



# REQUEST FOR PROPOSALS

RFP #23-3210-157

October 17, 2022

Department of Budget & Finance

17090 Monument Circle, Suite 137

Isle of Wight, VA 23397

<http://www.isleofwightus.net>

## Protective Clothing for Structural Firefighting

Electronic Proposals, subject to the conditions and instructions contained herein, will be received at the above office until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

**Scope of Work:** Isle of Wight County is interested to receive offers from qualified firms for a cooperative procurement to provide protective clothing for Isle of Wight County Fire and Rescue and other government agencies according to the minimum requirements found in Attachment A to this RFP.

**Submit Proposal prior to: November 15, 2022 at 2:00 pm**

**Contract Officer:**

Erin Wishall, Purchasing Agent, ewishall@isleofwightus.net

**\*\*AN ELECTRONIC RESPONSE IS REQUIRED\*\***

*The Acting Purchasing Agent, Stephanie Humphries, is the sole contact official for Isle of Wight County with respect to this RFP. All questions and/or comments should be directed to him at this email address: [ewishall@isleofwightus.net](mailto:ewishall@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 bidder from the procurement.*

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers, if the offer is accepted within one hundred and twenty (120) calendar days from the date of the receipt of proposals, to furnish any or all of the items and/or services upon which prices are quoted, at the price set, to be delivered at the time and place specified herein. 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.

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 at the Purchasing website: [www.co.isle-of-wight.va.us/departments/budget\\_and\\_finance/rfps\\_and\\_ifbs.php](http://www.co.isle-of-wight.va.us/departments/budget_and_finance/rfps_and_ifbs.php) or on the Commonwealth's bid board (eVA) <http://eva.virginia.gov/>.

## QUESTIONS

Questions pertaining to this RFP should be directed to the Purchasing Division, Erin Wishall, Purchasing Agent, [ewishall@isleofwightus.net](mailto:ewishall@isleofwightus.net) no later than **October 27, 2022, by 3:00 p.m.** All questions must be submitted *in writing*; telephone inquiries will not be considered.

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

## SUBMISSION OF PROPOSALS

Offers should be sent as a .pdf attachment to [ewishall@isleofwightus.net](mailto:ewishall@isleofwightus.net). The electronic submittal shall be 150 MB, or less, saved as a .pdf document and should conserve disk space to allow easy transfers of data.

We do not have means to keep a plan-holders list, or the names of firms that have downloaded copies of the RFP from various websites. Please check the County's Purchasing website and/or the Commonwealth's bid board (eVA) prior to submitting your proposal to ensure that a complete up-to-date package has been received.

The County reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the successful firm. The County reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interest.

By submitting a proposal, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the County.

By submitting a proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has 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.

Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

The County will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal. All proposals submitted will become the property of the County.

## PURPOSE

The purpose of this Request for Proposal (RFP) is to establish requirements contract with firm pricing and delivery for Isle of Wight Fire Rescue for Protective Clothing for Structural Firefighting, Coats, Pants, and related equipment and supplies.

## SCOPE OF SERVICES

- A. Provide protective clothing for Isle of Wight Fire Rescue according to the minimum requirements found in Attachment A to this RFP.
- B. **Training:** Pricing should include the services of authorized manufacturer's representative(s) to provide onsite training on basic garment repairs, cleaning, and washing to Isle of Wight County gear inspectors, advanced gear inspectors, and other designated personnel. The training will be required prior to the first delivery of any garments and then bi-annually according to the current NFPA 1851 standards. All costs associated with training, including travel costs, should be included in the Offeror's pricing. **Training updates by the authorized manufacturer's representative(s) should also be included for any product revisions, updates or changes as a result of NPFA or other associated changes that affect the design, manufacturing, materials, or testing of the garments.**
- C. **Shipping and Delivery:** Delivery shall be made to Isle of Wight Fire-Rescue 17130 Monument Circle, Isle of Wight VA 23397. Desired delivery schedule is 60-90 days after receipt of order for normal requirements, 21 days for reorders due to Contractor manufacturing, sizing or lettering errors and 30-40 for recruit schools or emergencies. Deliveries shall be FOB Destination with all freight and handling charges included.

