-392.02 of the Code of Virginia, or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or any crime of moral turpitude.

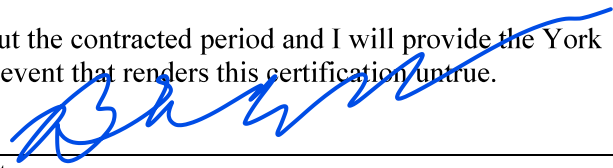
This certification is provided in accordance with the provisions of sec. 22.1-296.1 of the Code of Virginia.

**Those persons who have been convicted a felony or crime of moral turpitude, other than those included in the definition of barrier crime in § 19.2-392.02 (A), which do not involve the sexual molestation, physical or sexual abuse, or rape of a child, are permitted on school property if such individual has had their civil rights restored by the Governor.**

**Those persons required to register as a sex offender in any U.S. state, the District of Columbia, any U.S. territory or Indian Country shall not meet the requirements of this section. Such persons shall not be permitted on school property except in compliance with School Board Policies KN and KNA.**

**The County School Board of York County, Virginia has enacted a 100% ID check at all schools. All persons entering a school building shall be required to scan their valid driver’s license in order to print a visitor’s badge which includes the person’s photo, name, and time of arrival. All visitors are required to wear their badge while in the building and sign out at the front office as they are leaving the building. As an added security feature, the scanning process now includes a cross reference to the national and state sex offender registry. If a visitor does not have a valid driver’s license, staff may request an alternate government issued ID and manually check the visitor in through the system.**

I agree that this certification shall be binding throughout the contracted period and I will provide the York County School Division with immediate notice of any event that renders this certification untrue.



Dated: 3/22/2023

\_\_\_\_\_  
Signature  
Bryan Heldreth, President  
\_\_\_\_\_  
Printed Name and Title of Person Making Certification  
757-879-2371  
\_\_\_\_\_  
Phone Number

**Note:** In accordance with Virginia Code § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**Note:** This certification shall be binding throughout the contracted period and the Contractor shall provide the County with immediate notice of any event which renders their certifications untrue.

*For Office Use Only*

Acknowledged by: \_\_\_\_\_

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

PO #: \_\_\_\_\_

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

Rev: 06/07/2019

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

**OFFEROR/OFFEROR NAME:** RPC INDUSTRIES, INC.

It is an important business objective of Central Purchasing to promote the economic enhancement of small businesses (SBE), women-owned businesses (WBE), minority businesses (MBE), and service disabled veteran-owned small business (SDV), collectively known as SWAM. Achievement of this business objective is dependent upon the business community partnering with us in this important endeavor.

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

SBE        WBE                    MBE                     SDV                                       

**OFFEROR/OFFEROR'S RESPONSIBILITIES:**

- A. **Affirmative Steps:** Proposers/Offerors shall take affirmative steps Proposals/proposals to encourage participation in projects by SWAM firms. Such efforts may include, but are not limited to: the establishment and maintenance of a current solicitation list of small, women-owned, minority, and service disabled veteran recruitment sources, and assure SWAM firms are solicited once they are identified; when feasible, segmenting total work requirements to permit maximum SWAM participation, and establish delivery schedules to encourage SWAM participation; and assuring that SWAM firms are solicited whenever they are potential sources of goods or services, including using the services and assistance of the Small Business Administration (SBA) and the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (DSBSD).
- B. In the spaces below, report the anticipated SWAM firms that you intend to subcontract with if a contract is awarded to your firm. ***This information may be submitted with their Proposal/proposal or prior to award.***

<u>Company Name:</u>	<u>Work to be subcontracted to SWAM firms</u>
_____	_____
_____	_____
_____	_____
_____	_____

Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect through the B2B Connect tab on the solicitation webpage on eVA.

Our SWAM status recently expired, and we are working to renew.  
We still meet all the small business requirements.  
We can provide updated SWAM paperwork once we receive them.

