

Request for Proposals
For
Architectural Services for Madison County, Virginia
RFP# 190802

Issue Date: August 2, 2019

Madison County
302 Thrift Road/P.O. Box 705
Madison, VA 22727

REQUEST FOR ARCHITECTURAL SERVICES PROPOSALS

Madison County requests proposals for architectural services from qualified firms for the following projects:

- Madison County's Administration Center Consolidation,
- Master CIP/Asset Management Plan Update,
- Courthouse Safety Renovations,
- Preconstruction and Project Management Services, and
- Other work on a task-by-task basis.

A full copy of the request for proposals package is available at www.madisonco.virginia.gov. Proposals are due on September 3, 2019 at 2:00 PM. Disadvantaged Business Enterprises (Small/MBE/WBE firms) are encouraged to submit proposals.

COUNTY OF MADISON, VIRGINIA RFP #190802

Architectural Services

(COMPLETE THIS SHEET AND RETURN AS A COVER PAGE FOR THE PROPOSAL)

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to Jack Hobbs at jhobbs@madisonco.virginia.gov at least seven days before the deadline. Answers will be posted in addendum form on the Madison County web site at least 48 hours prior to the deadline. It is the offeror's responsibility to obtain addenda.

DUE DATE: Sealed Proposals will be received until the time listed on the cover sheet. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification. Postmarks will not be considered.

ADDRESS: Proposals should be mailed or hand delivered to: **Madison County; 302 Thrift Road/P.O. Box 705; Madison VA 22727.** The Due Date and Hour, and RFP number should be noted on the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposals and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Business Name (print)		Federal Taxpayer Number (ID#)	APELSCIDLA Registration Number
Business Common (trade) Name and Address for PM Location		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

Proposed Project Manager Name		Title	PELSCIDLA Registration Number
Telephone Number	Fax Number	Toll Free Number	E-mail Address

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I. APPLICABILITY OF THE A/E MANUAL

The Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers (A/E Manual) shall apply to the contract awarded pursuant to this RFP and is incorporated by reference in its entirety. (Reference <https://dgs.virginia.gov/globalassets/business-units/bcom/documents/cpsm/2012-cpsm-rev-0.pdf>.)

Offeror's attention is directed to Chapter 2, Definitions, for the definition of terms used in this RFP. The terms "Agency" and "Owner" are used interchangeably in the material referenced in this RFP and mean the public body issuing this solicitation for services and with whom the successful Offeror will enter into an agreement. This RFP is issued on behalf of Madison County with cooperative procurement (reference paragraph 44 of the General Conditions and Instructions to Vendors appendix). Offerors attention is also directed to Section 3.1.8.7, Terms and Conditions for Professional Service.

II. PURPOSE

The County will require professional architectural assistance for discrete projects such as investigations, studies, reports, development of building and site plan design and renovation drawings and specifications, roofing services, constructability review, and professional estimating for construction. Ongoing "term" contracts are also contemplated.

This RFP is intended to solicit qualification statements for the purpose of entering into a contact through competitive negotiations for the professional services of Architectural/Engineering firms, authorized to do business in the Commonwealth of Virginia, with experience in architectural design, architectural interiors, roofing design, mechanical engineering, electrical engineering, civil engineering, geotechnical engineering, structural engineering, and environmental engineering as well as a range of other areas typical to local government processes.

The aim of this RFP is to contract with one or more Architects (sometimes hereinafter referred to as "Consultant" or Consultants) who will agree to be available to provide services, as needed, in a timely manner

III. RIGHT TO ISSUE RFP's AND PROJECT ORDERS

The County reserves the right, at its sole discretion, to issue RFP's for similar work, for other disciplines or types of work, and for other projects as the need may occur.

The County also reserves the right to issue Project Orders to other Consultants under contracts at its sole discretion, based on its evaluation of each Consultants qualifications, expertise, current workload, capabilities, performance record, location or distance to the project, and other factors as may be pertinent to the particular project.