All garments (coats and pants) should be shipped in a plastic bag with product name, individuals name, size, and standard style interleave 2 of 5 bar codes containing at a minimum and individual serial number, size, and manufacture date for asset tracking purposes that is clearly visible located on the outside of the bag. The bag identification is so that these garments can be properly stored and separated with ease.

## PROPOSAL

Proposals must address the tasks included in the Scope of Services and pricing. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than 50 pages excluding the cover, including all other materials. Incomplete proposals may be determined nonresponsive. Proposals with extraneous information will receive a lower ranking.

Offerors should organize their proposals using the format described below:

### Title Page

Furnish the **REQUEST FOR PROPOSALS TITLE PAGE** fully executed and include it as the first page of the proposal. The name stated on the RFP Title Page must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

### **Section 1 - Ability to Meet Scope of Service Requirements**

Understanding the problem and technical approach. Statement and discussion of the requirements as they are analyzed by the Offeror.

Executive summary - Provide a narrative, prepared in non-technical terms, summing the Offeror's proposal. The executive summary should identify the following: Primary Contact for the Offeror, including name, address, telephone number, and E-Mail address.

A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work and Technical Specifications. Clearly state your ability to meet or exceed the requested services. Include any exceptions taken to the specifications and your proposed alternative(s).

### **Section 2 - Credentials, qualifications, related experience of the Offeror, designated service team, and financial stability of the firm**

Statement of Qualifications and Capacity of firm to provide services required. The Offeror should include a description of the organizational staff experience as it relates to meeting the County's needs to include experience administered similar contracts for governmental entities. The response should address firm's size, structure, and number of years in business.

Key Individuals - The Offeror shall produce a list of key individuals to be assigned to the County contract, specify their role in administering the contract, and provide a current biography/resume for each individual.

References - All Offerors shall include a list of a minimum of three references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers, and E- Mail addresses of all references. The county reserves the right to contact references other than, and/or in addition to those furnished by an Offeror. References may or may not be reviewed or contacted at the description of the county.

### **Section 3 - Compliance with Contractual Terms**

State your compliance with the County's contract terms and conditions. List any deviations and provide justification.

### **Section 4 - Cost of Services**

Offeror shall provide a breakdown of costs which include all material, labor, and delivery costs for each item. All Offerors shall include the Pricing Schedule, Attachment B, with their proposals.

- A. Cost of each item listed in the Pricing Schedule.
- B. Detailed list of maintenance materials and supplies included at no charge.
- C. Detailed list of normal repairs and costs.
- D. Warranty Details.

## **PROPOSAL EVALUATION AND AWARD**

The County will review and evaluate each proposal and selection will be made on the basis of the criteria listed below:

- A. Pricing
- B. Qualifications of the offeror including overall qualifications, experience, and expertise in providing goods and performance of the services required.
- C. Responsiveness to RFP

### **Method of Award**

Following evaluation of the written proposals as submitted, offerors will be ranked by initial proposals. Samples may be requested from the top candidates for evaluation purposes. . Price shall be considered but need not be the sole determining factor. If after negotiations have been conducted with the top ranked firm, an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations began with the firm ranked number 2. This procedure will continue until an agreement is reached or negotiations are terminated, and the services re-solicited. At any stage of the selection process should the county determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

Notice of Award will be posted on the County's web site (<https://www.co.isle-of-wight.va.us>) and on the bulletin board located outside of the Procurement Office, 17090 Monument Circle, Suite 137, Isle of Wight, VA 23397.

### **CONTRACT TERM**

Initial contract term shall be from date of award to June 30, 2023, with the option to be automatically renewed for one successive year period under the terms and conditions of the original contract except as stated in subsections and b below.

If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) of the original contract based on percentage off list for the new contract year.

