



REQUEST FOR PROPOSALS

RFP #19-7110-01

June 12, 2019

**Department of Budget & Finance
17090 Monument Circle, Suite 137
Isle of Wight, VA 23397**

<http://www.co.isle-of-wight.va.us/budget-and-finance/>

Blackwater Leasing Hunting Rights to Hunt Club

Electronic proposals will be received by the office of Budget & Finance, as listed below, until the time and date shown below (local prevailing time), for furnishing the items or services described in the solicitation. Offers should be sent as a .pdf attachment to: mcoburn@isleofwightus.net with the RFP number, title, and closing date in the subject line. Do not use zip files as this could prevent timely receipt of your submittal.

SUMMARY SCOPE OF SERVICE– Isle of Wight County is requesting sealed proposals from qualified hunt clubs to lease hunting rights on two properties owned by the County. The contract shall be for one year beginning on the date of execution of the agreement and ending on June 30, 2020. At the County’s option it may be renewed for five additional years. Hunting may take place during a seven-week period each fall during the Deer General Firearms season. Hunting may take place only on Thursdays, Fridays and Saturdays.

Proposals Closing Date: 5:00 p.m., June 26, 2019

Contract Officer:

Michael Coburn, Purchasing Agent, Michael.coburn@isleofwightus.net

****AN ELECTRONIC DOCUMENT SHALL BE PROVIDED****

Michael Coburn, is the Purchasing Agent for Isle of Wight County. All questions and/or comments should be directed to him at this email address: mcoburn@isleofwightus.net . A copy should be sent to Virginia Branch at: vbranch@isleofwightus.net The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the County regarding this RFP. Any such unauthorized contact may disqualify the Offeror from the procurement.

Company Name: _____

Address: _____

City / State / Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

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SOLICITATION DOCUMENTS

Request for Proposals (RFP) documents, including any addenda, are available on the Purchasing website: <http://www.co.isle-of-wight.va.us/budget-and-finance/> or on the Commonwealth's bid board (eVA) <http://eva.virginia.gov/>. Questions concerning this project must be in writing (email is preferred) and addressed to mcoburn@isleofwightus.net and vbranch@isleofwightus.net and should be sent no later than June 21, 2019. Email is the preferred method for asking questions and will get a faster response, but other written forms delivered by close of business on June 21, 2019 are acceptable.

Finished proposals (Offers) shall be sent to mcoburn@isleofwightus.net as an email attachment. Please use the title, "**Hunt Club RFP**" as your subject line. As an alternative, electronic copies may also be delivered to Purchasing on a CD or USB stick prior to the closure date and time shown. The size of submittal shall be less than 150 MG, or less, in .pdf formatting.

ELECTRONIC SUBMITTALS:

Isle of Wight County shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal or expenses incurred related to subsequent inquiries/interviews and contract negotiations. All proposals submitted shall become property of the County. Proposals must be signed by the principal of the firm or organization authorized to negotiate and contract for the work. Proposals are to be delivered as an electronic document. The subject line/title shall identify the project and closing date. Only electronic documents sent or delivered as indicated within this RFP shall be considered. Proposals must be sent to the Purchasing Department no later than 5:00 p.m. local time, on the closing date specified for receipt of proposals.

The intent of using electronic submissions is to reduce the use of paper, and provide a faster, more economical approach that will permit the Offeror to describe their offer. It is expected that two or more Offerors will be asked to enter into negotiations

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THE PROJECT MAAGER AS SOON AS POSSIBLE.

We do not have means to keep a complete plan-holders list, or the names of any firms that have downloaded copies of the RFP from various websites. Please check the County's website prior to submitting your proposal to ensure that a complete up-to-date package has been received and to download any addenda that may be issued.

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned agrees that the Offer is in effect for a minimum of one hundred and twenty (120) calendar days from the date of the receipt of proposals. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals, and is authorized to contract on behalf of firm.

