



REQUEST FOR PROPOSALS

LANDSCAPE SERVICES

Issue Date:
May 1, 2019

Deadline for Submissions:
June 14, 2019

Bedford County Nursing Home
Attn: Caleb Lepard, Support Services Supervisor
1229 County Farm Rd
Bedford, VA 24523

Bedford County will accept sealed proposals until, but no later than June 14, 2019 at 2 PM for the provision of Landscaping Service located at the Bedford County Nursing Home.

1.0 GENERAL INFORMATION

Bedford County seeks proposals for qualified and experienced Landscaping firms for the re-design and installation of landscaping at the following location:

- A. **Description:** Bedford County Nursing Home
Address: 1229 County Farm Rd., Bedford
Site Work: Site is current area of landscaping to include the front of the building and the entire perimeter of the building. Work to also include the courtyard in the center of the building.
Additional Area: To include the area around the storm water collection from the parking area including area around the generator.
Inclusion: Proposal shall include the installation of new sidewalk (meeting ADA requirements) from parking area to meet current sidewalk as well as filling in an area of sidewalk adjacent to the generator. In addition a 36" stone veneer over the existing brick at the front entrance only.
Work Times: Work shall be performed during daylight hours 7:30-5:30. During this time all entrances/exits to the Nursing Home shall remain open and passable. The main entrance shall remain open for emergency response to the building.

2.0 PRE-PROPOSAL WALK THROUGH

There is no mandatory pre-proposal meeting scheduled. However, offerors will need to attend a scheduled walk through of this project. Scheduled walk throughs will be conducted on May 8, 2019 at 11 AM and May 15, 2019 at 11 AM.

3.0 SCOPE OF WORK

3.1 General Requirements

- A. The County seeks proposals for updated landscaping to enhance the curb appeal of the Nursing Home. The Counties goals for this project are to create a space that is neat, clean and reduce landscape maintenance. The proposal should include recommendations of plantings, groundcover and related items to achieve a clean, neat and reduced maintenance for the future. The proposal should include any maintenance and/or pruning to existing plantings that may remain intact.
- B. All supplies, labor and use of any equipment needed to complete the work shall be the sole responsibility of the contractor. All brush and/or debris from the site shall be hauled off-site by the contractor.

- C. A completion schedule shall be created by the contractor to show work to be completed and in what order giving proposed length of time to completion.
- D. In addition the County seeks a proposal for annual maintenance. This is to include care for all plants, trees, shrubs, mulch, stone etc. The proposal should include a schedule of weed control and care. This schedule of maintenance should be done over a 12 month period. The proposal shall include hourly labor rates for any additional requested services. Any additional services requested shall be negotiated as time plus materials based on the labor rates outlined in the proposal.

3.2 Description of Specific Areas

A. Front Entrance

- 1. Area beginning with the area adjacent to the loading dock entrance and extending to the area adjacent to the visitors parking lot.

B. Storm Water Collection Area

- 1. Area noted adjacent to the parking lot to include area around the generator and the employee entrance.

C. Rear & Sides of the Building

- 1. Area to include all the other area encompassing the whole building.

D. Courtyard

- 1. Area in the middle of the building accessed from the hallway corridors.

4.0 CONTACT PERSON

All questions regarding the request for proposal and/or the request for proposal process shall be directed to:

Bedford County Nursing Home
Attn: Caleb Lepard, Support Services Supervisor
1229 County Farm Rd
Bedford, VA 24523
clepard@bedfordcountyva.gov

5.0 PROPOSAL ISSUING AND CLOSING DATES

5.1 Proposal Issuing Date: May 1, 2019

5.2 Proposal Closing Date: June 14, 2019 at 2 PM

6.0 PAYMENT

Payment schedule shall be outlined in the contract and coincide with contractor meeting the guidelines and timeframe of the contract.

7.0 CONTRACTUAL TERMS

The successful proposer will be responsible for outlining services with completion dates and payment schedule in the format of a contract within 30 day(s) of the award of the contract.

8.0 GENERAL REQUIREMENTS

8.1 It is the responsibility of the proposer to inquire about and clarify any requirements of this request for proposal that is not understood.

