



**County of Dinwiddie
P.O. Drawer 70
Dinwiddie, VA 23841
804-469-4500
804-469-4503 fax**

Request for Proposals

PROFESSIONAL ENGINEERING SERVICES: INTERMODAL TRANSPORTATION FACILITY DEVELOPMENT STUDIES RFP-10-082210

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Questions concerning sealed proposals should be in writing addressed to:

Greg Reid
Dinwiddie County
Director OF Economic Development

14016 Boydton Plank Road
P O Drawer 70
Dinwiddie VA 23841

Phone (804) 469-4500 ext 2104

Fax (804) 469-4503

or

E-Mail: greid@dinwiddieva.us

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1.0 PURPOSE

Request for Proposals Prepared By:

Request for Proposals Number:

Greg Reid
Director of Economic Development

RFP-10-082210

Release Date: August 22, 2010

Proposals, subject to the specifications and conditions contained herein and attached hereto, will be received in the Administration Office, Pamplin Administration Building, 14016 Boydton Plank Road, Dinwiddie, Virginia 23841 until, but no later than **2:00 p.m.** Local Prevailing Time, **Thursday, September 9, 2010** for:

PURPOSE

<p>The purpose of this Request for Proposals is to solicit sealed proposals from a qualified professional Engineering Firm to provide preliminary studies regarding development of an intermodal transportation facility.</p>

If you are an individual with a disability and require a reasonable accommodation, please notify Greg Reid at **(804) 469-4500, ext 2104**, at least three working days prior to date due. To be considered, your proposal must be submitted in accordance with this Request for Proposal. Offerors shall sign this form in the space provided on the Terms and Signature Sheet and return proposal documents to: P O Drawer 70, 14016 Boydton Plank Road, Dinwiddie VA 23841. **Mark the outside of your envelope with Request for Proposals # RFP-10-082210 and the due date of proposal.**

Proposals, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

Time is of the essence and any proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the County of Dinwiddie.

Nothing herein is intended to exclude any responsible Offeror, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible Offerors are encouraged to submit and their proposals are solicited.

2.0 BACKGROUND

Dinwiddie County is a rural jurisdiction located southwest of Petersburg in south central Virginia and is a state-designated "high growth community" with a population growth rate exceeding 10% during the decade of 1990 - 2000. County population increased 10.9% from April 1, 2000 to July 1, 2009. According to the University of Virginia's Weldon Cooper Center, Dinwiddie's provisional 2009 population is 27,209.

North/south access to the County is from Interstate 95 and Interstate 85 and east/west access is from U. S. Route 460. Interstate 85 bisects the County, attracting commercial and suburban residential developments to the County's northern edge. The County's median household income (2008) was \$50,186.00. The County's major employers are in manufacturing (Gerdau Ameristeel, Tindall Concrete); in state health services and training (Central State Hospital); warehousing/distribution (Wal-Mart); and local government.

The County has two nearby military bases: Fort Lee and Fort Pickett. Fort Lee's \$700 million Ordnance Center and School is taking shape. Nearly two dozen new buildings dot a 380 acre parcel on which ancient hardwoods once stood. Made up of six barracks, 11 training buildings and a 75,000 square foot dining facility, the Ordnance complex will train soldiers in the Army's most critical job skills. Eventually, it will be home to more than 4,500 military students and instructors. It is just one part of a major expansion triggered when the Base Realignment and Closure Commission, or BRAC, designated Fort Lee as the Army's logistical nerve center. Nearly 40 separate BRAC-related contracts worth \$1.2 billion are planned or under way. Fort Lee will likely more than double the on-base population from 17,000 to more than 42,000 by 2011 as command elements formerly scattered across the country gradually are consolidated on this installation.

Fort Pickett is the home of the Virginia Army National Guard and is located 37 miles southwest of Petersburg, near the town of Blackstone in Dinwiddie County. It encompasses 45,148 acres and is primarily used to provide training facilities.

The county also has an airport - the Dinwiddie County Airport (PTB) - which features a 5001 foot runway, five large hangars suitable for single or multiple corporate jets, and 42 T-hangars in addition to a state-of-the-art 6,600 square foot terminal building which was completed in 2003. Quality flight instruction, a ground school, aircraft rentals and sales and aircraft charter are available at the airport through Central Virginia Aviation.