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

**OFFEROR NAME** RPC Industries, Inc.

Reference 1

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
City of Hampton Public Works	22 Lincoln St.	Hampton, VA	2/14/2022-12/31/2022
Contact	Title	Telephone	Email Address
Kevin Ross	Team Leader	757-755-5023	kevin.ross@hampton.gov
Description of Work Performed:		Contract Amount: \$ 431,257.73	
City wide concrete lifting and leveling, void filling, and building stabilization.			

Reference 2

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Newport News Parks and Rec	13564 Jefferson Avenue	Newport News, VA	8/16/2022
Contact	Title	Telephone	Email Address
Rob Blackburn	Parks Project Supervisor	757-888-3335	blackburnra@nnva.gov
Description of Work Performed:		Contract Amount: \$ 998.00	
Lifted and leveled handicap ramp in front of the Newsome House.			

Reference 3

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Yorktown Public Works	105 Service Dr.	Yorktown, VA	11/12/2022-11/22/2022
Contact	Title	Telephone	Email Address
Landon Prever	Ground Maint. Op. Supervisor	757-890-3750	landon.prever@yorkcounty.gov
Description of Work Performed:		Contract Amount: \$ 7498.00	
Lifted and Level concrete underneath boat ramp, also stabilized soil in adjacent areas.			

*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 Proposal)**

**OFFEROR NAME** RPC Industries, Inc.

Reference 4

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Gloucester County Public Works	7385 Justice Dr.	Gloucester, VA	12/12/2022
Contact	Title	Telephone	Email Address
Wade Pyatt	Project Supervisor	804-815-3126	wpyatt@gloucesterva.info
<b>Description of Work Performed:</b>		<b>Contract Amount: \$ 1,200.00</b>	
Lifted and leveled sidewalks on Main Street in Gloucester.			

Reference 5

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Virginia Beach Public Works	2569 George Mason Dr.	Virginia Beach	1/5/2023
Contact	Title	Telephone	Email Address
Prasad Lolla	Project Supervisor	757-777-7168	plolla@vb.gov
<b>Description of Work Performed:</b>		<b>Contract Amount: \$ 2,600.00</b>	
Lifted and leveled sidewalks on South Birdneck Road in Virginia Beach.			

Reference 6

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Jacobs Technology	5 Manhattan Square	Hampton, VA	7/20/2023
Contact	Title	Telephone	Email Address
Nick McGrady	Project Supervisor	757-224-7800	nicholas.j.mcgrady@nasa.gov
<b>Description of Work Performed:</b>		<b>Contract Amount: \$ 4,047.44</b>	
Lifted and leveled handicap ramp in front of Building 1219 in NASA's facility.			

*The County reserves the right to conduct additional reference checks.*

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

**OFFEROR NAME** RPC Industries, Inc.

Trade Secrets or Proprietary information submitted by a Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Contractor 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, offeror, or contractor 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 Proposal does not contain any trade secrets and/or proprietary information.

**Yes**, the Proposal 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 Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the Proposal (i.e. CD or Thumb Drive) with the Original paper Proposal if proprietary information in contained in the Proposal.**

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**FORM E**  
**INSURANCE CARRIER ACKNOWLEDGEMENT**

In order for the Offeror’s Proposal to be considered, the form below shall be completed by a representative of the Offeror’s insurer, and shall be returned with the Offeror’s sealed response to this Solicitation. Failure to provide the completed form may result in a determination that the Proposal is ineligible for award.

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The undersigned represents that the insurance requirements specified in “**Exhibit 4**” of this Solicitation are understood, and requirements including the specified forms, can be provided to the County upon the Offeror’s payment of applicable insurance premiums, should the Offeror be awarded a contract as a result of this Solicitation.

Insured’s Name (the Offeror): \_\_\_\_\_

Insurance Representative’s printed name: \_\_\_\_\_

Insurance Representative’s signature: \_\_\_\_\_

Insurance Representative’s Title: \_\_\_\_\_

Insurance Representative’s Phone Number: \_\_\_\_\_

Insurance Representative’s e-mail: \_\_\_\_\_

Insurance Representative’s Office Address:

\_\_\_\_\_  
\_\_\_\_\_

**Note:** Providing the above information does not create an obligation between the Insurance Representative and The County of York, Virginia. Its sole purpose is to validate the Offeror has reviewed the insurance requirements with the Insurance Representative, prior to the submission of a Proposal by the Offeror, and if the Offeror is awarded a contract and pays appropriate insurance premiums; that you can provide the coverage and County required forms.