IV. SCOPE OF SERVICE

The selected Consultant(s) shall furnish all expertise, labor and resources, in accordance with the requirements of the A/E Manual, to provide complete services necessary for Project Order's issued. The County is interested in contracting with parties that include all travel time, hotel and incidentals in their pricing rather than tacking this on as an add-on to the invoice. Pricing proposals should be in a lump sum, not to exceed format. The following generally summarizes the types of scope of service that the Consultant may be required to perform, depending on the individual Project Orders:

- A. Provide evaluations, analysis, recommendations, cost and time estimates, reports, feasibility studies, preparation of schematic or preliminary designs, field inspections and investigations, and code compliance investigations for Architectural or Engineering Projects.
- B. Provide complete contract documents for small project designs in accordance with the procedures of the A/E Manual for projects assigned by the Project Order.
- C. Assure that construction contract documents are in conformance with generally accepted architectural and engineering practices and comply fully with all applicable codes and regulations including, but not limited to, the Virginia Uniform Statewide Building Code, and the uniform Federal Accessibility Standards.

- D. Provide specifications which reflect current requirements, standards and product availability.
- E. Prior to making a submittal, respond to all review comments and resolve outstanding design issues by taking appropriate action in the design of the project.
- F. If required, coordinate the design of utility connections with local utility provider and obtain necessary approvals. The County will pay filing and permit fees and connection charges, as required.
- G. Complete all forms and documents in formats required by the A/E Manual. Process in accordance with the County's instructions.
- H. Provide services to assist the County in the bidding and award of the construction contract.
- I. Provide services for the construction phase, as required by the A/E Manual, for the administration of the contract.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. Proposals shall be signed by an authorized representative of the firm. By submitting a proposal, the Offeror certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may result in rejection of the proposal.
- B. Proposal should be prepared simply and economically, providing a straight forward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- C. Six (6) signed hard copies of the proposal shall be submitted to the County. Each copy of the proposal should be bound with all documentation submitted with the proposal contained in a single volume where practical. One (1) electronic copy of the proposal shall be submitted in a single file in Word or pdf format in a thumb drive with the proposal package. No other distribution of the proposal shall be made by the Offeror.
- D. Consultants should prepare their responses to emphasize their ability to respond to requested service, their willingness to provide services on small projects, their staffing capabilities, their past experience in providing similar services, and their expertise in the fields or disciplines sought by the RFP.
- E. Standard formats for responding to Requests for Proposals (RFP) provide uniformity in the type of information requested and enhance the review and evaluation process. The Capital Outlay Forms AE- 1 thru AE-6, ARCHITECTURAL/ENGINEERING FIRM DATA, shall be used by firms responding to this RFP. Supplemental information shall be shown on Form AE-6. **A specific list of the three most similar projects in terms of project type, scope, scale, proximity to Madison, and client type for which the proposed project manager was responsible and a short (one paragraph) description of each is to be provided for each project proposed.**

VI. EVALUATION WEIGHTS

Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria:

<u>Criteria:</u>	<u>Weight</u>
1. Expertise, experience, and qualifications of the Consultant's personnel in each discipline that may provide services relevant to the RFP. Expertise and past experience of the Consultant in providing services on other Term Contracts or on projects of similar size, scope and features as those required for the Scope of Services on this RFP.	40
2. Expertise, experience and qualifications of any special consultants proposed.	15
3. Consultant's plan to respond to request for services and ability to complete Project Orders in a timely manner.	15

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| 4. Consultant's recent (past 5 years) experience/history in designing projects within an established "Design-not-to-exceed" budget. | 15 |
| 5. Consultant's experience in providing services in conformance to the State's Construction and Capital Outlay procedures including Codes, Standards, Accessibility and Building Efficiency | 10 |
| 6. Financial Responsibility as evidenced by the Consultant carrying Professional Liability Insurance. | 5 |

Generally, the County will consider the Consultant's overall suitability to provide the services within the time, budget and operational constraints that may be present, and the comments and/or recommendations of the Consultant's previous clients, references and other reference.

