

COMMONWEALTH OF VIRGINIA

CCOUNTY OF Essex

RFP #2016-301-01

June 15, 2016

**REQUEST FOR PROPOSAL
CONSULTING SERVICES FOR NEW
RADIO COMMUNICATIONS SYSTEMS
FOR ESSEX COUNTY**

Your firm is invited to submit a proposal to provide consulting services for a radio communications system for the above named jurisdictions in accordance with the enclosed specifications. The submittal, consisting of the original proposal and twelve (12) additional paper copies and one CD marked, "**CONSULTING SERVICES FOR RADIO COMMUNICATIONS SYSTEM**", will be received no later than **2:00 p.m., July 8, 2016** by:

IN PERSON, SPECIAL COURIER (The United States Postal Service will not deliver to the physical address shown below.)

Pam Smith, Assistant County Administrator
202 South Church Lane
Tappahannock, VA 22560

This RFP and any addenda are available on the Essex county website at: http://www.essex-virginia.org/county_government/departments_and_services/financial_services/bids_and_rfps. The Bids and Proposals link is listed under the Essex Financial Services Section on the home page. To download the RFP, click the link and save the document to your hard drive. To receive a printed copy of this document or for technical assistance downloading this document contact chuntley@essex-virginia.org

Time is of the essence and any proposal received after **2:00 p.m., July 8, 2016** whether by courier or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, Administration. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

A pre-proposal conference will be held on June 23, 2016 at 9:00 a.m. at Essex County Administration Building Training Room 202 South Church Lane, Tappahannock, VA 22560. Offerors are strongly encouraged to attend the pre-proposal conference. ONLY two (2) representatives per team will be allowed to be present for the meeting. PLEASE BRING A COPY OF THE REQUEST FOR PROPOSAL WITH YOU TO DISCUSS THE REQUIREMENTS.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The Essex County reserves the right to accept or reject any or all proposals submitted.

The awarding authority for each contract awarded will be the governing body of each participating jurisdiction.

Questions concerning this Request for Proposal should be submitted in writing to Pam Smith at psmith@essex-virginia.org no later than 4:30 p.m., June 29, 2016.

Pam Smith, Assistant County Administrator
202 South Church Lane
Tappahannock, VA 22560
Phone: 804-443-8155
FAX: 804-445-8023

**REQUEST FOR PROPOSAL
CONSULTING SERVICES FOR NEW RADIO COMMUNICATION SYSTEMS
FOR THE ESSEX COUNTY**

I. INTRODUCTION:

- A. The intent and purpose of this Request for Proposal (RFP) and resulting contract(s) is to obtain consulting services from a qualified firm to provide consulting, project management, design, procurement, implementation, quality assurance, coordination, performance testing, system cutover and acceptance of new Radio Communication Systems as needed and requested by the Essex county.
- B. The County Administrator is the Purchasing agent of Essex County is issuing this RFP.

II. BACKGROUND:

- A. A Memorandum of Understanding, dated December 1, 2015, between the County of King and Queen (“King and Queen”) and the County of Essex (“Essex”) established the Upper Middle Peninsula Regional Radio System.
- B. The Upper Middle Peninsula Regional Radio System receive two final and best offers from Tait Communications and Harris Communications.
- C. Each Participating Jurisdiction will contract separately with their respective consulting engineers.
- D. The contract should provide, at a minimum, the following phases as needed by the Participating Jurisdictions:
 - 1. Development of system(s) performance specifications
 - 2. Preparation of RFP for acquisition and implementation of the system(s)
 - 3. Solicitation, evaluation and award of vendor contracts
 - 4. System(s) vendor design, implementation, testing and acceptance
 - 5. Post implementation services

III. SCOPE OF SERVICES: The Successful Offeror shall provide all personnel, equipment and materials to perform all services necessary to complete the project in a professional manner. The Successful Offeror shall give the best possible consultation, advice and service to Essex County during the performance of the project in accordance with the highest standards in the communications consulting industry.