PURPOSE

Isle of Wight County is requesting sealed proposals from qualified hunt clubs to make offers relating to hunting rights on parcels of land owned by the County more specifically described as Tax Map Parcel Numbers 16-01-007B, 26-01-001, 26-01-002, 27-01-012, 27-01-011, 27-01-014 and 27-01-019 (Northern tracts) and 27-01-015 (Southern track) (hereinafter the “Property”) as designated on Exhibit A. Sealed proposals from qualified hunt clubs to lease hunting rights on these two properties will be evaluated. The contract shall be for one year beginning on the date of execution of the agreement with an option for the County to extend for five additional years.

The period for the hunt club right to hunt the property shall be a seven-week (7) period during the Deer General Firearms Season. Hunting will be allowed only on Thursdays, Fridays and Saturdays only during these seasons.

Hunt Clubs selected shall be required to maintain the trails/roads year-round.

Hunt Clubs shall be required to open/close gates during the hunting season.

EVALUATION CRITERIA AND AWARD PROCESS

The Department of Budget and Finance, Purchasing Division, shall with an appointed committee, review each proposal and make a selection of proposals that will be considered further. A numerical system will not be used. An evaluation shall be made for each proposal on the basis of perceived strengths and weaknesses of the offers as compared with the criteria listed below. The proposal (Offer) and/or any subsequent information gained in the process will be used in the evaluation. The criteria are listed in the order of importance.

- a. Amount of annual payments offered for hunting rights as detailed in the lease.
- b. Understanding and commitment to support best environmental practices while on the Property.
- c. Evidence presented that members are properly licensed to hunt.
- d. Understanding of safety practices, including any history of safety violations.
- e. Any history of contract violations or environmental problems.

The substance of proposals will carry more weight than their form, or manner of presentation.

The procurement of these services shall be in accordance with procedures of the Virginia Public Procurement Act, Competitive Negotiation for other than professional services. Once the Evaluation Committee has read and considered each proposal against the criteria, a consensus of the Committee shall be reached to establish a ranking the proposals. This ranking shall be used to select firms for further consideration—the short-list. At this point, the Evaluation Committee will conduct interviews and negotiations with two or more of the top ranked Offerors. The County will make a determination of award to the firm considered at the County’s sole discretion to be of Best Value for the County. Should the County determine, in its sole discretion, that only one Offeror is qualified, or that one Offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that Offeror. A writing to that effect shall be placed in the file. The file will show the Committee’s perception of the strengths and weaknesses of each proposal received as basis for final selection. The County maintains the right to refuse any or all offers.

The successful firm will be expected to enter into a contract with Isle of Wight County based upon their submittal, any additional negotiated terms, and best and final pricing. The successful firm shall execute and return the contract documents to the County within ten (10) days of receipt.

PROPOSAL PREPARATION AND SUBMISSIONS

General Proposal Requirements:

- A complete copy of this RFP filled out and signed.
- A roster of all members showing their licenses.
- A statement detailing the Offeror's understanding of the requirements and limitation of the lease terms.
- A statement detailing understanding and commitment to support best environmental practices.
- A statement detailing commitment to good safety practices.
- Annual fee offered to be paid to the County \$ _____
- Any exceptions to the lease terms.
- Evidence of successful agreements on similar hunting rights contracts.
- Signed copy of any addenda to acknowledge acceptance.
- A certificate of Insurance as required.

PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the basis of an award of the contract or are otherwise of a "Material" nature. Any propriety information must be listed on the attached "Proprietary/confidential Information Identification" form and submitted with the proposal.

SPECIAL TERMS

It is stipulated and agreed that (i) whenever herein the word "Lessee" is used, it is intended, and shall be deemed to include, and shall be binding upon, Lessee, its successors and assigns, and Lessee's membership, guests and invitees; and (ii) wherever herein the word "Lessor" is used, it is intended, and shall be deemed, to include and shall be binding upon Lessor's employees, officers, agents and contractors; and shall be binding upon Lessor's successors and assigns; save and except only in either case those instances wherein the text clearly indicates a contrary intention.

PURPOSE:

Lessee acknowledges that the Property is owned by the Lessor for the primary purpose of resource conservation and for future public park uses and that the Lessee and its members, guests and invitees shall enter said Property at their own risk. Lessee is obligated to ensure that neither it, nor its members, guests or invitees do anything which will in any way damage or destroy said Property, nor interfere with in any way with the use of said Property by the Lessor or those third parties who have retained timber rights upon the Property.