Contract Extension: The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

# CONDITIONS AND INSTRUCTIONS

*Rev: 07/08/2022*

1. **Use of Form:** All proposals should be submitted in electronic (.pdf) format in accordance with this form. 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 of delivery is by an attachment to an email addressed to: [ewishall@isleofwightus.net](mailto:ewishall@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: [ewishall@isleofwightus.net](mailto:ewishall@isleofwightus.net). The subject line must show the proposal number and name. The entire RFP shall be included filled out and returned as part of your submittal; else, your response may be considered 'non-responsive.'
3. **Late Proposals:** Proposals and amendments thereto 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 date will be used to determine whether a submittal was timely or not. To be considered, the submittal must be sent prior to the closing date published on the front cover.
4. **County Offices Closures:** Should the County's offices, or the electronic network 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. The opening is not a public event. The names and number of responses shall 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. **Offer/Acceptance:** Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish the prescribed or services and deliverables as described therein, shall constitute a contract between the Offeror and the County, which shall bind the Offeror to furnish and deliver those services and products at the prices stated and in accordance with the conditions of the accepted proposal and the executed Agreement; and the County on its part to order from such Offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
6. **Cooperative Agreements:** If authorized by the Offeror(s), the resultant contract(s) may be extended to any local jurisdiction authorized to use cooperative procurement for these services as allowed by the Virginia Public Procurement Act (§2.2-4304). Prices set by the contract with Isle of Wight County shall govern. Any jurisdiction using such contracts shall place its own order(s) directly with the successful contractor(s). The County of Isle of Wight acts only as the contracting agent and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the Offeror's right to notify other jurisdictions of the availability of contract(s).
7. **Withdrawal of Proposals:** Proposals may be withdrawn (cancelled) any time by submitting such a request in writing on the issuing company's letterhead either by email, in person, or by certified mail within two days of the closing date.
8. **Addenda:** If issued, addenda to this solicitation will be posted on the County's website ([https://www.co.isle-of-wight.va.us/departments/budget\\_and\\_finance/rfps\\_and\\_ifbs.php](https://www.co.isle-of-wight.va.us/departments/budget_and_finance/rfps_and_ifbs.php))

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 indicated on the proposal form.

9. **Award**: Award will be made to the Offeror considered at the County's sole determination after following the procedure outlined herein. The process used for this solicitation shall be Competitive Negotiation for Non-Professional Services as outlined in the Virginia Public Procurement Act.
10. **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: [https://www.co.isle-of-wight.va.us/departments/budget\\_and\\_finance/rfps\\_and\\_ifbs.php](https://www.co.isle-of-wight.va.us/departments/budget_and_finance/rfps_and_ifbs.php) and Commonwealth's bid board (eVA) <http://eva.virginia.gov/>.
11. **County's Rights**: The County reserves the right to reject any and all proposals, and to waive any informality if it is determined to be in the best interest of the County.
12. **Delivery**: The time of delivery of services must be stated in definite terms. If time of delivery for different goods and/or services varies, the Offeror shall so state.
13. **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 correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
14. **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.
15. **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.
16. **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. Should sub-Consultants or sub-consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud.
17. **Indemnification**: The Consultant shall defend, indemnify and hold the County, and the County's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Consultant, its employees, agents, and volunteers, or incurred by or claimed against the County, the County's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the



Consultant. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the County due to the negligent, fraudulent or criminal acts of the Consultant or any of the Consultant's officers, shareholders, employees, agents, Consultants, sub-Consultants, or any other person or entity acting on behalf of the Consultant. Unless otherwise provided by law, the Consultant's indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Consultant under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

18. **Copyright Protection:** The Consultant agrees to defend and save the County, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Consultant is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
19. **Laws, Regulations:** The Consultant 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 Consultant shall at all times observe and comply with all such laws, ordinances and regulations.
20. **Alien employment:** The Consultant certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
21. **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.

22. **Default:** In event of default by the Consultant, the County reserves the right to procure the goods and/or services from other sources and hold the Consultant liable for any excess cost occasioned thereby. Such actions taken by the County shall not release the Consultant from additional remedies that may be allowed by law.
23. **Availability of Funds:** When a contract resulting from this solicitation involves multiple fiscal periods, such contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
24. **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 valid and timely all appeals shall be made within the parameters and time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.