- A. The services listed below are intended to be examples of the minimum required tasks. Offerors shall address their ability to provide each of these services in their proposal response. Offerors are also encouraged to include any additional services necessary to complete the project.
 - 1. General Scope

- a. Develop and maintain as the overall Project Manager detailed project plans from award of this consultant contract to completion of the system vendor warranty period that will ensure continuity of system interoperability for all participating jurisdictions in a time and resource constrained manner. Consultant activities among participating jurisdictions must be performed in a concurrent manner to minimize delays. Plans should include strategies for achieving efficiencies associated with a regional approach as well as proactive clarity regarding mutually agreeable deliverables needed from each participating jurisdiction within the project plans. Plans shall also include mitigation efforts for sustaining and maintaining the existing systems until full switch over to the new system is completed, tested and approved.
- b. Provide jurisdictional representation, project management and oversight for the system design, installation and operation through final system acceptance and through the subsequent warranty period.
- c. Attend meetings when requested, to include but not be limited to the following: RFP development, preproposal conference, proposal evaluation presentation, vendor oral presentation and negotiations necessary in order to select and finalize the award to a single vendor for the contract(s).
- d. Provide assistance with obtaining Federal Communications Commission (FCC) licensing to include any required Region-42 efforts.
- e. Lead with resolving any regulatory issues tied to tower site development such as environmental and historic compliance and Federal Aviation Administration (FAA) compliance.
- f. Act as Project Manager regionally and assist as requested by the jurisdictions with project implementation tasks.
- g. Provide quality assurance on all project deliverables and recommend corrective actions.
- h. Identify and assign a full time project manager(s) who is responsible for performing day-to-day management, contract administration and oversight of the project on behalf of each jurisdiction. The project manager shall be onsite during the implementation phase of the project and at any other times as requested by the jurisdiction.
- i. Provide and develop a sustainability strategy regarding the maintenance and decommissioning of existing 800 MHz systems currently supported by each jurisdiction.
- j. Provide qualified resources in sufficient number as necessary to provide all required services to all participating jurisdictions concurrently in accordance with each jurisdiction's project schedule.

2. Development of System(s) Performance Specifications

- a. Provide and develop specifications that will integrate with related systems such as CAD, voice recording systems and geo-spatial mapping platforms as identified by each jurisdiction
- b. Provide and develop specifications to ensure training for the new radio communications system is provided by the vendors. Assist the jurisdiction as requested to provide end user training.

- c. Finalize Performance Requirements
 - d. Identify Potential New Tower Sites
 - e. Begin Initial Regulatory Process
 - f. Develop Specification Document and Evaluation Criteria
 - g. Prepare Technical Specifications
 - h. Develop Functional Requirements
 - i. Develop Performance Requirements
 - j. Develop Preliminary Purchase Documents and Forms
 - k. Prepare and Deliver Draft Specifications
 - l. Finalize Regulatory Process
 - m. Prepare Final FCC Submittals
 - n. Prepare Final FAA Submittals
3. Preparation of RFP for Acquisition and Implementation of the System(s)
4. Solicitation, Evaluation, Negotiation and Award of Vendor Contract
- a. Attend and participate in the preproposal conference and develop responses to questions submitted.
 - b. Evaluate proposals received for the system replacement and provide a written report and presentation to the CRCSC summarizing their evaluation.
 - c. Provide contract negotiation assistance with selected vendor for new radio communication system.
 - d. Evaluate best and final offers and provide a written report and presentation to the CRCSC summarizing their evaluation.
5. Systems(s) Implementation, Testing and Acceptance
- a. Attend and participate in negotiations on behalf of the jurisdictions to evaluate and finalize the detailed design review with the selected vendor.
 - b. Develop all detailed testing plan(s) in coordination with the vendor for system acceptance which will be approved by the jurisdictions prior to the vendor conducting any tests. . Schedule and provide project management assistance for conducting the tests and through final acceptance.
 - c. Attend, participate and certify the outcome of the system staging for each jurisdiction.
 - d. Develop and implement a cutover strategy from the legacy network to the next generation communications system. This strategy will encompass both an internal jurisdictional view but also a regional view with a strong emphasis on interoperability.
 - e. Develop a long-term strategy for new system sustainability including organizational structure, identifying training requirements both technical and operational, policies and procedures to other activities as identified.
 - f. Assist with design, development, and deployment of radio templates.
 - g. Engineering Design Phase
 - h. Fine Installation
 - i. Subscriber Installation
 - j. Project Close-Out
 - k. Punch List Resolution