Alternate Employer Endorsement (WC 00 03 01 A),  
**AND** either the single form, CG 20 10 11 85 **OR** CG 20 10 10 01.

The Name of the Person of Organization of the forms shall be as follows:

The Certificate of Insurance, accompanied with all subsequent endorsements shall include and designate “**The County of York, Virginia, its officers, agents and employees as additional insured on a primary and non-contributory basis**”. The Policy Number shall be printed and shown on the Certificate of Insurance and each additional endorsement.

**FORM F**  
**TECHNICAL PROPOSAL**  
 Responses to Listed Questions and Costs

1. What **qualifications** does your firm have that makes you suitable to provide the services? (Submit a current copy of certifications, accreditations, etc.) You may also indicate any additional special training or certifications held by the company or staff)

Please see attached qualifications sheet below.

2. What polyurethane foam material(s) do you use? JACKCRETE 220-D High Density Foam, JACKCRETE 660-H High Density Foam, and any NCFI product as a certified installer.
3. Attach a complete copy of technical data sheets and the (latest revised) Safety Data Sheet for the polyurethane foam material(s) listed in item #2 above.

Please see attached TDS and SDS for JC 220-D and 660-H High Density Foams.

4. Describe your **process** of concrete lifting/leveling using the polyurethane foam. Include: pre-inspection analysis (considerations and requirements); equipment used; drilling holes; injection process; patching holes; filling cracks and expansion joints; clean up; and safety precautions used throughout the process.

-Pre-Inspection Analysis: A JACKCRETE representative will meet with a county representative to discuss the project, take pictures and measurements, and discuss any concerns that may arise (i.e. concrete deterioration, asphalt poured over concrete, new concrete poured over old).

-Equipment: JACKCRETE utilizes three fully contained spray foam rigs with compressed air and generators. Between the three rigs, JACKCRETE uses a Graco E-20, Graco E-30, and PMC PH-2 proportioner. We use DeWalt battery operated tools such as the 60V hammer drill, 60V Leaf blower, and 20V impact drill. Various hand tools such as rubber mallets, channel locks, filet knives, nut drivers, wrenches, and plastic injection ports are also needed.

- Drilling Holes: We Use a DeWalt 60V Hammer Drill with a 5/8 inch bit to drill a penny sized hole into the concrete.

-Injection: We use a rubber mallet to insert our plastic injection port into the 5/8" hole. Our spray foam gun is then connected to the injection port with a special clamp. The foam is injected as a liquid that follows the path of least resistance, then starts to expand after seven seconds. After the slab is lifted, the injection port is pulled out of the concrete with channel locks.

-Patching Holes: A gray non-shrink mortar is used to patch the holes.

-Filling Cracks: The cracks are thoroughly cleaned, then SikaFlex concrete caulk is used to seal the crack.

-Clean up: We collect as large debris as possible with trash bags and a broom, then a leaf blower is used for a final clean.

-Safety: All Crew members wear nitrile gloves and eye protection while working around the chemicals.

5. What **alternative remedy**(ies) do you offer, in the event polyurethane foam injections are not applicable in a given situation?

In House: Concrete Grinding

Out of House: Concrete Replacement

6. Describe the process used for the alternative solution(s) in #5 above.

Concrete Grinding: A crew member uses a concrete grinding wheel on an angle grinder to remove tripping hazards from adjacent slabs.

Concrete Replacement. The concrete is torn out, disposed of, and a new slab is installed.

- 7. What **warranties** will you provide for the products and services included in the scope of these specifications?

2 year warranty that repairs to an area will not settle more than 1/4 of an inch.  
Please see the attached warranty document to read our full warranty.

- 8. Attach a copy of your Occupational Safety and Health Administration (OSHA) compliant Safety Program.