25. **Faith-based Organizations:** Isle of Wight County does not discriminate against faith-based organizations.
26. **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 shall include the following provisions:

1. During the performance of this contract, the Consultant agrees as follows:
    - a) The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service-disabled veterans 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b) The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant 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 Consultant will include the provisions of Section a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub-consultant or vendor.
27. **Drug-Free Workplace:** During the performance of this contract, the Consultant agrees to (1) provide a drug-free workplace for the Consultant's employees; (2) post in conspicuous place, 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 is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (4) 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 sub-consultant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, 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.

28. **Assignment of Contract:** A contract shall not be assignable by the Consultant in whole or in part without the written consent of the County.
29. **Independent Consultant:** The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of the County.
30. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the County. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The County shall not be required to pay any of the Consultant's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the County. If the County delays the project for any reason for a continuous period of ninety (90) days or more, the County and Consultant will negotiate a mutually agreeable adjustment to the Consultant's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the County due to causes within the County's control, the above waiver or release shall not apply.
31. **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.

The Consultant shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the County or written instruction/order from the Court.

32. **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.
33. **Termination for Convenience:** The County may at any time, and for any reason, terminate this Contract by written notice to Consultant specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Consultant by certified mail/return receipt requested at the address set forth in Consultant's Proposal or as provided in this Contract. In the event of such termination, Consultant shall be paid such amount as shall compensate Consultant for the work satisfactorily completed, and accepted by the County, at the time of termination. If the County terminates this Contract, Consultant shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the County any work completed or in process for which

payment has been made.

After the first contract term the Consultant may at any time, and for any reason, terminate the Contract by written notice to the County specifying the termination date, which shall not be less than thirty (30) days from the date such notice is mailed.

34. **Termination for Cause:** In the event that Consultant shall for any reason or through any cause be in default of the terms of this Contract, the County may give Consultant written notice of such default by certified mail/return receipt requested at the address set forth in Consultant 's Proposal/ or as provided in this Contract.

Unless otherwise provided, Consultant shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Consultant to cure the default, the County may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Consultant shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the County and provisions herein with respect to opportunity to cure default shall not be applicable.

35. **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 Purchasing Agent. Violation may result in a determination that your firm is ineligible for an award.

36. **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.

37. **Consultant Failure to Perform:** Failure of the Consultant to perform the contract by reason of the County's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the County and may result in debarment of the Consultant for a period of up to three (3) years. Termination and /or debarment of the Consultant shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.

38. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, the contract documents shall control.

39. **Records and Inspection:** The Consultant shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Consultant's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Consultant by the County. The County shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the County to the Consultant pursuant to this contract or any renewal or extension of this contract. The County's employees, agents or authorized representatives shall have access to the Consultant's facilities, shall have access to all necessary records and shall be

provided adequate and appropriate workspace, in order to conduct audits.

40. **Rights and Remedies Not Waived:** In no event shall the making by the County of any payment to the Consultant, or the waiver by the County of any provision under this contract including any obligation of the Consultant, constitute or be construed as a waiver by the County of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall not impair or prejudice any right or remedies available to the County.
41. **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.
42. **Conflicts of Interests:** Consultant shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the County. The County may not procure supplies, equipment, materials or other goods from a Consultant on the same project.
43. **Responsibility of Consultant:** The Consultant shall, without additional costs or fee to the County, correct or revise any errors or deficiencies in his performance. Neither the County's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the County, and the Consultant shall remain liable to the County for all costs which are incurred by the County as a result of the Consultant's negligent performance of any of the services furnished under this Agreement.
44. **Changes and Additions:** It shall be the responsibility of the Consultant to notify the County, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the County, in writing.