- l. System Manual/Documentation
- m. Final Acceptance

6. Post Implementation Services

IV. GENERAL QUALIFICATIONS OF THE OFFERORS:

- A. Offerors must demonstrate their firms overall specific experience and capabilities in Regional Radio Network design, planning, estimating, solicitation development, vendor selection, negotiations and award, system installation, project management, etc. on projects of similar size, scope and complexity.
- B. Offerors must demonstrate their firm's ability to finish projects within specified times, within a specified budget, and with minimal change orders.
- C. Offerors must identify the proposed project team members and qualifications including but not limited to their credentials, work experience and amount of time anticipated for commitment to each locality throughout the all phases of work concurrently.
- D. Offerors must demonstrate financial stability by providing the most recent audited financial statements.
- E. Offerors must provide an overview of the firm with an organizational chart of your proposed team to include any proposed sub-consultants.
- F. Offerors must address the firm's current workload and ability to undertake a project of this size and scope.

V. CURRENT AND PROPOSED SYSTEM DESCRIPTIONS:

- A. It is the Participating Jurisdiction's intent to maintain or improve the current level of interoperability.
- B. The region's law enforcement, public safety, emergency communications and public service personnel are currently utilizing a Motorola Network.

Essex County

Essex County operates a narrow band three site simulcast analog conventional network that utilizes three channels in the VHF frequency band.

Essex County's prime site is located at Brays Fork with two remote sites at Champlain, located on Hunter Hill Road and Center Cross, located on Howerton Road. The microwave system interconnects the RF sites with the master site and dispatch facilities.

Essex County has one dispatch center located at 304 Prince Street. The dispatch center has 2 local operator positions, each being a MCC5500 dispatch console.

Each operator position has 3 main components; a switch, an audio box, and a PC.

There are approximately 105 portable radios, 63 mobile radios, 6 dual heads, and 2 control stations affiliated with the system.

This system is P25 compliant.

VI. JURISDICTIONAL RIGHTS AND RESPONSIBILITIES:

- A. We will designate an individual to act as the jurisdiction’s representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the jurisdiction’s policies and decisions with respect to the contract.
- B. We reserve the right to approve or reject any consultant employee and/or sub-consultant employee that is proposed for the project, at our sole discretion at any time. Such actions do not relieve the Successful Offeror of any contractual obligations.
- C. Each jurisdiction shall provide to the Successful Offeror, upon request, information in its possession which relates to the jurisdiction’s requirements for the project or which is relevant to the project so long as the provision of such information is consistent with applicable laws.

VII. ANTICIPATED SCHEDULE:

The following represents a tentative outline of the process currently anticipated by the CRCSC:

- Request for Proposals issued June 15, 2016
- Pre-proposal conference June 23, 2016, 9:00 a.m.
- Questions no later than 4:30 p.m. June 29, 2016
- Addenda issued no later than July 1, 2016
- Receive Written Proposals July 8, 2016, 2:00 p.m.
- Oral Presentation July 13, 2016
- Negotiations TBD
- Contract begins TBD
- Specifications and procurement development: complete by Fall 2016
- Award of contract(s) for system acquisition: complete by Fall 2016

- Implementation/system acceptance: complete by Summer 2017

VIII. **GENERAL CONTRACT TERMS AND CONDITIONS: Attachment A - Essex County.**

IX. **PROPOSAL SUBMISSION REQUIREMENTS:**

- A. The Purchasing Office will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
- B. The County will not assume responsibility for reproduction where an insufficient number of copies Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the County to reject the proposal submission.
- C. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- D. The Proposal Signature Sheet (**Attachment B**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- E. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
- F. The time proposals are received shall be determined by the time clock stamp in the Purchasing Office for the Essex County, Virginia. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.
- G. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- H. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- I. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the**

Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)

- J.** A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Office in writing of its intentions.
1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
 2. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of proposals.
 3. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- K.** We welcome comments regarding how the proposal documents, scope of services, or drawings may be improved. Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall make a written request which shall reach the Purchasing Office, Division of General Services, no later than June 29, 2016. Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Office and it shall be signed by the Director of General Services or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Office before submitting a proposal.**
- L.** All proposals received in the Purchasing Office on time shall be accepted. All late proposals received by the Purchasing Office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

X. PROPOSAL RESPONSE FORMAT:

The Offeror should include in its proposal as a minimum the following:

- A. Table of Contents – each page of proposal must be numbered
- B. Introduction

Cover Letter - on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.