8.2 Any information relative to interpretation to these specifications shall be requested in writing from Bedford County no later than five (5) days before the bid closing date.

8.3 Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) calendar days following the proposal opening date.

8.4 Unless otherwise specified, Bedford County will accept in writing one or more proposals or reject all proposals within sixty (60) calendar days of the date of proposal opening.

8.5 Each proposal is received with the understanding that the acceptance in writing by Bedford County of the offeror to furnish any or all of the services described therein, shall constitute a contract between the proposer and the County. The contract shall bind the proposer to furnish and/or deliver the services quoted on at the prices stated and in accordance with all conditions said accepted proposal and the County in its' part is to order from such successful proposer, except for causes beyond reasonable control and to pay for at the agreed prices, services specified and delivered.

8.6 A written purchase order or letter of notification presented to the successful offeror within the time for acceptance specified in this request for proposals shall be deemed to result in a binding contract without further action by either party.

8.7 Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

8.8 Payment to Subcontractor

- A.** The contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the contractor by Bedford County for work performed by the subcontractor under that contract.
 - 1.** Pay the subcontractor for the proportionate share of the total payment received from the county attributable to the work performed by the subcontractor under this contract: or
 - 2.** Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- B.** Contractor shall pay interest to subcontractor on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the County for work performed by the subcontractor under this contract, except for amounts withheld as allowed in subdivision A.
- C.** Contractor shall include language in all subcontractors and also with lower-tier subcontractors that "unless otherwise provided under the terms of this contract, interest shall accrue at the rate on one percent (1%) per month.

8.9 Individual contractors shall provide their social security numbers; Proprietorships, partnerships, and corporations shall provide their federal employer identification numbers.

8.10 Delay

- A.** Bedford County shall recover that portion of delay costs caused by the actions or omissions of contractor, or its' subcontractors, agents, or employees.

- B. Contractor, or its' subcontractor, agents, or employees shall immediately notify Bedford County of any delay.

8.11 Changes in Contract Language

Contractor acknowledges it has had the opportunity prior to submitting their proposal, to raise any questions which they might have had about the solicitation.

9.0 PROPOSAL SUBMISSION

- 9.1 Four (4) copies of each proposal must be submitted to the Bedford County Nursing Home, 1229 County Farm Rd, Bedford, VA 24523 in a sealed envelope or package and marked: **RFP-Landscaping Services**, no later than June 14, 2019 at 2 PM.
- 9.2 No proposals will be accepted after the proposal closing date. The date of postmark will not be considered.
- 9.3 Proposals may be withdrawn by written request from the proposer to the County Purchasing Agent prior to the proposal closing date.
- 9.4 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

10.0 PROPOSAL CONTENT

Proposers should address, but need not be limited to all performance requirements listed herein with a written proposal, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

- A. Provide all relevant contact information for your firm. Also include a list of addresses for your firm's headquarters and field offices in Virginia. Include the date of establishment of your firm in Virginia with brief background information.
- B. Address the firm's capability to satisfactorily perform the landscaping service specifications set forth in this Request for Proposals.
- C. Provide a brief narrative of how you plan to manage this proposed contract.
- D. Please provide a minimum of three (3) references for which your firm has provided commercial work similar to that requested in this document. References provided shall include company name, address, contact name, title, telephone and contact e-mail address.
- E. Provide evidence of required insurance coverages.

- F. State your firm's current workload and capability to commence services as requested.
- G. List any other information that your firm considers appropriate in response to this Request for Proposals.
- H. Please provide your proposed total project cost for the provision of all labor, materials and services specified, broken down for each phase of the project. Also, provide your proposed hourly rate for additional landscape services as described in Section 3.1.G of this document.

11.0 PROPOSAL SELECTION PROCESS

11.1 This request for proposals is part of competitive procurement process which helps to serve the best interest of Bedford County. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the process of "competitive sealed bidding". The later process is usually used where goods or services being purchased can be precisely described and price is usually the sole determining factor. With competitive negotiation on the other hand, price isn't usually required to be the sole determining factor, although it may be, and Bedford County has the flexibility that it needs to negotiate with one or more firms to arrive at a mutually agreeable relationship. Offerors are to make written proposals which present the offeror's qualifications and understanding of the work to be performed. Offeror's are asked to address each evaluation criterion and to be specific in presenting their qualifications. Our proposal should provide all of the information which you consider pertinent to your qualifications for this project.