1. Lessee's access to the Property shall be solely for recreational hunting as permitted herein. Lessee acknowledges and agrees that if, at any time during the term of this Lease, Lessee makes use of hunting dogs, each and every dog shall be properly registered with Isle of Wight County, Virginia, in accordance with the then applicable laws. Use of the Property for any other purpose shall be cause for immediate termination of this Lease by Lessor. Lessee is authorized to post signs on the property subject to this Lease, to publish notices and/or use any and all lawful means to prevent trespass, or prohibit hunting or fishing on the lands subject to this Lease, by persons other than its members, guests or invitees.
2. Lessee will ensure that all minors permitted by Lessee on the Property shall be under the direct supervision of one of their parents (or guardian); and when minors are present on the Property, the parent or guardian shall be fully responsible for their acts and safety. Lessee agrees to hold Lessor harmless therefore regardless of the nature of the cause of damage, whether property or personal injury, to themselves or others.

3. Lessee agrees to conduct its activities hereunder in an environmentally sound, clean and litter-free manner. Dumping or littering is expressly prohibited; and Lessee further agrees to periodically inspect the Property and to remove all unauthorized trash and litter. Lessee is expressly prohibited from butchering any and all animals which are successfully hunted while on the Property. Lessee is further expressly prohibited from allowing its members, guests or invitees to possess or consume alcoholic beverages while on the Property.
4. Lessee shall maintain all designated roads and fire lanes on said Property in a reasonable state of repair. Off-road vehicles or ATVs may be operated during hunting season for hunting purposes only, or to patrol and inspect said Property throughout the year. Use of off-road vehicles or ATVs in stream beds not designated as fords or improved crossings will not be tolerated and will be grounds for immediate cancellation of this Lease. Lessor assumes no responsibility or liability for any accident or incident resulting from the use of an ATV.
5. Lessee will comply and will require each and all of its members, guests and invitees to comply, with all laws, rules and regulations now existing or hereinafter enacted by any federal, state, county or local government authority, and with any rules established by Lessor, related to activities under this Lease. Bag limits and the length of hunting season shall strictly conform to the game laws of the Commonwealth of Virginia and Lessee agrees to use every effort to prevent persons from violating such laws or regulations while on the Property.
6. Lessee will annually furnish Lessor with a list of the names, addresses and telephone numbers of its officers. Officers of the Lessee, including but not limited to the President, shall be elected. Lessee shall notify Lessor immediately upon any change in the officer list so furnished. Lessee shall also furnish Lessor a list of its membership, including name and address of each member, and any other information so requested by Lessor. While Lessee, insofar as its by-laws, rules and regulations permit, shall have the right and privilege of permitting persons other than its members to use the lands for hunting, any privileges so extended to other persons by Lessee shall be strictly subject to all limitations and conditions of this Lease.
7. Lessor shall have the right to exclude from the Property any person, whether Lessee's member, guest or invitee, for conduct which, in Lessor's sole discretion, is in violation of the terms of this Lease. This includes the right of Lessor to require that Lessee exclude from entrance onto the Property any member, guest or invitee of Lessee for drunkenness, carelessness with firearms, violation of laws, violations of this Lease, or trespassing on adjoining landowners' property. If Lessee fails to exclude any such member, guest or invitee after being requested to do so by Lessor, then Lessor shall have the right to terminate this Lease
8. At the request of Lessor, Lessee agrees to participate in deer and any other game or wildlife management programs, including but not limited to, antlerless deer harvest, weighing and measuring animals taken, and other annual activities that may be required by Lessor.
9. Lessee will neither engage in, nor permit any third party to engage in, any commercial hunting, fishing or recreational pursuits on the lands without prior written permission from Lessor. Lessee shall not sell or sub-Lease the hunting and fishing rights on the lands, nor make any charge, on a commercial basis, to members or guests for the privilege of hunting, fishing, or recreation on lands without prior written permission of Lessor. Lessee may, however, require persons to pay for supplies and facilities furnished and to pay a prescribed fee and/or membership dues for the privilege of membership.
10. Lessee will not set fire to any part of said lands and will make reasonable efforts to suppress any fire that may occur on the lands during the term of this Lease. In the event that any fire is willfully or negligently started or allowed to spread onto any of Lessor's lands by Lessee or by its members, guests or invitees, Lessor shall have the right immediately to cancel this Lease and recover from Lessee any damages which Lessor sustains as the result of such fire.
11. If, in the sole judgment of Lessor, weather conditions become such as will cause the exercise of the rights and privileges herein granted to present a material fire hazard to the Property, Lessee shall, at the request of Lessor, cease all activities granted Lessee under the terms of this Lease until such time as Lessor shall advise Lessee, that, in Lessor's judgment, conditions have sufficiently improved as to permit resumption of activities by Lessee.