Proposal Signature Sheet – **Attachment B**

Proprietary/Confidential Information – **Attachment C**

Virginia State Corporation Commission Registration Information – **Attachment D**

- C. Response to Specifications - Offerors shall address each section of the Scope of Services. The Offeror shall identify any exceptions, referenced to the paragraph number, in a subsection titled “Exceptions”.
- D. References – Offerors shall provide a list of at least three (3) references with which you have completed projects of similar size and scope. Local government references are preferred. Use format below for references:

Name
Company
Address
Contact Name
Contact Telephone Number
Contact Email Address
Contract Award Date
Contract Value

- E. Project approach, implementation plan and proposed payment methodology – Offerors shall provide a narrative that describes the firm’s approach for providing the required services.
- F. Pricing – For initial evaluation purposes, Offerors shall provide fully loaded and all inclusive hourly rates for all proposed team members. Offerors selected for negotiation will be provided with summary information from the Needs Assessments and will be afforded the opportunity to prepare a final project scope/fee based on the summary information. The contracts awarded pursuant to this RFP shall provide for the terms of payment, as agreed upon during negotiations. It is anticipated that the payments will be based upon the agreed upon hourly rates, not to exceed agreed upon sums for each of the phases specified under Background II.D. 1 – 5 which are cited herein.

- G. Appendices – Optional. Offerors who wish to submit additional materials that will clarify their response to the RFP.

XI. PROPOSAL EVALUATION/SELECTION PROCESS:

- A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the Participating Jurisdiction's may properly evaluate your capabilities to provide the required goods/services.
- B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The selection criteria will include:

EVALUATION CRITERIA	WEIGHT
Functional Requirements <ul style="list-style-type: none"> • Extent to which the proposal addresses Offeror's experience and ability to provide services meeting the RFP requirements. • Demonstrated understanding of the services to be performed. • Quality of services performed for projects of similar scope and complexity. • Completeness, relevance, thoroughness, and insight displayed in response to the Request for Proposal. • Knowledge and understanding of the issues to be addressed in the response. 	35
Implementation Services <ul style="list-style-type: none"> • Project management approach for projects of similar size and scope • Project Plan and Schedule Project Management • Current Workload and ability to complete required work within the jurisdictions schedule. 	20
Experience and Qualifications <ul style="list-style-type: none"> • Past performance and general overall completion on time of projects of similar size and scope. • Relevant experience, technical capabilities, competence and qualifications of the Offeror and personnel assigned to project • Resumes of proposed staff. • Financial Stability of Firm. • References • Team organization and amount of experience as a team. 	20
Pricing - Proposed hourly rates/final negotiated fees	20
Quality of proposal submission/oral presentations.	5
TOTAL	100

- C. The Selection Committee will select one Offerors deemed to be fully qualified and best suited among those submitting proposals. The Selection Committee shall then conduct negotiations with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted the contract will be awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

ATTACHMENT A
Essex County, Virginia
General Terms and Conditions
(Including Insurance and Indemnity)

1. General Provisions

These General Terms and Conditions shall be attached to and made a part of any written contract (the "Contract") between Essex County, Virginia, and its contractors. In the event of any conflict between any provision of these General Terms and Conditions and the Contract, the Contract shall take precedence and control. Nothing in the Contract or any document executed in connection therewith shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained therein. Unless defined herein, capitalized terms shall have the meaning defined and used in the Contract. "Contractor" shall refer to all parties to the Contract other than the County.