Please see attached OSHA compliant Safety Program below.

- 9. Do you subcontract any of this type of work?

Typically not, only for concrete replacement, which is last case scenario and very rare.

- 10. **Costs.** Please provide an all-inclusive\* unit pricing schedule for these services (indefinite quantity contract).

Please see attached unit pricing schedule below

Signature: \_\_\_\_\_



Date: 3/22/2023

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\* **All-inclusive** is intended to cover any ancillary costs such as packers or injection ports, injection rods, preparation, clean up and fuel costs. The price(s) listed shall be the total cost to the County.

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**EXHIBIT 2**  
**NEGOTIATED CHANGES TO OFFEROR'S PROPOSAL**

**WARRANTY:**

**JACKCRETE of Virginia, a Division of RPC Industries, Inc., warrants that the repaired areas will not resettle more than 1/4" during the warranty period of two years. If they do, repairs will be made at no cost to you for the entirety of your warranty period.** This warranty covers only the materials and workmanship supplied and installed by JACKCRETE of Virginia under this contract, and does not cover any subsequent personal injury or damage to the property or contents thereof, or any other direct or consequential damage from any cause whatsoever. This warranty does not include potential future damage from any destructive acts of God or tidal flooding should they occur during the warranty period. Warranties will be canceled if payments are not received as per contract terms. This warranty is in lieu of any other expressed or implied warranties, if stated.

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**EXHIBIT 3**

**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 Contractor 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.

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

RPC Industries, Inc.

Type of Business Entity:

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

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):

see attached SCC print.

Doing Business As:

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

JACKCRETE of Virginia

Name and Position of Person Completing this Certificate:

Bryan Heldreth, president

Physical Business Address:

705 Industry Dr., Hampton, VA 23661

Primary Correspondence Address (If different from physical address):

N/A

Number of Employees: 24

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



Under penalties of perjury, I declare on behalf of the Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor'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 Contractor 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 28 day of April, 2023 on behalf of RPC Industries, Inc. as evidenced by the following signature and seal:

Name of Contractor: RPC Industries, Inc.

Printed Name of Signatory: Bryan T. Heldreth

Signature: Bryan T. Heldreth

Date: 4/28/23

NOTARIZATION:

STATE: Virginia COUNTY/TOWN OF Hampton

The foregoing instrument was acknowledged before me

this 28<sup>th</sup> day of April, 2023

by Crystal Marie Stewart  
(Name of Person seeking acknowledgment)

Notary Public's signature: Crystal Marie Stewart

Notary registration Number: 7857789

Notary Seal

My commission expires: 08-31-2024



#### **EXHIBIT 4 INSURANCE**

The Contractor shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation.

DOCUMENTS ARE TO INCLUDE THE FOLLOWING REQUIRED STATEMENT AS RESPECTS THE COMMERCIAL GENERAL LIABILITY, AND BUSINESS AUTOMOBILE LIABILITY POLICIES:

**“The County of York, Virginia, its officials, officers, agents, and employees  
as Additional Insureds on a Primary and Noncontributory basis.”**

The Contractor shall provide and keep in full force and effect during the performance of the Work the kinds and amounts of insurance specified in Exhibit 4 and shall comply with all other provisions of this Section. Such insurance shall be provided and kept in full force by insurance companies licensed, admitted or authorized to do business in the Commonwealth of Virginia and regulated by the Virginia Bureau of Insurance.

All premiums and other costs of such insurance shall be paid by the Contractor. It will be assumed that the consideration paid or to be paid to the Contractor for the performance of the Work includes the premiums and other such costs of such insurance, and the County shall not be responsible, therefore.

Each insurance policy and certificate of insurance shall be signed by duly authorized representatives of such insurance companies in the Commonwealth of Virginia and shall be countersigned by duly authorized agents of such companies.