It is understood and agreed to by both the County and the Consultant that such modifications or additions to this Agreement shall be made only by the full execution of the County's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Consultant on such modification or addition to this Agreement prior to the County's execution of its standard Agreement change order form shall be at the total risk of the Consultant and said work may not be compensated by the County.
45. **Debarment Status:** By submitting a proposal, proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
46. **Safety:** All Consultants and sub-consultants performing services for the County are 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 Consultants and sub-consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
47. **License Requirement:** All firms doing business in the County are required to be licensed in accordance with the County business license ordinance. Wholesale and retail merchants without a

business location in the County are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

48. **Consultant's Form:** In cases where the County may accept the Consultant's form agreement, whereas certain standard clauses that may appear in the Consultant's form agreement cannot be accepted by the County, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Consultant's form contract, the County's contract addendum shall prevail over the terms of the Consultant's agreement in the event of a conflict.
49. **Contract Quantities:** The quantities specified in the Request for Proposals are estimates only unless otherwise clearly noted and are given for the information of Offeror and for the purpose of proposal evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract or relieve the Consultant of his obligation to fill all orders placed by the County, except as clearly noted.
50. **Offeror's Qualifications:** Only proposals from established Consultants for work similar in scope to work herein shall be considered; the County reserves the right to request specific reference information prior to award. Offeror shall demonstrate that they have adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein. The County may, at its option, disqualify an Offeror and reject his proposal for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:
- Evidence of collusion among Offeror.
  - Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to sub-consultants
  - Default on any previous contract.
  - For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
  - Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
  - Consultant does not meet project-specific requirements, as identified in the Contract Documents
51. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive proposals. F.O.B. Destination-Freight Included shall include all shipping costs to the County location(s) at the unit cost. No additional shipping charges shall be allowed.
52. **Exemption from Taxes:** The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax-exempt status will be furnished by the County upon request.
53. **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 Buyer 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.

54. **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, the work performed on behalf of the County by the Offeror, his agents, representatives, employees or sub-consultants. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and 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 sub-consultants.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

d. Professional Liability

1. The successful Offeror shall provide the County with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the County for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.

2. The County policy shall be endorsed to include the County's officials, officers, agents and employees as insured. The E&O Policy shall include the successful Offeror and the Offeror's sub-consultants of every tier as the Offeror designated in the declarations.

3. The minimum E&O Policy limits to be provided by the successful Offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply

only to the County and County 's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

4. Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the County with forty-five (45) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.
  - e. Coverage Provisions
    1. All deductibles or self-insured retention shall appear on the certificate(s).
    2. The County, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
    3. The Offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
    4. 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.
    5. All coverage for sub-consultants of the Offeror shall be subject to all of the requirements stated herein.
    6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
    7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its' officers/officials, agents, employees and volunteers.
    8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
    9. The Offeror shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
    10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from County's Risk Officer.
    11. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.
55. **Payments to Sub-consultants:** Within seven days after receipt of amounts paid by the County for work performed by a sub-consultant under this contract, the Consultant shall either:



- a. Pay the Sub-consultant for the proportionate share of the total payment received from the County attributable to the work performed by the Sub-consultant under this contract; or,
- b. Notify the County and Sub-consultant, in writing, of his intention to withhold all or a part of the Sub-Consultant's payment and the reason for non- payment.

The Consultant shall pay interest to the Sub-consultant on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Consultant tractor shall include in each of its subcontracts a provision requiring each Sub-consultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub-consultant.

The Consultant's obligation to pay an interest charge to a Sub-consultant pursuant to this provision may not be construed to be an obligation of the County.

56. **Ownership of Documents:** Any reports, specifications, blueprints, negatives or other documents prepared by the Consultants in the performance of its obligations under the resulting contract shall be the exclusive property of County, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Consultants shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the resulting contract without the prior written consent of County. Documents and materials developed by the Consultant under the resulting contract shall be the property of County; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. County agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified when the Consultants is not the firm of record.
57. **Default on Taxes:** The County reserves the right to withhold payment to any consultant that is in arrears, or in default to the County on any debt or Contract, or that has defaulted as a surety, or otherwise on any obligation to the County.
58. **Contractual Disputes:** The Consultant shall give written notice to the Purchasing Officer of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.  
  
The written claim shall be submitted to the Purchasing Officer no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Officer shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.  
  