AWARD OF CONTRACT: The County may engage in individual discussions and interviews with two or more proposers deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Offerors may also propose alternate concepts or methodology. Proprietary information from competing proposers (including any data on estimated man hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors, provided such information is duly marked as "Proprietary Information" by the Offeror and the designation is justified as required by Section 2.2-4342D, Code of Virginia, as revised. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall rank, in the order of preference, the offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted with the Offeror ranked first to establish an acceptable Memorandum of Understanding, including marked up hourly rates considered fair and reasonable, and which compare favorably with the typical labor rates for the various skill levels required for the work. The County reserves the right to award a contract to more than one firm as a result of this solicitation. The County will enter into separate agreements from this solicitation when and as appropriate.

A contract award will be made to the offeror provided the Consultant accepts/agrees that when the County has a project/need for Consultant services, the Consultant firms under contract will be asked to submit a proposal specific to that project. The County will then issue a project order/purchase order against this term contract for specific work to be completed.

PROPOSALS TO BE CONSIDERED FOR PROJECT ORDERS: The County may elect to ask only one contractor to submit a proposal for a specific project, or may ask more than one contractor to submit proposals. The proposal should consist of the following:

- a brief description of the project, scope of service,
- personnel to be used,
- estimated time to complete the required work, project schedule, compensation, payment and invoicing requirements.

It is at the County's sole discretion as to which contractor will receive a work order for any specific project.

VII. FEES

The fee for services on each "Project Order" shall be negotiated individually on a lump sum basis considering the Scope of Services required, the man-hours required for each level/discipline and the labor rates agreed upon during the initial negotiations and presented in the proposal submitted to be considered for each project. Each Project Order will be issued separately and will reference the original contract issued by the County to the Contractor. The County is interested in contracting with parties that include all travel time, hotel and incidentals in their pricing rather than tacking this on as an add-on to the invoice. Pricing proposals should be in a lump sum, not to exceed format.

VIII. CONTRACT TERM

The term of any term contract(s), as it relates to the issuance of "Project Orders" shall be for a one year period from the date of the contract award, or until the contract is terminated in writing by either party. At the discretion of the County, the contract may be renewed, up to four additional one year periods.

Under this Contract, Project Orders may be issued during the initial one year contract period following the date of execution of this Contract. This one year period shall be referred to as the "Contract Term." It is understood that the Consultant 's Work under the Project Orders issued may not be completed during the Contract Term; however, all terms and conditions of this Contract, including all rights and obligations, shall survive until the Work is completed, except the County's right to issue, and the Consultant 's right to accept, additional Project Orders.

The County may, at its sole discretion, renew the Contract for up to four additional one year Contract Terms provided the option to renew was indicated in the RFP. If the County exercises its option to renew, the second Contract Term shall begin one year from the date of the execution of this Contract or the date that the County notifies the Consultant that the option to renew is being exercised, whichever occurs first.

IX. PROJECT ORDERS

Individual projects or requests for services will be issued in the form of "Project Orders" by the County. Fee proposals by the firm will be negotiated and awarded on a "lump sum" or "fixed fee" amount for each project order. However, project orders may be used to secure services for investigations or similar work where an estimate of time cannot be determined. In such cases an exception is allowable to use the scheduled man-hour rates with a maximum amount as the basis for the "project order" fee. In the event that no fee agreement can be reached, the Owner reserves the right to terminate the negotiations with the Engineer in writing and to offer the project to other contractor, firms, or individuals.

It is understood that the County, at its sole discretion, may not offer any Project Orders to the Consultant during the Contract Term. Although the potential exists for multiple project orders during the Contract Term, the County does not represent or guarantee that the Consultant will receive any Project Orders.

X. CONTRACT ADMINISTRATION

The Madison County Administrator or his designee shall be identified as the Contract Administrator for Madison County and shall use all powers under the contract to enforce its faithful performance.

The Contract Administrators, or designees, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrators, or designees, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications must be authorized by the Madison County Administrator through a written amendment to the contract.