The Contractor shall not be required to furnish the County with copies of the insurance contracts required by this Section unless requested from time to time by the County; but the Contractor shall provide on forms furnished by the Insurance Company or the County a “Certificate of Insurance” issued by such Insurance Companies, in which the company shall irrevocably warrant that the insurance is provided to enable the Contractor to comply with and provide the required insurance; provided, however, that in no event shall the insurance contract be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia and that it will not be canceled unless at least thirty days' prior written Notice to the effect is given to the County, and anything in such insurance contracts to the contrary notwithstanding, and that the insurance contracts have been endorsed accordingly.

The Contractor shall provide the certificate of insurance and all required endorsements to the County within 10 calendar Days following the Notice of Award.

#### **THIRD PARTY LIABILITY INSURANCE**

Third-Party Liability, Personal or Business Automobile Liability, Workers' Compensation Insurance, and Excess Liability insurance will be placed with insurance carriers licensed, admitted, approved or authorized to conduct business within the Commonwealth of Virginia with at least an A.M. Best Rating “A-XII” during the entire term of this agreement via a Commercial General Liability, Business/Personal Auto Policy, a Workers' Compensation insurance policy, and an Excess Third Party Liability insurance contract, as approved for use by the

Commonwealth of Virginia’s Bureau of Insurance and is acceptable to the County during the entire term of this contract.

Certificates of Insurance are to be provided to the County no later than thirty-days (30) prior to the start of any work by the Contractor. A thirty-day (30) notice of cancellation, reduction in coverage, changes in any terms, conditions, limits, deductibles, retentions, etc. applicable to the insurance program will be provided to the County as they may occur during the term of this contract.

Underwriters are to use the ISO or individual insurance company CGL approved forms that meet or exceed the Additional Insured and Primary Noncontributory requirements as follows:

- I. Primary and Noncontributory-Other Insurance Condition
- II. Additional Insured-Owners, Lessees, or Scheduled Person or Organization
- III. Completed Operations – Additional Insured for at 10 years after the work has been accepted.
- IV. Remove the subcontractor exclusion for products and completed operations.
- V. Use the following guidelines for your CGL endorsements: CG 2037 10 01 edition—This endorsement specifically adds "completed operations" for additional insureds for “your work”. The intent is to be comparable to the CG 2010 11 85 edition which is virtually no longer available. This form must be used with either the CG 2010 10 01, or CG 2033 10 01 (or other edition dates of these forms), or the CG 2038 04 13 edition (see the ISO 04 13 Additional Insured Endorsements) to give the Additional Insureds both "ongoing operations" liability and "completed operations" liability coverage for ten (10) years.

Policy endorsements can be a combination of the following:

- CG 20 10 11/85
- CG 20 37 10/01
- CG 20 33 04/13
- CG 20 10 10/01
- CG 20 37 10/01
- CG 20 33 04/13
- CG 20 10 04/13
- CG 20 37 04/13
- CG 20 33 04/13

Copies of the endorsements that will be used are to be included in your response to this request and attached to the Certificates of Insurance.

The following sentence, **“The County of York, Virginia, its officials, officers, agents, and employees are Additional Insureds on a Primary and Noncontributory basis.”** is to be included for all third-party liability insurance contracts and endorsements.

A Waiver of Subrogation is to be included in favor of “The County of York, Virginia, its officials, officers, agents and employees as Additional Insureds on a Primary and Noncontributory basis.”

Please include any special wording within the CGL coverage form or specific endorsement numbers applicable to your insurance carrier and include that part of the policy that grants the County the same protection as afforded by the endorsements above will be provided and so noted in the Description Box of the Certificate of Insurance and the policy pages or endorsements providing such coverage will be include with the proposal and attached to the Certificate of Insurance (COI).

If the Contractor has any insurance coverages with an approved insurance pool, the Contractor may use the pool's Certificate of Insurance format.

- A. Certificates of Insurance (COI) will include the following. If the liability insurance is placed with another agent, insurance company, pool, or an association program, please include that COI along with the standard COI requirements as outlined below.

The Certificate Holder will be:  
 The County of York, Virginia  
 Purchasing Department  
 P.O. Box 532  
 Yorktown, Virginia 23690

The County of York, Virginia will contact the insurance agency issuing the COI or the Contractor's office to have any missing information included via a revised COI acceptable to the County.