The County of Dinwiddie, Virginia is seeking professional engineering services for the provision of preliminary studies regarding development of an intermodal terminal facility to be located within county boundaries.

3.0 SCOPE OF SERVICES

The Engineering firm selected shall provide all necessary staffing, management, materials, equipment and supplies required to complete studies, reports, analyses, preliminary investigations, preliminary cost estimates, and conceptual designs associated with the development of an intermodal transportation facility including, but not limited to, the following:

- Develop logical time line for Scope of Services tasks
- Review designated parcels to determine optimal location for an intermodal terminal site with appropriate rail and highway access
- Review designated parcels to determine alternate location(s) for same

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- Determine minimum acreage required for this to be an economically viable project, specifically addressing what the ultimate build out and estimated private investment would be for the minimum required acreage and/or maximum potential acreage
 - Specify parcels that are deemed critical in order for the optimal site to be developed as intermodal facility (some parcels more critical than others)
 - Develop an estimated fair market value for affected real estate parcels within the optimal location, consistent with hypothetical and/or actual development plans by the County IDA and/or the Economic Development Department, recognizing that this will not be a formal appraisal, but rather a potential indication of value to be used in the cost estimate
 - Review available documentation including CSX Bernie Beaver maps, railroad valuation maps, track charts, tax maps, local zoning maps along with available topographic and aerial mapping to determine potential sites coordinating this effort with appropriate representatives
 - Define operating parameters associated with the intermodal terminal and railroad support operations coordinating this effort with appropriate CSXT, CSXI personnel and Norfolk Southern personnel
 - Evaluate site access opportunities, which include but are not limited to, relocation of existing railroad and highway infrastructure to optimize access and operational support characteristics to potential terminal sites working within normal VDOT or County design criteria.
 - Develop conceptual layout and typical cross section for proposed facilities coordinating this effort with County Conceptual layouts (up to four plans) which should be modified to accommodate the infrastructure present at each specific site. Provide deliverables which show a horizontal single line drawing with the results of the above referenced information, mile post limitations, structures, and site/terminal boundary using photos taken during site visit to illustrate issues.
 - Address existing versus proposed drainage plan, including storm water detention plan
 - Determine access points and paths for both construction and permanent facility requirements. Develop a map showing traffic route(s) (existing or new) from Interstate 85 to the optimal site(s).
 - Identify potential environmentally sensitive areas within the proposed area(s)
 - Assess property costs, sitework, trackwork, utilities, communication & signal work along with building and structural work needed to develop a cost estimate for each potential site or layout.
 - Prepare site configuration alternatives
 - Develop summary of alternate sites and analyze development issues for comparison.
 - Also, as one of the site options, analyze identified parcels/site as to suitability for alternative use of a single industrial manufacturing/distribution company which has significant rail car usage

4.0 TERM/RENEWAL OF CONTRACT

The term of this contract shall be for a period of (18) eighteen months, beginning upon contract award. This contract and any renewals or extensions of this contract are subject to the availability of funds and annual appropriations by the Board of Supervisors.

5.0 GENERAL REQUIREMENTS

Any resulting Contract will require that the successful firm and its agents shall meet the licensure/certification requirements and possess an active, valid License issued by the Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architects, pursuant to Title 54.1, Chapter 4 of the Code of Virginia throughout the term of the contract. Contractor shall maintain any continuing educational requirements as necessary. Failure to maintain an active, valid license throughout the term of the contract shall be sufficient cause for immediate termination of the contract for cause. If the Contractor is unable to demonstrate that it possesses an active, valid license at any time during the contract, the County may terminate the contract for cause. Failure on the part of an Offeror to demonstrate that it possesses an active, valid license shall constitute sufficient justification to render its proposal non-responsive and/or provide grounds for denial of a Contract award.

ALL DESIGNS, REPORTS, STUDIES, PHOTOGRAPHS, NEGATIVES, AND OTHER DOCUMENTS PREPARED BY THE SUCCESSFUL FIRM IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT SHALL BE THE EXCLUSIVE PROPERTY OF THE COUNTY – AND ALL SUCH MATERIALS SHALL BE REMITTED TO THE COUNTY BY THE OFFEROR UPON COMPLETION, TERMINATION OR CANCELLATION OF THE CONTRACT. THE OFFEROR SHALL NOT USE, WILLINGLY ALLOW, OR CAUSE TO HAVE SUCH MATERIALS USED FOR ANY PURPOSE OTHER THAN PERFORMANCE OF OFFEROR’S OBLIGATIONS UNDER THIS CONTRACT WITHOUT THE PRIOR WRITTEN CONSENT OF COUNTY.