12.0 PROPOSAL EVALUATION

Proposals will be reviewed by key staff and evaluated on the basis of responsiveness to this request for proposal and the following criteria.

There will be a point value assigned to each criteria and used as a basis for weighing the value of each. The maximum points for each criteria are also listed.

CRITERIA		POINTS
A.	Firms capability to perform required services.	40
B.	Cost of services.	35
C.	Reference response.	10
D.	Mobilization time.	5
E.	Stability of firm.	10
Total		100

13.0 GENERAL INFORMATION

13.1 Issuing Office:

Bedford County Nursing Home
Caleb Lepard, Support Services Supervisor
1229 County Farm Rd
Bedford, VA 24523

13.2 Inquiries: Questions concerning this Request for Proposals should be directed to Caleb Lepard, Support Services Supervisor, 1229 County Farm Rd, Bedford, VA 24523, (540) 874-0855, or via email at clepard@bedfordcountyva.gov. Inquiries must be made in writing. The Owner's responses to questions received, if any, will be publicly available to every potential offeror through the issuance of an addendum, which will be posted online at the County's website at <http://www.bedfordcountyva.gov/procurement>. It is the responsibility of the proposers to check the website for updates to this RFP. **The cut-off date for inquiries regarding the scope of the work is June 10, 2019.**

13.3 Understanding of Requirements: It is the responsibility of each prospective proposer to inquire about, and to clarify, all requirements in the RFP that are not fully understood and any issues not specified in the RFP but which might impact service or cost.

13.4 Incurring Cost: The Owner is not liable for any cost incurred by any firm interested in submitting a proposal, or the selected consultant, prior to the execution of a contract.

13.5 Public Inspection of Proposals: All submitted proposals become the property of the Owner and will become available for public review. Therefore confidential information should not be submitted. Any competitive negotiation proposer, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the public body decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

13.6 Proposal Binding: The contents of the proposal, in its entirety, submitted by the proposer shall become an attachment to and part of the agreement between the proposer and the Owner. This RFP shall become in total a part of the final contract. The Owner reserves the right to withhold payment to Contractor if any of the articles in this document are not upheld, until the situation is rectified.

13.7 Modification and Withdrawal of Proposals: Proposals may be modified or withdrawn per the guidelines of the Code of Virginia, Section 2.2-4330.

13.8 Bedford County's Rights: The Owner reserves the right to reject any and all proposals, or to contact any proposal or reference prior to award for explanations or clarification.

13.9 Indemnification: The successful proposer shall indemnify and hold harmless and assume the defense of the Owner, it's employees, agents and officials from and against any and all claims, liabilities, judgments, costs, causes of action, damages and expenses, and shall pay all attorney's fees, court costs and other costs incurred in defending such claims which may accrue against, be charged to, be recovered from or sought to be recovered from the Owner, it's employees, agents and officials as a result of the proposer's contract with the Owner.

13.10 Employment Discrimination Prohibited: 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 other basis prohibited by state law related to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

The contractor will include the provisions of the foregoing paragraphs 13.14, 13.15 and 13.16 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

13.12 Non-Discrimination: The Owner does not discriminate against faith-based organizations, race, color, religion, sex, national origin, age, disability, political affiliation or belief.

13.13 Notice of Required Disability Legislation Compliance: Bedford County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

1. Specifically, Bedford County may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.
2. Ethics in Public Contracting: The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Agent upon request.
 - a. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

13.14 Immigration Reform and Control Act of 1986: The contractor(s) certifies that it does not, and will not during the performance of any contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

13.15 Contractual Disputes: Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Owner will consider properly filed contractual claims and give a final decision within 90 days providing all information has been submitted.