12. Lessee, its members, guests and invitees are prohibited from hunting within fifty (50) yards of the right-of-way of any public road, or discharging a firearm across any public road or right-of-way, or within sight of any house, or within sight of any portions of the Property being used for agricultural activities, or Lessor's personnel or equipment, or Lessor's Lessees or agents.
13. Lessee will not install upon the lands any crops, plantings, food plots, roads, bridges, gates, fences, camps, buildings, lodges, shelters, docks, landings or other structures, permanent or temporary, without having first obtained Lessor's prior written permission. Any permitted construction or installation shall be at Lessee's expense and in strict compliance with any specifications or limitations imposed by Lessor. Lessee shall maintain same in a condition of repair, cleanliness and safety agreeable to Lessor. Any buildings or equipment installed or maintained by Lessee shall be subject to inspection by Lessor at any time. Lessee further agrees to pay all State and County ad valorem taxes resulting from any such structure. In the event Lessor has granted to Lessee prior written permission to establish a campsite in conjunction with this Lease, said campsite shall be subject to all the terms of this Lease.
14. It is expressly prohibited to stock, release, or bring onto the Property any non-domesticated animal species. No species, domestic, feral, or exotic, may be introduced without written or licensed certification from the state's wildlife agency and then, only with Lessor's specific prior written authorization. No non-native or exotic plant, shrub, or tree shall be established or seeded on the Property without the Lessor's express prior written consent.
15. No agreement, plan or program concerning the regulation of animal populations or the management of water, land or other natural resources on the Property shall be made by Lessee or its members, guests, or invitees with any local, state, or federal agency or private group, without first obtaining the prior written approval of Lessor. Any such agreement, if made without Lessor's prior written consent, shall be void ab initio and shall result in the immediate cancellation of this Lease. It is agreed, however, that Lessee will cooperate with Lessor and any State or Federal agency or University in conducting research, management, or related activities, on any animal or plant species, which activity shall be independent of and excluded from the hunting rights herein granted to Lessee. All State or Federally protected species will be given special consideration and protection by Lessee, its members, guests or invitees, as required by all applicable laws and/or any conservation plan of Lessor's. Further, Lessee will immediately notify Lessor if Lessee discovers the existence of any endangered or threatened species on the Property.
16. Lessee will respect the rights of adjoining landowners and conduct all activities in a courteous manner, with due regard for the rights, safety and well-being of all persons. Lessee agrees to be solely responsible for, and to promptly resolve any problems with adjoining landowners that may arise from Lessee's activities or use of the Property and to indemnify and hold Lessor harmless as provided for in paragraph below.
17. The Lessor assumes no responsibility to provide access to the Property. Lessee shall be solely responsible for and bear all costs in obtaining all lawful rights of ingress and egress to the Property; and Lessee shall hold Lessor harmless from and against any and all claims and liabilities arising therefrom.
18. The rights granted herein shall not be assignable, transferable or sublet by Lessee except with the express prior written consent of Lessor. Notwithstanding any provision in this Lease to the contrary, without any consent or approval from, or any prior notice to Lessee, Lessor may assign this Lease, in its entirety or in any part, to any other party that acquires all or part of the Property. If this Lease is assigned in whole or in part, Lessor shall provide written notice (before or after such assignment) to Lessee of such assignment and, in the event of a partial assignment, the scope of such assignment. Any assignment of this Lease in whole shall have the effect of a novation and Lessor shall have no liability for any of the obligations that arise from and after the date of such assignment, provided that the assignee has agreed to assume such obligations. If this Lease is assigned in part, (1) the terms of this Lease applicable to the portion assigned shall govern the assigned portion and the retained portion of this Lease shall be governed by the terms of this Lease applicable to such retained portion and (2) the partial assignment shall have the effect of a novation with respect to the assigned portion and Lessor shall have no liability for any of the obligations that have been so assigned and that arise from and after the date of such assignment, provided that the assignee has agreed to assume such obligations. For purposes of this paragraph, "assign" shall mean any assignment by contract or operation of law.

