



**REQUEST FOR PROPOSALS**  
**RFP #23-4110-262**  
**February 28, 2023**  
**Department of Budget & Finance**  
**17090 Monument Circle, Suite 137**  
**Isle of Wight, VA 23397**  
<http://www.isleofwightus.net>

**Engineering Design Services for  
The Riverside Elevated Water Storage Tank**

Sealed proposals will be received by the office of The Purchasing Agent as listed below, until the time and date shown below (local prevailing time), for furnishing services described in this solicitation.

**SUMMARY SCOPE OF SERVICE**– Isle of Wight County, Virginia is requesting sealed proposals from qualified professional engineering firms to provide design services for the construction of a 750,000-gallon elevated storage tank located in the Newport Development Services District, near the intersection of Brewers Neck Blvd. (Route 258) and Benn’s Church Blvd. (Route 10/32). The design shall be based on the findings found in the Preliminary Engineering Report, dated November 28, 2022, as prepared by ATCS, PLC.

Questions Due: March 15, 2023, 3:00 PM EST  
Proposals Closing Date: April 3, 2023, 2:00 PM EST

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**Contract Officer:** *Erin Wishall*   
Erin Wishall, Purchasing Agent

*The Purchasing Agent, Erin Wishall, is the contract officer for Isle of Wight County with respect to this RFP. All questions and/or comments should be directed to her 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 offeror from the procurement.*

Company Name: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Professional Services

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## **SOLICITATION DOCUMENTS**

Request for Proposals (RFP) documents, including any addenda, are available from the Purchasing website: <http://www.co.isle-of-wight.va.us/budget-and-finance/> and on the Commonwealth's bid board (eVA) <http://eva.virginia.gov> or from the Purchasing Officer at : Isle of Wight County, Department of Budget and Finance, 17090 Monument Circle, Isle of Wight, VA 23397

### **QUESTIONS:**

Questions concerning this project must be in writing (email is preferred) and addressed to the Purchasing Agent, as shown on page one, and should be received no later than March 15, 2023. Email is the preferred method for asking question and will get a faster response, but other written forms are acceptable.

### **SUBMITTALS:**

Responses may be mailed or hand delivered to the Isle of Wight County Department of Budget and Finance at the address listed. 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 inquires/interviews and contract negotiations. All proposals submitted shall become property of the County. Proposals must be signed by the principal of the firm authorized to negotiate and contract for the work. The subject line/title shall identify the project and closing date. Proposals received by mail, telephone, telegraph, facsimile or other electronic means shall not be accepted. Proposals will be received on or before the date and hour and at the place stipulated in the RFP as may be modified by subsequent Addenda. Late Submissions will not be accepted.

The entire Request for Proposal must be submitted on the designated Forms and Addenda Forms, signed by an authorized representative and delivered as a sealed hard copy. We do not have means to keep a complete plan-holders list, or the names of 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.

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish any or all of the items and/or services upon which prices are negotiated, at the price set, to be delivered within one hundred and eighty (180) days. The undersigned certifies they 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***

The County proposes to construct an elevated water storage tank connected to the existing 16" waterline in the area of the new Riverside Medical Center near the intersection of Brewers Neck Blvd. and Benn's Church Blvd. The proposed elevated tank will have an approximate volume of 750,000 gallons and will create two pressure zones within the Newport Development Service District. Water supply for this tank will come from the Route 10 connection with the Suffolk Water System. A pump station will be required near the Suffolk connection to provide water to this newly created zone. Additional information can be found from the preliminary Engineering Report dated November 28, 2022, by ATCS PLC, included herein as Attachment A.

## ***SCOPE***

This is a Professional Services project for the design of the elevated water storage tank as well as a pump as outlined in the Preliminary Engineering Report.

Consultant shall assume the final design will conform to Hampton Roads Planning District Commission (HRPDC) Construction Standards and all Virginia Department of Health requirements. The County will provide any exceptions to those standards prior to Award.