2. Laws of the Commonwealth

- A. The Contract shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to the County under this Contract represents and warrants to the County that it is:
1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
 3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
 4. In full compliance with the Virginia State and Local Government Conflict of Interests Act.
- B. In every contract of over \$10,000, the Contractor agrees during the performance of the Contract that:
1. The Contractor (a) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a *bona fide* occupational qualification reasonably necessary to the normal operation of the Contractor, (b) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (c) will state that the Contractor is an equal

opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this Contract. All 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; and

2. The Contractor will include the provisions of the foregoing subparagraph 2,B,1 in every subcontract or purchase order under the Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. In every contract of over \$10,000, the Contractor agrees during the performance of the Contract that:
1. The Contractor shall (a) provide a drug-free workplace for its employees; (b) 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 its workplace and specify the actions which will be taken against any employee for a violation; (c) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and (d) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.
 2. For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a the Contractor in accordance with the provisions of the Virginia Public Procurement Act, 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.
- D. In addition to the provisions contained in sub-paragraph C pertaining to drug-free workplaces, the Contractor shall comply with the federal Drug Free Workplace Act.
- E. Pursuant to Section 2.2-4343.1 of the *Code of Virginia* of 1950, as amended (the "Code") in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

3. Certifications

The Contractor certifies that:

- A. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
- B. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- C. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;
- D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
- E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

4. Warranties

The Contractor represents and warrants that it has the requisite experience, skills, capabilities and manpower to perform the Services as provided for in the Contract Documents in a good and workmanlike fashion, that it is a corporation chartered or authorized to do business in Virginia having all necessary licenses required by law, that the person signing the Contract has been fully authorized to do so, and his signature will legally bind the Contractor to the Contract.

Any goods or services furnished by the Contractor under the Contract shall be new and covered by the most favorable warranties provided by the Contractor to any customer. The rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the County. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

5. Modifications, Additions or Changes

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the Contract or \$50,000, whichever is greater, without the express approval of the Essex County Board of Supervisors by action taken in an open meeting. The amount of this Contract may not be increased for any purpose without adequate consideration provided to the County.

6. Hold Harmless

The Contractor and all its subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall defend and indemnify the County, its Board of Supervisors members, officers, employees and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the Services, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission including negligence, except sole negligence, of Essex County, its Board of Supervisors members, officers, employees, and/or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve the Contractor from liability under this provision.

7. Assignment

The Contract may not be assigned, sublet, or transferred without the written consent of the County.

8. Default

In the case of default or breach by the Contractor or the failure of the Contractor to perform the Services in conformance with the specifications in the Contract, the County shall give written notice to the Contractor specifying the manner in which the Contract has been breached. If the County gives such notice of breach and the Contractor has not corrected the breach within seven (7) days of receipt of the written notice, the County shall have the right to immediately rescind, revoke or terminate the Contract and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

9. Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this Contract for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The County and its authorized agents, state auditors, the grantor of the funds to the County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts or transcriptions.

10. Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by the Contractor in the performance of its obligations under this Contract shall be remitted to the County by the Contractor upon completion, termination or cancellation of this Contract. The Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this Contract.

11. Bid, Payment and Performance Bond

If required by law, the Contractor shall furnish to the County bid, performance and payment bonds in the amount of the Contract Sum, regardless of its amount, pursuant to Sections 2.2-4336 and 2.2-4337 of the Code and shall otherwise fully comply with the requirements of such sections of the Code.

12. Required Payment

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- A. Within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the Services under the Contract performed by such subcontractor, or (ii) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract;
- C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for Services performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above; and

- D. Include in its contracts with any and all subcontractors the requirements of A, B, and C above.

13. Liability Coverage

The Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this Contract. Such insurance shall at least have the coverages and be in the amounts set forth in Section 16 “Insurance and Bond Requirements” set forth below and shall name Essex County and the Essex County Board of Supervisors as Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best’s Key Rating of A:V1. The Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days’ notice prior to cancellation or other termination of such insurance.

14. Loss or Damage in Transit

Delivery by the Contractor to a common carrier does not constitute delivery to County. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The County accepts title only when goods are received regardless of the F.O.B. point. The County will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by the County to the carrier and the Contractor within seven days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract. It shall be the Contractor’s responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the County, the Contractor may deduct the amount of damage or loss from his or her invoice to the County in lieu of replacement.