XI. GENERAL CONDITIONS AND INSTRUCTIONS TO VENDORS

Evaluation & Award:

- a. An Evaluation Committee will evaluate the proposals as provided in the Virginia Public Procurement Act using the following criteria:
 1. Total cost of the services provided as best benefits the County. Note that if an Offeror does not propose to provide all services, factors beyond that Offeror's control such as the cost and services offered by another provider and the services being provided on an in-house basis must be considered by the County.
 2. Qualifications of the firm and key personnel including customer service skills, professional demeanor and ability to acknowledge or respond to questions/concerns.
 3. The capacity of the Offeror to provide the services offered.
 4. Specific approach to providing the services.
 5. References.
- b. The County shall engage in individual negotiation and discussions with one or more Contractors deemed fully qualified, responsible and suitable on the basis of initial responses, and with competence in construction to provide the required services. Repetitive informal interviews are permitted. Contractors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract as well as alternative concepts. On the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the County shall select the Contractor whose price, qualifications, and proposed services are deemed most meritorious. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Contractor. Otherwise, negotiations with the Contractor ranked first shall be formally terminated and negotiation conducted with the Contractor ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Contractor. The County reserves the right to award any item or combination of items in the Scope of Services.
- c. The Request for Proposal and all documents contained herein shall become of the part of the contract executed between the Contractor and the County of Madison, VA.

General Conditions and Instructions to Vendors:

(Revised 2/4/19)

These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Madison County Purchasing Agent unless otherwise specified. The Madison County Purchasing Agent is responsible for the purchasing activity of Madison County. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contracts for Madison County, a political subdivision of the Commonwealth of Virginia. Vendor or his Contractor authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the Vendor's Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error. Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Purchasing Agent will bind Contractor to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY:** According to the Purchasing Policy, the Madison County purchasing system shall operate under the direction and supervision of the County Administrator, who shall be the Purchasing Agent for the County. In the discharge of these responsibilities, the Purchasing Agent may delegate the administrative purchasing responsibility to a responsible subordinate. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby. As such, the Purchasing Agent shall have all authority, rights and privileges as the listed procurement contact.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Contractor's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Contractor has questions about the specifications or other solicitation documents, the prospective Contractor should contact the individual whose name appears on the face of the solicitation no later than seven (7) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the procurement contact. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:** Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Contractor to ensure their bid/proposal reaches Procurement by the designated date and hour.
 - a. The official time used in the receipt of bids/ proposals is that time on the clock in the office where the bids are to be submitted.
 - b. Late bids/proposals/modifications will be returned to the Contractor UNOPENED, if solicitation number, acceptance date and Contractor's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **IDENTIFICATION OF PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Virginia Freedom of Information Act. However, in order for this information to be protected from disclosure, the Contractor must specifically invoke the protections of Sec. 2.2-4342, Code of Virginia, 1950, as amended, or other applicable statute, prior to or upon submission of the trade secrets or proprietary information. The Contractor must clearly identify any part of its proposal considered to be protected as trade secret or as proprietary information, and must state the reasons why protection is necessary.
 - a. Any Contractor shall identify a trade secret or proprietary information by clearly stating "Trade Secret" or "Proprietary Information" adjacent to the particular information, and by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The Contractor shall state the reasons why protection is necessary on a separate page of the proposal.
 - b. Any Contractor shall not identify as a trade secret or proprietary information those sections of the proposal that are material to Madison County's ultimate award of the contract.
 - c. The County reserves the right to contact a Contractor and to request that the Contractor explain or clarify why the Contractor identified certain information as a trade secret or as proprietary information.
 - d. Any Contractor shall not identify as trade secret or proprietary information their complete proposal.
7. **WITHDRAWAL OF BIDS/PROPOSALS:**
 - a. Contractor for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
 - i. Bids/Proposals may be withdrawn on written request from the Contractor received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the procurement contact, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.
 - c. No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same Contractor or of another Contractor in which the ownership of the withdrawing Contractor is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Contractor who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
8. **ERRORS IN BIDS/PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the Contractor. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Contractor. Bidders/Contractors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
9. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:
 - **ADDRESSED TO THE PURCHASING AGENT**
 - **IFB/RFP NUMBER**
 - **TITLE**
 - **BID/PROPOSAL DUE DATE AND TIME**

If a bid/proposal is not addressed with the information as shown above, the Contractor takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

10. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
11. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
12. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on Public Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Contractors will be read and made available to the public.
13. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
14. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
15. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Contractor.
16. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Contractors certify that they are not currently debarred from submitting bids/proposals on contracts by Madison County, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by Madison County or any agency, public entity/locality or authority of the Commonwealth of Virginia.
17. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Contractors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Contractor, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
18. **NO CONTACT POLICY:** No Contractor shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the procurement contact, after the date and time established for receipt of bids/proposals. Any contact initiated by a Contractor with any Owner representative, other than the procurement contact, concerning this solicitation is prohibited and may cause the disqualification of the Contractor from this procurement process.