The Purchasing Officer's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.
59. **Responsibility for Making Corrections:** The Consultant shall, without additional costs or fee to the County, correct or revise any errors or deficiencies in its performance, The County's review, approval, or acceptance of, nor payment of any of the services required under the contract shall be deemed a waiver of rights by the County as a result of the Engineer's negligent performance of any of the services furnished under the contract.

60. **Submissions:** All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the County's Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the County's Project Manager.

The County prefers to make payment with the County's Purchasing Card, or by direct deposit. If you are willing to use either of these methods, please register at the following sites:

Pcards: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors)

Direct Deposit: [www.paymode.com/isleofwight](http://www.paymode.com/isleofwight)

61. **Submission of Proprietary Information:** Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials and must identify the data or other materials to be protected and state the reason why protection is necessary. (Section 2.2-4342 F. of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal with , any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.

**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:

Federal ID No. \_\_\_\_\_

Complete Legal Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Name (type/print): \_\_\_\_\_ Title: \_\_\_\_\_

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

# EXCEPTIONS TO RFP (RFP #23-3210-157)

Name of Firm/Offeror: \_\_\_\_\_

Unless stated in this portion of the proposal, all Offerors will be considered to have accepted all the terms of the Request for Proposal (RFP), including all 'must's,' 'shall's,' and 'should's,' and any amendments as issued, without exception.

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## 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 OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE OFFEROR'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 OFFEROR'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 OFFEROR THAT THE OFFEROR 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 SUBOFFEROR 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 OFFEROR 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 SUBOFFEROR OR VENDOR.

<b>Name and Address of Bidder:</b>	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: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, by and between the County of Isle of Wight, Virginia whose principal office is 17090 Monument Circle, Suite 101, Isle of Wight, Virginia 23397, hereinafter called "OWNER", party of the first part, and \_\_\_\_\_, hereinafter referred to as "Consultant", party of the second part.

The CONSULTANT did, prior to the 15th day of November 2022, at 2:00 PM, local time, submit an offer to perform such services stipulated in accordance with the terms of terms and conditions included in RFP #23-3210-157, Comprehensive Classification and Compensation Study.

It is mutually understood and agreed by the parties hereto that the Request for Proposals inviting Consultants to make offers as published; the Conditions of original Contract (General, Special, Supplemental and other conditions as they may be titled); the General and Detailed Specifications; all proceedings by the governing body of the OWNER pertaining to the subject matter of this Contract; all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto.

In consideration of the following mutual agreements and covenants to be kept by each party:

a. The CONSULTANT agrees to furnish and pay for all labor, tools, equipment, machinery, supplies, facilities, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in the written Contract Documents hereto attached and made apart hereof in strict compliance with the Contract Documents for an amount agreed upon and shown in Exhibit A, subject to adjustment as provided in said documents.

b. Periodic payments based on hours worked and allowable expenses as negotiated and described in Attachment A, for work completed under this contract shall be made in strict accordance with the project specifications and any special conditions attached thereto.

c. It is understood and agreed that all work shall be accomplished in strict compliance with the provisions of the Contract Documents. It is understood and agreed by both the County and the CONSULTANT that any modifications or additions to this agreement shall be made only by the full execution of the County's standard contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the CONSULTANT on any such modification or addition to this AGREEMENT prior to the County's execution of its standard Contract Change Order form shall be at the total risk of the CONSULTANT and said work shall not be compensated by the County.

d. CONSULTANT agrees to begin the work within ten (10) days of Notice to Proceed and that final completion shall be within twelve (12) to eighteen (18) months of Notice to Proceed.

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

OWNER: Isle of Wight County, Virginia

ATTEST: By: \_\_\_\_\_  
Randy Keaton, County Administrator

By: \_\_\_\_\_  
Robert W. Jones, Jr., County Attorney

CONSULTANT:  
\_\_\_\_\_

By: \_\_\_\_\_

ATTEST FOR CONSULTANT:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Robert W. Jones, Jr., County Attorney



## **ATTACHMENTS**

ATTACHMENT A: DETAILED TECHNICAL SPECIFICATIONS

ATTACHMENT B: PRICING SCHEDULE