6.0 PROPOSAL PREPARATION & SUBMISSION

Five (5) copies of proposal submittals, including one (1) original and four (4) copies, marked **RFP # 10-082210 PROFESSIONAL ENGINEERING SERVICES: INTERMODAL FACILITY DEVELOPMENT STUDIES** will be received up until **2:00 p.m., Thursday, September 9, 2010**. Proposals should be submitted to the following address:

Dinwiddie County Administration
Pamplin Administration Building
14016 Boydton Plank Road
P. O. Drawer 70
Dinwiddie, Virginia 23841
Attn: Greg Reid, Director of Economic Development

Offerors shall submit written proposals which present the Offeror’s qualifications and understanding of the work to be performed. The Offeror’s proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the SCOPE OF SERVICES and criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. To assist in the evaluation process, Offerors should limit their responses to 25 double-spaced typed pages, font size to be no smaller than 10.

The Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. It is the responsibility of the Offeror to ensure that their proposals reach the appropriate office prior to the close time on the proposal.

In addition to providing information and documentation necessary to evaluate the proposals as requested in Section 5.0 "Evaluation and Award Criteria", **OFFERORS ARE REQUIRED TO INCLUDE THE FOLLOWING INFORMATION IN THEIR PROPOSALS:**

- List of recent projects (with completion dates) for which your firm has provided services of similar scope and complexity. This list should include a name and contact information for personnel (not employed by your firm) who are/were associated with each project and who may be contacted as a reference (See Section 9.10 "Project List and References")
- Resumes and proof of certificates and professional licensure of all principal(s), project manager(s) and other professional staff or key personnel who will be involved in the provision of said services and an organizational chart of team.
- Disclosure of any review or disciplinary action taken by the Department of Professional Regulation and/or the Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architects (or the equivalent board of another jurisdiction, if applicable) during the past five (5) years with regard to any certificates and professional licensure of all key personnel.
- Names and qualifications of subcontractors, if any, likely to be used on this project
- Completed Signature Sheet (Section 11.0) - Proposals must give the full business address of the Offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President", "Vice President", "Secretary", "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

FAILURE BY OFFEROR TO PROVIDE THE ABOVE INFORMATION SHALL RENDER THE PROPOSAL NON-RESPONSIVE.

THOUGH NOT MANDATORY, OFFERORS ARE STRONGLY ENCOURAGED TO PROVIDE THE FOLLOWING ADDITIONAL INFORMATION WITH THEIR PROPOSALS:

- A cover letter describing the firm, its history, the location of its offices, its organizational structure and the firm's project management approach/philosophy to the provision of services of this nature
- Completed Consent for Background Check (Attachment A)

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- Completed Financial Information Sheet (Attachment B)
 - Other supporting information which describes the firm's ability to meet the criteria and exceed the performance of other Offerors.

7.0 EVALUATION AND AWARD CRITERIA

Proposals will be evaluated by a team designated by the County according to the following criteria, using best value procurement procedures:

- Number, quality, recognizability and deal-size of similar studies done that involved complex engineering and infrastructure challenges of large industrial sites
- Proven and relevant experience for intermodal facility planning and engineering
- Proven ability to provide services in a timely, organized and professional manner with sufficient qualified staffing necessary to meet the required deadlines and time schedules for each project
- Resumes, professional experience and professional licensure of principal(s), project manager(s) and other professional staff who will be working for the Offeror in the provision of said services
- Cost of services

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance. Offerors should address each evaluation criterion in the order listed and be specific in presenting their qualifications.

Special Note: The top-ranked Offerors may be required to prepare a non-binding fee estimate. The County may request this estimate during the discussion period from the top ranked Offerors. This fee estimate is NOT to be provided with Offerors' initial proposals.

8.0 GENERAL TERMS AND CONDITIONS

8.1 APPLICABLE LAWS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The County and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

8.2 INDEMNIFICATION:

The County can not legally agree to any clause indemnifying the Contractor for any damages arising out of the contract or holding the Contractor harmless. The submission of a proposal means that the Contractor agrees not to request such language in the resulting contract.