SPECIFICATIONS

19. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
20. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
21. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. The Contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
22. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

23. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Contractor whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation

factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many Bidders/Contractors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder. All awards are subject to appropriation by the Madison County Board of Supervisors.

24. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Purchasing Agent will post a notice on the County web site.
25. **QUALIFICATIONS OF BIDDERS OR CONTRACTORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the work/furnish the item(s) and the Contractor shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Contractor's physical facilities prior to award to satisfy questions regarding the Contractor Contractor's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Contractor fails to satisfy the Owner that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
26. **NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the public body may negotiate with the apparent low bidder to obtain a contract price within available funds.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Madison County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to the Code of Virginia. If no Owner or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Madison County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
29. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.
30. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
31. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Madison County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
32. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
 - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the department responsible for initiating the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
33. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
34. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
35. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to and other remedies which the Owner may have.
36. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Contractors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and those applicable Sections of the *Virginia Public Procurement Act*. 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.

37. In every contract over \$10,000 the provisions in A and B below shall apply:
- a. During the performance of this contract, the Contractor agrees as follows:
 - i. The Contractor 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 reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. 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.
 - b. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
38. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the department address requesting the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number and must have the department head's approval.
39. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- a. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - i. By mutual agreement between the parties in writing; or
 - ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - iii. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Procurement within thirty (30) days from the date of receipt of the written order from Procurement. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors as applicable.
40. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
41. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (I) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
42. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing

provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled as of the first day of that subsequent fiscal year.

43. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Contractor, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a Bidder, Contractor or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Contractor or Contractor must invoke the protections of that section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

44. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:** Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Owner acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.

- a. It is the awarded vendor’s responsibility to notify the jurisdictions and political subdivision of the availability of the contract.
- b. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- c. Owner shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

45. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and the right to examine any of said materials during said period.

46. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are “Hazardous Substances” as defined by Article 3.1-250 of the Code of Virginia (1950), as amended, or Article 1261 of Title 15 of the United States Code, then the Bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Article 3.1-252 of the Code of Virginia or Title 15 U.S.C., Article 1263.

47. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or contract offered. Failure on the part of the Bidder to submit such data sheet may be cause for declaring the bid as non-responsive.

48. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Agent. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Agent the names, qualifications and experience of their proposed subcontractors. Notwithstanding any approval by the Owner permitting subcontracting the Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

49. **PROTECTION OF PERSON AND PROPERTY:** The Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor’s operation in connection with the work.

- a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner’s property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
- d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed

by the Contractor on account of any emergency work shall be determined as provided by paragraph 35, of the General Terms and Conditions.

50. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

DELIVERY PROVISION

51. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
52. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
53. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount of fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
54. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the procurement contact when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the procurement contact, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
55. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
56. **REPLACEMENT:** Materials or components that have been rejected by the procurement contact, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
57. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

58. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Contractor who desires to protest the award or decision to award a contract, by Owner, shall submit such protest in writing to the Owner (if the award or decision to award was made by Madison County (if the award or decision to award was made by Madison County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Contractor is not a responsible Contractor. The written protest shall include the basis for the protest and the relief sought. The Owner shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Contractor appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit a Contractor to challenge the validity of the terms or conditions of the solicitation.
59. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Owner (if the claim is against Madison County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the Board of Supervisors (if the claim is against Madison County Government) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the

Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

Attachment A: **Vendor Data Sheet**

The following information is required as part of your response to [RFP#190802](#).