1. Agency or Producer Information.
2. The County's name and address as the Certificate Holder as shown above.
3. **Contact name, phone number and email address of person creating the COI.**
4. Insurers Providing Coverage and their NAIC numbers.
5. Type of Insurance being provided via a Letter in the COI for each coverage provided.
6. **A Certificate Number.**
7. Additional Insured boxes noted with a "Y" for the Commercial General Liability and Auto Liability.
8. Subrogation Waiver boxes noted with a "Y" for the Commercial General Liability and Auto Liability.
9. "N" in the Excluded Box for Workers Compensation.
10. The Umbrella or Excess Liability may be on a "following form" basis.
11. A Description of the Operations including the RFP name and number, the Additional Insured and Waiver of Subrogation endorsements or pages from the CGL policy so noting the existence of both endorsements.
12. **The Description of Operations Box will include the Additional Insured wording as requested on behalf of the "The County of York, Virginia, its officials, officers, agents and employees as Additional Insureds on a Primary and Noncontributory basis."**
13. All coverage clarifications will be included in the COI for all coverages in the Description of Operations box, as necessary.
14. Attachment of the Additional Insured and the Waiver of Subrogation endorsements completed to include the correct wording for the County as required.

ACORD Certificates of Insurance that are currently being utilized within the Commonwealth of Virginia are to be sent to the County's Purchasing Division within thirty (30) days of the start of the work and then thirty (30) days prior to the individual insurance policies renewal dates for each year of the project and then for ten (10) years following the acceptance of the services by the County.

If the insurance company has their own Certificates of Insurance other than the ACORD form, the COI will include all the data and requirements included in the Insurance Service Office's approved ACORD COI along with the endorsement or policy page attachments.

As stated above, all Certificates of Insurance will illustrate the basic information and include the Project Name,

**EXHIBIT 5**  
**STUDENT CONTACT CERTIFICATION** (updated 10-08-2020)

In accordance with Virginia Code Section 22.1-296.1, the Offeror certifies to the County School Board of York County, Virginia that any County/shareholder of the company, any employee, agent or any subcontractor who will have direct contact with students on school property during regular school hours or during school sponsored activities:

- (A) Have not been convicted of any violent felony as set forth in the definition of barrier crime in subsection A of § 19.2-392.02 of the Code of Virginia, or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or any crime of moral turpitude.

This certification is provided in accordance with the provisions of sec. 22.1-296.1 of the Code of Virginia.

**Those persons who have been convicted a felony or crime of moral turpitude, other than those included in the definition of barrier crime in § 19.2-392.02 (A), which do not involve the sexual molestation, physical or sexual abuse, or rape of a child, are permitted on school property if such individual has had their civil rights restored by the Governor.**

**Those persons required to register as a sex offender in any U.S. state, the District of Columbia, any U.S. territory or Indian Country shall not meet the requirements of this section. Such persons shall not be permitted on school property except in compliance with School Board Policies KN and KNA.**

**The County School Board of York County, Virginia has enacted a 100% ID check at all schools. All persons entering a school building shall be required to scan their valid driver's license in order to print a visitor's badge which includes the person's photo, name, and time of arrival. All visitors are required to wear their badge while in the building and sign out at the front office as they are leaving the building. As an added security feature, the scanning process now includes a cross reference to the national and state sex offender registry. If a visitor does not have a valid driver's license, staff may request an alternate government issued ID and manually check the visitor in through the system.**

I agree that this certification shall be binding throughout the contracted period and I will provide the York County School Division with immediate notice of any event that renders this certification untrue.

*Bryan T. Heldreth*  
 \_\_\_\_\_  
 Signature  
 Bryan T. Heldreth  
 \_\_\_\_\_  
 Printed Name and Title of Person Making Certification  
 757 - 827 - 9625  
 \_\_\_\_\_  
 Phone Number  
 4/28/23  
 \_\_\_\_\_  
 Date

**Note:** In accordance with Virginia Code § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**Note:** This certification shall be binding throughout the contracted period and the Contractor shall provide the County with immediate notice of any event which renders their certifications untrue.