8.3 ANTI-DISCRIMINATION:

By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small, women, and/or minority-owned businesses.

8.4 ETHICS IN PUBLIC CONTRACTING:

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

The Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the Offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each Offeror attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

8.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract knowingly employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8.6 ANTITRUST:

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

8.7 CLARIFICATION OF TERMS:

If any prospective Offeror has questions about any specifications or other solicitation documents, the prospective Offeror should contact the Procurement Officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Procurement Officer.

8.8 PAYMENT:

8.8.1 To Prime Contractor:

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- a. Invoices for items/services ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the proposal number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order that are to be paid for with public funds, shall be billed by the Contractor at the contract price.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractor should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

8.8.2 To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on

all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

8.9 PRECEDENCE OF TERMS:

The following General Terms and Conditions APPLICABLE LAWS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

8.10 QUALIFICATIONS OF OFFERORS:

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

8.11 TESTING AND INSPECTION:

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the County's requirements.

8.12 ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

8.13 CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but

are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently.

8.14 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

8.15 TAXES:

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. The Contractor shall, without additional expense to the County, pay all applicable federal, state, and local taxes, fees, and assessments, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.

8.16 INSURANCE:

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Offeror and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, the Owner reserves the right to require the Contractor to furnish certificates of insurance for the coverage required and to name Dinwiddie County as additional insured.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees

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- that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Dinwiddie, Virginia, its officers, agents and employees shall be named as an additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.
 4. Automobile Liability - \$500,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
 5. Professional Liability - \$1,000,000 per occurrence.

8.17 ANNOUNCEMENT OF AWARD:

After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror or Offerors which, in its opinion, has/have made the best proposal(s), and shall issue a Notice of Intent to Award Contract(s) by posting such Notice of Intent to Award Contract(s) on the County's web site at <http://www.dinwiddieva.us/purchasing>. Subject to the provisions of *Code of Virginia Section 2.2-4360*, any bidder who desires to protest the award of a contract or decision to award a contract shall submit such protest in writing to the attention of Greg Reid, Director of Economic Development, 14016 Boydton Plank Rd, P O Drawer 70, Dinwiddie VA 23841 (greid@dinwiddieva.us) no later than ten (10) days after the "Notice of Intent to Award" has been posted. Such protest shall be clearly identified as a protest and shall include the basis for the protest and the relief sought.

8.18 DRUG-FREE WORKPLACE:

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

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 an Offeror, 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.

8.19 NONDISCRIMINATION OF OFFERORS:

An Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

8.20 AUDIT:

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

8.21 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

8.22 CONTRACT DOCUMENTS:

- a. The contract entered into by the parties shall consist of the Request for Proposal; the proposal submitted by the Offeror; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the scope of services; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
- b. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
- c. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

8.23 LAWS AND REGULATIONS:

- a. The Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- b. The resulting contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the “right to work”. The Contractor and its subcontractors, if any, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project, shall comply with all of the said provisions.
- c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
- d. All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by the County of Dinwiddie or the Commonwealth of Virginia.

8.24 WITHDRAWAL OR MODIFICATION OF PROPOSALS:

Proposals may be withdrawn or modified by written notice received from Offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

8.25 RECEIPT AND OPENING OF PROPOSALS:

- a. It is the responsibility of the Offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals as stated in the first paragraph of Section 1.0 above. Proposals received after the time designated for receipt of proposals will not be considered.
- b. The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

8.26 PROPRIETARY INFORMATION:

Pursuant to section 2.2-4342-F of the *Code of Virginia*, trade secrets or proprietary information submitted by a Offeror in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the Offeror shall (i) invoke the protections of this section prior to or upon submission of the data or

City, State, Zip Code

RFP Title

The envelope should be addressed as directed in the first paragraph on Page 4 of the solicitation.

The Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9.3 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the architect or professional engineer in performance of the contract.

9.4 INSPECTION OF WORK CONDITIONS:

My signature on this solicitation constitutes certification that I am aware of the conditions under which the work must be performed. Claims, as a result of failure to inspect the conditions under which the work is to be performed, will not be considered by the County of Dinwiddie.

9.5 PRIME CONTRACTOR RESPONSIBILITIES:

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he/she may utilize, using his/her best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he/she is for the acts and omissions of his/her own employees.