1. Primary Contact Information:
Name: _____ Phone: _____
2. Years in Business: Indicate the length of time you have been in business providing this type of goods and service: _____ Years
3. Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by Madison County or an agency, public entity/locality or authority of the Commonwealth of Virginia? _____
4. Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by an agency, public entity/locality or authority of the Commonwealth of Virginia? _____
5. Provide no less than three (3) recent client references. The references shall consist of two (2) or more of the clients your company has performed similar services for the past five (5) years.
 - A. Company: _____
Contact: _____
Phone: () _____
Project: _____
Dates of Service: _____
\$Value: _____
 - B. Company: _____
Contact: _____
Phone: () _____
Project: _____
Dates of Service: _____
\$Value: _____
 - C. Company: _____
Contact: _____
Phone: () _____
Project: _____
Dates of Service: _____
\$Value: _____

Attachment B: **Proof of Authority to Transact Business in Virginia**

RFP#190802

Pursuant to Virginia Code §2.2-4311.2, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror is not required to be so authorized. Any Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator.

If this quote for goods or services is accepted by the County of Madison, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. _____ Offeror does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror

Date

Authorized Signature

Print or Type Name and Title

Attachment C: Non-Collusion Statement

RFP#190802

The party making the foregoing proposal/bid hereby certifies that such proposal/bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal/bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said proposal/bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal/bid are true.

By signing this proposal/bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Madison County of the Commonwealth of Virginia or the Commonwealth of Virginia. Bidder also certifies by signing this proposal/bid that no conflict of interest exists between Contractor and the Owner that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the Owner. Undersigned bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Request for Proposal and hereby submits this proposal/bid pursuant to such instructions and specifications, without exception.

Legal Name of Offeror

Authorized Signatory Name

Title

Signature

Date

Attachment D: **Contractor Statement**

RFP#190802

The undersigned declares that the person or persons signing this proposal pursuant to this request for proposals is/are fully authorized to sign the proposal on behalf of the firm listed and to bind the firm to all conditions and provisions thereof.

Respectfully submitted this _____ day of _____, 2019.

Full, Legal FIRM NAME

PHONE # (INCLUDING AREA CODE)

ADDRESS

FAX #

CITY, STATE AND ZIP

FEDERAL IDENTIFICATION NUMBER

NAME OF REPRESENTATIVE

SIGNATURE

DATE

SUBSCRIBED AND SWORN to before me by the above named

_____ on the _____ day of _____, 2019.

Notary Public in and for the State of _____

My commission expires: _____

Attachment E: Risk Management Insurance Checklist

RFP#190802

Items marked "X" are required to be provided if award is made to Offeror.

Required	Coverage Required	Limits of Liability (Denotes minimums)
X	Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory
X	Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
X	Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Each Occurrence \$5,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Limit Ea. Occurrence
	Garage Liability	\$1,000,000 CSL Ea. Occurrence
	Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	Maximum Value of One Vehicle Maximum Value of All Vehicles Contractor
X	Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	\$1,000,000
	Other Insurance:	
X	"Madison County Board of Supervisors; 302 Thrift Road; Street, P.O. Box 705; Madison, VA 22727" named as an additional insured on Auto and General Liability Policies. (This coverage is primary to all other coverage the County may possess and must be shown on the certificate.)	
X	30 day written cancellation notice required, 15 day cancellation notice required for non-payment to Madison, owner– Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
X	The Certificate must state Bid/RFP No. and Bid/RFP Title.	
X	Contractor shall submit Certificate of Insurance within five business days from notification of award.	

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

 FIRM

 SIGNATURE

Attachment F: **Virginia DGS forms AE-1 thru AE-6**

RFP#190802

The following forms are available at <https://dgs.virginia.gov/search/documents-and-forms/?filter=AE> and are incorporated by reference:

- Forms AE-1 and AE-1A provides historical data on the firm to include firm name, location, type of ownership, size, previous name(s), principals, type of personnel, consultants proposed, Professional Liability Insurance coverage, proposed participation of small businesses and variety of past project experience data.
- Form AE-2 provides information on the proposed consultants for the particular project.
- Form AE-3 provides information on the personnel proposed to be assigned to the project and a narrative of the methodology to be used for providing the services and for quality assurance.
- Form AE-4 provides information on the individual qualifications, experience and expertise of the key personnel proposed to be assigned to the project.
- Form AE-5 provides specific data on similar projects or projects with similar features on which the Consultant and/or its consultants have provided services.
- Form AE-6 offers the Consultant a forum for a narrative to describe particular capabilities, expertise, project approach, current workload and other information supporting the firm's qualifications for the project.