13.16 Insurance:

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The Owner, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. Contractor's insurance shall be primary over any applicable insurance maintained by the Owner.
4. Contractor shall provide 30 days written notice to the Owner before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverages for subcontractors of Contractor shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the Owner. At the option of the Owner, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the Owner, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the Owner, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. Contractor shall furnish the Owner certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

11. Type of Insurance:

- | | |
|--------------------------------|--|
| • Worker's Compensation | Statutory |
| • Commercial General Liability | \$1,000,000 each occurrence-bodily injury and property damage
\$2,000,000 general aggregate |
| • Contractual Liability | \$1,000,000 each occurrence |
| • Completed Operations | \$2,000,000 aggregate and Products Liability |
| • Vehicle Liability | \$1,000,000 each accident-bodily injury and property damage |

The Contractor(s) shall be responsible for all costs of insurance maintained pursuant to this Agreement. The Contractor(s) shall provide the Owner with a satisfactory Certificate of Liability Insurance **(included with the bid submission)** that shows the insurance coverage listed above is in effect.

The contractor shall include the Owner as an additional insured on its comprehensive liability insurance policy providing coverage for personal injury and property claims resulting from or arising out of this Agreement.

The insurance required hereunder shall be primary, and any insurance or self-insurance maintained by the Owner shall be in excess of and shall not contribute with any insurance providers to the contractor under this Agreement. Any deductibles or self-insured retentions applicable to required coverage shall be paid by the contractor, and the Owner shall not be required to participate therewith. The contractor waives all rights of subrogation against the Owner that exist now or in the future relative to the insurance coverage provided under this Agreement.

The failure of the contractor to pay all insurance premiums when due and payable shall be grounds for the immediate termination of this Agreement by the County.

13.17 Hold Harmless Clause: The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the Owner, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

13.18 Safety: All contractors and subcontractors performing services for the Owner shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

13.19 Employment Discrimination by Contractors Prohibited: Every contract of over \$10,000 shall include the following provisions:

1. During the performance of a contract, the Contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
2. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

13.20 Payments to Subcontractors: Within seven days after receipt of amounts paid by the County for work performed by a subcontractor under this contract, the Contractor shall either:

1. Pay the Subcontractor for the proportionate share of the total payment received from the Owner attributable to the work performed by the Subcontractor under this contract; or
2. Notify the Owner and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.
3. The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item 2. above.
4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
5. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.
6. The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to this provision may not be construed to be an obligation of the Owner.

13.21 Conduct: Contractor's staff shall conduct themselves in a professional manner at all times while at the site. Proper attire shall be worn when providing service at the site.

13.22 Termination: Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Owner until said work or services are completed and accepted.

1. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the Owner, without the required thirty (30) days advance written notice, then the Owner shall negotiate reasonable termination costs, if applicable.
2. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

13.23 Severability: In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

13.24 Applicable Law: This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Bedford County, Virginia or as otherwise required by law. The Contractor shall comply with applicable federal, state, and local laws and regulations.

13.25 Assignment: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the Owner.

13.26 Entire Agreement: The Contract Documents set forth the entire Agreement between the Owner and the Contractor. The Owner and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein.

13.27 Protest of Award: The Owner reserves the right to announce its intent to award prior to formal award by posting its Intent to Award announcement on the Bedford County website. The Intent-to-Award announcement shall serve as notice to all Bidders that the Owner intends to make an award.

Bidders shall have 10 calendar days from the date of the bid opening within which to view the Bid files (by appointment). Any Protests must be filed (in a written format)

within this time frame. Protests submitted after the 10 days have passed will not be accepted.

The Owner has 10 days from the day of receipt of the protest to respond; the Owner may also respond to protests submitted by Bidders for the purposes of clarification. However, any response provided by the Owner is not intended to, and shall not in and of itself constitute confirmation that the Bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest award.

13.28 Award of Contract: After expiration of the ten (10) day Intent-to-Award announcement and protest period, the Owner will proceed with the final award. If only one proposal is received, the Owner may dispense with the Intent-to-Award protest period and proceed with award.

13.29 RFP Results: After contract awards are completed, proposers may submit a written request to the Owner for a copy of the results, and related documentation.