## ***PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS***

Responses to this RFP shall include the RFP, a letter of interest and understanding, and an approximately twenty-five (25) additional pages to provide evidence of qualifications to perform the work. These should follow the Evaluation Criteria listed below.

## ***EVALUATION CRITERIA AND AWARD PROCESS***

The County's Evaluation Committee shall review each proposal and make a selection of proposals that will be considered further. This selection shall be made for each proposal on the basis of the criteria listed below. Each criterion will be evaluated based upon the strengths and weaknesses of the submittal or subsequent information gained in the process:

- Staff experience and qualifications.
- A description of your Quality Control processes.
- List of recent comparable projects completed or under construction.
- An assessment of possible project constraints or design issues.
- Method to be used to determine overall project costs and schedule.
- Overall Quality and Completeness of Proposal.

In addition, the substance of proposals will carry more weight than their form or manner of presentation. Be aware that the quality and clarity of proposals may affect the Committee's perception of the Offeror's overall qualifications to provide quality services.

The procurement of these services shall be in accordance with procedures of the Virginia Public Procurement Act, Competitive Negotiation for 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 of the proposals. This ranking shall be used to select firms for further consideration—the short-list. At this point, the Evaluation Committee will determine the need for interviews and if so decided, conduct interviews with two or more of the top ranked firms.

After interviews, if determined by the Committee as required, have been conducted with the short-listed firms, the County shall select the proposal which, in its sole opinion, is in the best interest of the County, enter into negotiations, and make an award to that firm. If an agreement cannot be negotiated, the County will break off negotiations and enter into negotiations with the firm ranked second, as required under the Virginia Public Procurement Act. 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. The file will show the Committee's perception of the strengths and weaknesses of each proposal received as basis for selection.

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.

## ***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.

## CONDITIONS AND INSTRUCTIONS

Rev: 3/21/2016

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 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), and the project line must show the proposal number and name. This form shall be included 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 must be prior to the closing date published on the front cover.
4. **County Offices Closures:** Should the County's offices be closed, or its 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. The opening is not a public opening. 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 any or all of the goods and/or services described therein, shall constitute a contract between the offeror and the County, which shall bind the offeror to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted proposal; 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. **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.
7. **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 shall be indicated on the proposal form in the appropriate spaces.
8. **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 Professional Services as outlined in the Virginia Public Procurement Act.
9. **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/>.

10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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-Consultant s or sub consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud.
16. **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-Consultant s, or any other person or entity acting on behalf of the Consultant. Unless otherwise provided by law, the Consultant 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.
17. **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.
18. **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.
19. **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.

20. **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.

21. **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.
22. **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.
23. **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 assistance.
24. **Faith-based Organizations:** Isle of Wight County does not discriminate against faith-based organizations.
25. **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:
  1. 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.

2. 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.
3. 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.

26. **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 marijuana 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.

27. **Assignment of Contract:** A contract shall not be assignable by the Consultant in whole or in part without the written consent of the County.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.**

All questions shall be in writing to the Contract Officer shown on the title page of the proposal. 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 this procurement.

35. **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.

36. **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.

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

38. **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 work space, in order to conduct audits.
39. **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.
40. **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.
41. **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.
42. **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.
43. **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.

44. **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.
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. **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 offerors.
  - 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
50. **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.
51. **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.
52. **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.
53. **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.
54. **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 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.

55. **Ownership of Documents:** Any reports, specifications, blueprints, negatives or other documents prepared by the Consultant 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 Consultant 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 Consultant is not the firm of record.

56. **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

57. **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.

58. **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, or 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.

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



**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION  
(RFP #23-4110-262)**

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

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document , line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE



**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 CONSULTANT AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONSULTANT'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 CONSULTANT'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 CONSULTANT THAT THE CONSULTANT 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 SUBCONSULTANT 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 CONSULTANT 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 SUBCONSULTANT 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: \_\_\_\_\_