Note: The RFP requires offerors to provide a specific list of the three most similar projects in terms of project type, scope, scale, proximity to Madison, and client type for which the proposed project manager was responsible and a short (one paragraph) description of each is to be provided for each project proposed.

Attachment G: Proprietary Information

RFP#190802

Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 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 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 trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION**Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F**

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the County on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the County's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

Attachment H: Exceptions to RFP

Name of Offeror: _____

RFP #190204: Request for Solid Waste Management Services Proposals

Please list any deviations the services articulated in the RFP and/or those that are currently provided.

[illegible]**RETURN THIS PAGE ONLY IF APPLICABLE**

Attachment I: **Anticipated Projects**

Brief scopes of work for three currently anticipated projects are attached.

Proposers are encouraged to include on-call/term contract proposals.

Attachment I 1: Madison County Administration Center Consolidation

- Location:** 410 & 414 N. Main Street; Madison, VA 22727
- Budget:** \$641,000 approved in FY20; anticipated \$607,000 in FY21
- Background:** This project would result in the consolidation of major Madison County administrative functions onto one campus. The project envisions the relocation of all County offices from the Thrift Road site to the administrative building (414 N. Main Street, 5,200 SF) and health department building (410 N. Main Street, 5,595 SF).
- Scope of Work:** An architectural or engineering consultant would provide evaluation and space planning services, prepare drawings and specifications, obtain all necessary permits and approvals, lead a procurement process, support project financing activities, provide contract administration and project management services, and otherwise coordinate the completion of a project involving:
- Renovating the existing county administration building at 414 N. Main Street. Concerns include aged facilities, security issues, outdated electrical systems and handicap-accessible restrooms.
 - Renovating/upfitting the soon to be former health department building at 410 N. Main Street.
 - Offices to be located on the campus should include:
 - Board of Supervisors/County Administrator offices and conference room
 - Treasurer
 - Commissioner of the Revenue
 - Voter Registrar
 - Finance and Information Technology
 - Development Services (formerly zoning and building official)
 - Auditorium meeting space
 - Tasks are expected to include space planning, developing a project sequencing plan to ensure continuity of operations, creation of biddable drawings and specifications and construction administration.
 - The planning and design task should be completed by December 31, 2019 so that construction work could be bid and a contractor on site in early 2020.

Information on the site can be found in the County facilities study at https://www.madisonco.virginia.gov/sites/default/files/fileattachments/facilities_amp_maintenance/page/149/cip_-_2012-2016.pdf and on VAMANet at <http://www.vamanet.com/cgi-bin/RECPGM2?LOCAL=MAD&RECNUM=695&DWELL=1>.

Attachment I 2: Madison County Master CIP/Asset Management Plan

Location: Various Madison County Facilities

Budget: \$60,000 approved in FY20

Background: This project would update Madison County's buildings and grounds asset inventory and earlier capital improvement plans and form the basis of a new asset management strategy.

Scope of Work: For all Madison County, Madison County Parks and Recreation Authority and Madison County Public School buildings and grounds, an architectural consultant would:

- 1) Research, compile and update information on building histories, drawings, etc.
- 2) Conduct interior and exterior inspections of County buildings and facilities including, but not limited to, foundations, ramps, walkways, parking lots, drainage facilities, walls, windows and doors, chimneys, roofing and eaves.
- 3) Provide a high-level assessment of components of each building shell and major systems (heating/cooling, plumbing, electric, fire suppression, alarms, etc.).
- 4) Prepare a draft capital improvement plan with cost estimates for prioritized improvements based on public safety and preservation of critical structural elements relative to necessary cash flow.
- 5) Include recommendations for capital improvements that would be completed within established timetables.
- 6) Create one-page improvement summaries for all properties.
- 7) Include advice on best practices for ongoing maintenance and updates of the County's CIP and asset management program.