19. This Lease is made and accepted without any representations or warranties of any kind on the part of Lessor as to the title or suitability to the purposes for which same is granted. This Lease is expressly subject to (i) any and all existing easements, rights-of-way, or other encumbrances or servitudes now of record or on the ground affecting the lands, and (ii) to any such agreements that may hereafter be granted from time to time to others by the Lessor.
20. Lessee will pay all taxes, levies and assessments upon all or any part of Lessee's interest herein should such interest be levied or assessed as a result of Lessee's actions or otherwise imposed by the state or county relative to hunting, fishing, or other activity covered by this Lease.
21. Lessee agrees to indemnify and save harmless Lessor from and against any and all claims, demands, payments, liabilities, suits, losses, actions, recoveries and judgments of whatsoever nature, kind and description, brought or recovered against Lessor for, or on account of, any injury (including death resulting therefrom) or damage or loss received or sustained by any person or persons by reason of any act or omission of Lessee, its members, agents, guests or invitees resulting from, incidental to, or arising out of the operations and/or activities of Lessee or the presence of Lessee on Lessor's land, whether such is alleged to have been caused in whole or in part by the negligence of Lessor, its agents or employees. Lessee further agrees to defend all such actions at its own expense, to pay all attorneys' fees and court costs and all other expenses of any kind and character and, in the event that judgment is rendered against Lessor in any such action, to satisfy same.
22. Lessee hereby assumes responsibility for and the risk of the condition of the Property, and agrees Lessor shall not be liable or responsible for any damages or injuries sustained by Lessee, its members, guests or invites that are caused by any vices or defects of the Property, whether latent or patent.
23. The Parties hereto agree that this Lease shall be deemed to have been made in Virginia and that the validity and construction of this Lease shall be governed by the laws of the Commonwealth of Virginia. The Parties further agree that any legal action or proceeding arising out of this Lease shall be commenced and tried in the Circuit Court of Isle of Wight County, Virginia to the express exclusion of any otherwise permissible forum.
24. Contractual claims shall be processed in accordance with the procedure in Section 2.2-4363 of the Code of Virginia (1950, as amended). The Lessee shall submit its claim, whether for money or other relief, in writing to the Lessor no later than sixty (60) days after final payment. The Lessor will meet at the next regularly scheduled Board meeting, after due notice, to discuss the claim. The Lessor shall issue its final decision on the claim in writing ninety (90) days after the Board meeting.

SPECIAL RESTRICTIONS:

Please see the attached Conservation Easement – Blackwater including maps showing the Property and the Natural Area where these Special Restrictions apply.

1. No constructing or placing of any Improvements in areas other than the Approved River Access Sites, as depicted on the attached map, or as may otherwise be agreed upon by Lessor and Lessee in writing.
2. No constructing or placing of any Roads, Trails, or Utilities. Roads Trails, or Utilities existing in the Natural Area of this Property, and those proposed road and trail connections (as set forth on the map, or otherwise be agreed upon by the Lessor and Lessee in writing) may be maintained or repaired, but not enlarged.
3. Livestock are prohibited in, and shall be prevented, as is reasonably possible, from entering the Natural Area;
4. No removal, destruction, or cutting of native trees, shrubs, plants or other vegetation in the Blackwater River Floodplain Area.
5. No use of fertilizers.