9.6 TERMINATION BY COUNTY FOR CAUSE:

- a. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If the Contractor violates any provisions of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract then the County may terminate the contract.
- b. Prior to termination of the contract, the County shall give the Contractor and his surety, if applicable, ten (10) calendar days written notice, during which the Contractor and/or his

surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

- c. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
- d. Upon such termination of the contract, the Contractor shall immediately cease work and shall immediately deliver to the County any and all materials and/or information kept on file, created or obtained on behalf of the County. County shall complete the work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.
- e. If it should be judicially determined that the County improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the County.
- f. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

9.7 TERMINATION BY COUNTY FOR CONVENIENCE:

- a. County may terminate this contract at any time without cause, in whole or in part, upon giving the Offeror notice of such termination. Upon such termination, the Offeror shall immediately cease work. Upon such termination, the Offeror shall take such steps as County may require to assign to the County the Offeror's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's

satisfaction, the Offeror shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the Offeror as a direct result of such termination. The Offeror shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Offeror of any nature.
- b. In no event shall termination for the convenience of the County terminate the obligations of the Offeror's surety on its payment and performance bonds.

9.8 CLAIMS:

Disputes and claims arising under this contract shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 applied to the County mutatis mutandis. The County shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of the County.

9.9 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only services/products of the highest quality and correct type, size and design are to be used. All interpretation of these specifications shall be made on the basis of this statement.

9.10 PROJECT LIST AND REFERENCES:

Offerors shall provide a list of at least three (3) recent projects (with completion dates) for which your firm has provided services of similar scope and complexity. This list shall include a name and contact information for personnel (not employed by your firm) who are/were associated with each project and who may be contacted as references.

9.11 CONFIDENTIALITY (CONTRACTOR):

The Contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent. Any information to be disclosed, except to the County, must be in summary, statistical, or other form which does not identify particular individuals.

9.12 AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to chapter 2.2-4311.2 of the Code of Virginia shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

10.0 METHOD OF PAYMENT

Payments will be made 30 days after receipt of complete and accurate invoice. Invoice must be sent to Dinwiddie County, Accounts Payable at P. O. Drawer 70, Dinwiddie, Virginia 23841. No payment will be made to subcontractors. The Contractor shall be fully responsible for all invoicing to applicable entity.

11.0 SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Offeror.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

If Corporation, State of Incorporation: _____

Address: _____

Signature: _____

Name (type or print): _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____

Email Address: _____ Facsimile Number: _____

ATTACHMENT A
CONSENT TO BACKGROUND CHECK

The Offeror hereby agrees to participate in a background check with a firm of the County's choice, at the County's expense, to examine the personal, business, and affiliation background, criminal background, financial history, including tax liens and judgments, and other public records, regulatory filings, licenses, media references, and residential and real property interests of the principal Offeror, including any entities with a controlling interest in the principal Offeror or the senior officers and managers of the principal Offeror.

Company Name: _____

Name (type or print): _____

Official Title: _____

Date: _____

ATTACHMENT B FINANCIAL INFORMATION SHEET

The Offeror, the owner of the Offeror or the entities that have a controlling interest in the Offeror (if not a publicly traded corporation), and any other person or business entity guaranteeing the performance of the Offeror must attach a complete report, prepared in accordance with generally accepted accounting principles, reflecting current financial condition of the individual or entity. The report must include a balance sheet and annual income statement. The person or entity covered by the statement must be prepared to substantiate all information shown.

Financial information shall be treated as confidential, except in any litigation or arbitration proceedings between Offeror and the County, and subject to the Virginia Freedom of Information Act.

In addition to the balance sheet and annual income statement, information as to the following must be provided:

Surety Information

Has any surety or bonding company ever been required to perform upon your default or the default of any entity you controlled?

Yes No

If yes, attach a statement including name of the surety or bonding company, date, amount of bond and the circumstances surrounding said default and performance.

Bankruptcy Information

Have you or any entity you controlled ever declared bankruptcy?

Yes No

If yes, attach a statement indicating date, court of jurisdiction, amount of liabilities, and amount of assets.

Litigation

Provide information regarding any past or present litigation, liens, or claims against you or entity controlled by you.

Fraud, Theft, Felony Information

Have any of the principals of any of the individuals or entities associated with Offeror ever been convicted of fraud, theft or a felony?

Yes No

If yes, attach a statement indicating date, court of jurisdiction, and particulars.