The earlier study document that would be the basis for this project can be accessed at [https://www.madisonco.virginia.gov/sites/default/files/fileattachments/facilities_amp_maintenance/page/149/cip - 2012-2016.pdf](https://www.madisonco.virginia.gov/sites/default/files/fileattachments/facilities_amp_maintenance/page/149/cip_-_2012-2016.pdf). General information on County properties can be found on VAMANet at <http://www.vamanet.com/cgi-bin/MAPSARCHPGM?LOCAL=MAD>.

Attachment I 3: Madison County Courthouse Safety Renovations

Location: 2 S. Main Street; Madison, VA 22727

Budget: \$20,000 approved in FY20

Background: This project would study the security systems in the Madison County Courthouse building and facilitate other improvements to that space. This would be a conceptual phase design that would ensure that all pertinent issues have been and addressed to the extent practical so that the facility will be able to meet the space needs of the Madison County court system.

Scope of Work: An architectural or engineering consultant would provide issue identification and evaluation; recommendations on prioritization; schematic drawings and specifications; and advice on an approach that will result in appropriate improvements for a project that would feature:

- Consultation with various court and County officials regarding issues and needs such as:
 - Security improvements in the Clerk of Court's suite,
 - Moisture problems in the records, Circuit Courtroom and archive rooms,
 - Replacement of fogged windows,
 - Video surveillance security system hardware, software and operation, and
 - Updating the exterior door lock/electronic key access/security system
- Design for necessary security and protection, lighting and acoustics, electrical systems, mechanical systems, fire protection systems, structural systems, data/telecommunications systems, and audio-video systems in accordance with recognized court design standards.
- Consideration for continuity of operations and potential for disruption to Court session.
- Compliance with the current edition of the Virginia Courthouse Facilities Guidelines issued by the Judicial Council of Virginia, The U.S. Courts Design Guide, 2007, for Magistrate and other standards and building codes.

Information on the courthouse can be found in the County facilities study at https://www.madisonco.virginia.gov/sites/default/files/fileattachments/facilities_amp_maintenance/page/149/cip_-_2012-2016.pdf and on VAMANet at <http://www.vamanet.com/cgi-bin/RECPGM2?LOCAL=MAD&RECNUM=695&DWELL=1>.

Attachment I 4: Preconstruction and Project Management Services

- Location:** Various. The initial focus may include the Madison County Primary School Project.
- Budget:** TBD
- Background:** Preconstruction elements would include tasks such as evaluating design drawings and construction plans for efficiency, appropriateness and compatibility with County capacities. Project management tasks include organizing the interface of designers, users, owners, residents, etc. to achieve overall project success.
- Scope of Work:** Work would depend on the projects being attempted and need but is expected to encompass:
- Plan review
 - Generation and/or review of cost estimations for construction and renovation projects
 - Assisting the owner with design decisions
 - Constructability reviews
 - Identifying design (preconstruction) cost savings
 - Schedule optimization
 - Permit acquisition and approval assistance
 - Value engineering

Attachment J: **Proposal Checklist**

ARCHITECTURAL SERVICES FOR MADISON COUNTY, VIRGINIA

RFP#190802

NUMBER OF ADDENDA RECEIVED: _____

- ☐ Attachment A: Vendor Data Sheet (as the cover page)
- ☐ Letter of Interest (if any), Including Marketing Material Created Specifically Created for this Proposal
- ☐ Attachment B: Proof of Authority to Transact Business in Virginia
- ☐ Attachment C: Non-Collusion Statement
- ☐ Attachment D: Contractor Statement
- ☐ Attachment E: Risk Management Insurance Checklist
- ☐ Attachment F: Virginia DGS forms AE-1 thru AE-6
- ☐ Attachment G: Proprietary Information
- ☐ Attachment H: Anticipated Projects
- ☐ Attachment I: Proposal Checklist
- ☐ General Purpose Marketing Material Not Specifically Created for this Proposal
- ☐ Six (6) hard copies of the full proposal, each bound with all documentation in a single volume
- ☐ One (1) electronic copy of the proposal in a single file in Word or pdf format on a thumb drive.

Offeror

By (printed name)

Signature

Title