6. No dumping of organic or inorganic materials.
7. No disturbance of soils, other than in connection with permitted habitat management activities as described in the Natural Area Management Plan and with construction and maintenance of trails as set forth herein, provided that the same does not materially and adversely affect aquatic habitats and/or water quality.
8. No use of motorized vehicles, except for management, police, fire and safety, and emergency vehicles.
9. No horse riding or other equestrian users.
10. No bicycling.
11. No camping.
12. No fires.
13. No swimming.

Cancellation: Except as otherwise provided herein, the Parties each reserve the right to cancel this Lease without cause, and for any reason, after first giving the other Party thirty (30) days prior written notice thereof.

1. If, at the sole discretion of the Lessor, it becomes necessary, expedient or advisable for Lessor to prohibit, curtail or suspend all hunting on the Property, Lessor shall have the absolute right to do so immediately upon written notice to Lessee, or Lessor may cancel this Lease as provided below.
2. Lessor reserves the right to sell or exchange the Property as it deems necessary or appropriate. In such event, Lessor shall notify Lessee in writing of Lessor's decision to sell or exchange the Property or any part thereof and whether, at Lessor's sole and exclusive discretion and option, this Lease shall be terminated as provided for herein, or if the Lease will be assigned as provided for herein. If Lessor chooses to terminate this Lease under the provisions of this paragraph, it shall notify Lessee pursuant to a notice of cancellation, and this Lease shall automatically terminate and Lessor shall allow Lessee thirty (30) days from the date of notice of cancellation for removal of Lessee's improvements, structures or equipment from the Property or any portion thereof.
3. If Lessee shall fail or refuse to timely perform any of the covenants herein, or violate any of the conditions hereof, in addition to all other available legal or equitable remedies, Lessor shall have the right to immediately terminate this Lease; and upon written notice of such termination delivered to the Lessee by mail, may enter upon the lands and take possession without further notice or penalty, and may expel Lessee with or without process of law or in equity. No delay or forbearance on the part of the Lessor shall be deemed a waiver of its right to exercise this option upon any subsequent default.
4. Upon expiration or cancellation of this Lease, Lessee shall have thirty (30) days thereafter to take and remove from the Property any and all buildings, structures, equipment or other personal property owned by Lessee; provided that if Lessee shall fail or refuse to remove the same within such time, title thereto shall ipso facto vest in Lessor.

CONDITIONS AND INSTRUCTIONS

Rev: 5/30/2019

1. **Use of Form:** All proposals should be submitted in electronic (.pdf) format in accordance with this form. The completed RFP including these Conditions & Instructions shall be scanned and submitted with any other required supporting documents. The Offeror may attach/scan other information as required to the electronic document that will be made a part of the proposal. Electronic submittals on CD, DVD, memory sticks, or other electronic media will be accepted if delivered prior to the closing time. The preferred method is by an attachment to an email addressed to: mcoburn@isleofwightus.net The County's published Conditions and Instructions shall supersede any additional writings submitted with the proposal. Such writings shall be clearly marked and noted as an exception.
2. **Submittals:** Except as noted above, all proposals shall be sent as an attachment to email to: mcoburn@isleofwightus.net. The subject line must identify proposal name. This entire RFP shall be included as part of your submittal; else, your response may be considered 'non-responsive.'
3. **Late Proposals:** Proposals and amendments thereto, if sent electronically to Purchasing after the date and time specified, will not be considered. It will be the responsibility of the Offeror to see that their proposal is properly sent to Purchasing as specified. There will be no exceptions. Electronic proposals sent as an email attachment will show the date and time sent. This must be prior to the closing date published on the front cover.
4. **County Offices Closures:** Should the County's electronic networks connectivity prevent receipt of proposals at the time of the scheduled proposal closing, the proposals will be opened on the next business day of the County, at the original scheduled hour, or as soon as connectivity is restored during normal business hours, whichever is first. The opening is not a public event. The names and number of responses will not be disclosed until negotiations are complete and a decision to award has been made. At that time the file will be made available to Offerors to review.
5. **Withdrawal of Proposals:** Proposals may be withdrawn (cancelled) any time prior to the closing time and date. Withdrawal of proposals may be accomplished by submitting such request in writing on the issuing company's letterhead either by email, in person, or by certified mail.
6. **Addenda:** If issued, addenda to this solicitation will be posted on the County's website (<http://www.co.isle-of-wight.va.us/budget-and-finance/>) and on the Commonwealth's bid board (eVA) <http://eva.virginia.gov/>. It is the Offeror's responsibility to check the website or contact the Purchasing Division prior to the submittal deadline to ensure that the Offeror has a complete, up-to-date package. Acknowledgement of all issued Addenda should be provided within the submittal.
7. **Award:** Award will be made to the Offeror considered at the County's sole determination to be the best offer in the County's interest, after following the procedure outlined herein. The process used for this solicitation shall be Competitive Negotiation for other than Professional Services as outlined in the Virginia Public Procurement Act.
8. **Announcements:** Upon the award or the announcement of the decision to award a contract, the County will publicly post such notice on the bulletin board located in the County's Administrative Offices and on the County's web site: <http://www.co.isle-of-wight.va.us/budget-and-finance/> and Commonwealth's bid board (eVA) <http://eva.virginia.gov/>.
9. **County's Rights:** The County reserves the right to reject any and all proposals, and to waive, or not waive, any informality if it is determined to be in the best interest of the County.
10. **Capacity of Offeror:** All proposals must be signed by a responsible officer or employee having the authority to bind the firm in contract. The Offeror agrees that its contract performance shall be in strict conformance with the

contract documents.

11. **Rights to Damages:** By signing this proposal, the Offeror assigns to the County any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the County.
12. **Anti-collusion:** The Offeror certifies by signing this Request for Proposals that this proposal is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same goods and/or services 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. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
13. **Laws, Regulations:** The Lessee shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Lessee shall at all times observe and comply with all such laws, ordinances and regulations.
14. **SCC Authorization:** All Offerors authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any 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, as amended, or as otherwise required by law shall include in its proposal or proposal a statement describing why the Offeror or Offeror is not required to be so authorized.

SCC Number, or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1, or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

15. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of proposals, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for a copy of the Administrative Appeal Procedures and assistance that may be required.
16. **Governing Law:** This Agreement is made, entered into, and shall be performed in the County of Isle of Wight, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of Isle of Wight, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.
17. **Severability:** If any provision of a contract resulting from this solicitation, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
18. **Contact Prohibition:** **Direct contact with County departments other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award.**

19. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions an Offeror intends be considered must be submitted with the proposal and noted as an exception. Such exceptions may result in a finding that the submittal is ‘non-responsive’ to the proposal, negating possibility of an award to that Offeror. Contractual documents submitted by the successful firm after an award will not be accepted.
20. **Entire Agreement:** An resultant contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
21. **Safety:** The Lessee is required and 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 members and guests shall be held responsible for the safety of their fellow members/guests and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the hunting site area under this contract.
22. **Competition Intended:** It is the County’s intent that the Request for Proposals (RFP) permits competition. It shall be the Offeror’s responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent prior to the date set for proposals to close.
23. **Insurance:** The successful Offeror shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with hunting on County property under this agreement. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to utilization of the rights under this Lease. Such coverage shall be maintained by the Offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

1. Minimum Limits

- General Liability:
- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Offeror, his agents, representatives, employees or subcontractors.

1. Minimum Limits

- Automobile Liability:
- \$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

c. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The Offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
3. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
4. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

SIGNATURE SHEET

(Submit with Proposal)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Isle of Wight County, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____

Telephone No. _____ Fax No. _____

Name (type/print): _____ Title: _____

Signature: _____

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, ISLE OF WIGHT COUNTY HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

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 SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR 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.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER 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.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	
Fax Phone Number: ()	Title
FIN/SSN#:	

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut Other; Please Explain: _____

Exhibit A

Blackwater River Tracts

- Northern Tract
- Southern Tract



RATTLESNAKE TRAIL

STRAWBERRY PLAINS ROAD

BROADWATER ROAD

0 0.25 0.5 1 Miles