15. Termination for Default

In case of default by the Contractor for failure to deliver or perform in accordance with the Contract’s specifications or terms and conditions, the County may procure the articles or services from other sources and hold the defaulting the Contractor responsible for any resulting additional purchase and administrative costs. The County will normally repurchase from the next low bidder or purchase competitively by resolicitation. If the repurchase results in increased costs to the County, a letter will be sent to the defaulted the Contractor requiring payment for additional costs. When repayment is requested, the Contractor will be removed from future bidding until the repayment has occurred. The Contractor shall not be liable for any excess cost if the failure to perform arises out of any act of war, order of legal authority, strikes, act of God, or other unavoidable causes not attributed to their fault or negligence. Failure of a Contractor’s source to deliver is generally not considered to be an unavoidable cause. The burden of proof rests with the Contractor.

16. Insurance and Bond Requirements

The Contractor shall maintain the following insurance to protect it from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under this Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers' Compensation and Employer's Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable	Statutory, including Employer's Liability of \$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$100,000.00 Disease-Each Employee
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.
Premises – Operations Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$3,000,000 Aggregate
Including: Underground Hazard (U) Explosion and Collapse Hazard (XC)	
Independent Contractors – Owner's Protective Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$3,000,000 Aggregate
Completed Operations - Products Liability Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$1,000,000 Each Occurrence \$3,000,000 Aggregate
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Contract between Owner and Contractor	\$1,000,000 Each Occurrence \$3,000,000 Aggregate
Personal Injury with Employee's Exclusion C deleted	\$1,000,000 Aggregate

Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Contractor \$1,000,000 Per Accident

Umbrella/Excess Liability \$1,000,000 Each Occurrence \$3,000,000 Aggregate

Professional Liability Insurance \$1,000,000 Limit of Liability

- A. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the County for damage thereto.
- B. The County reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

17. No Waiver

Any failure of the County to demand rigid adherence to one or more of the terms and provisions of the Contract, including these General Terms and Conditions, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

18. Termination for Convenience

The County may terminate the Contract for its convenience at any time upon written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's Services under this Contract.

19. Choice of Law

To ensure uniformity of the enforcement of the Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, the Contract is made and is intended to be performed in the Commonwealth of Virginia, and shall be governed by and construed in accordance with the laws of that state without regard to principles of conflicts of law.

20. Severability

If any provision of the Contract, including this Appendix, is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and the Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Contract, and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from the Contract.

21. Contractual Claims Procedure

- A. Contractual claims or disputes by the Contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that the Contractor shall give the County written notice of its intention to file a claim or dispute at the time of the occurrence or beginning the work upon which the claim or dispute shall be based. Any written notice of the Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but it shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not the Contractor files such written notice, the Contractor shall proceed with the Services as directed. If the Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the County concerning any pending claim, the Contractor shall promptly notify the County by written notice that the Contractor is proceeding with the Services under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the County or under a written notice of the Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- D. The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

22. Subject to Annual Appropriation

The Contract is subject to annual appropriation by the Board of Supervisors of Essex

County. Neither the Contract nor any amount due or to become due under the Contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the County. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the County, shall be obligated to pay any amount due or to become due under this Contract except from funds annually appropriated by the Board of Supervisors of Essex County for such purpose.

In the event of non-appropriation of funds for the items under this Contract, the County may terminate this Contract as to the Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after such action is taken.

23. Forum Selection

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract and agree that service by certified mail to the addresses set forth in the Contract shall constitute sufficient service of process for any such action. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue in the Circuit Court of Essex County, and shall be brought only in such Court.

24. Notices

All requests, notices and other communications required or permitted to be given under the Contract shall be in writing and delivery thereof shall be deemed to have been made five (5) business days after such notice shall have been duly mailed by certified first-class mail, postage prepaid, return receipt requested, one (1) business day after being deposited with any nationally recognized overnight courier service, or when delivered if delivered by hand delivery, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

Notices to the Contractor shall be sent to the address set forth in the Contract, and notices to the County shall be sent to:

Ms. Pam Smith, Interim County Administrator
Essex County
202 South Church Lane
P.O. Box 1079
Tappahannock, VA 22560; with a copy to

Andrew R. McRoberts, Esquire
Sands Anderson PC
1111 E. Main Street, Suite 2300
P.O. Box 1998
Richmond, VA 23218

END OF APPENDIX A

Attachment B
SUBMIT THIS FORM WITH PROPOSAL
PROPOSAL SIGNATURE SHEET
Page 1 of 2

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or 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.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX OR BOXES BELOW.

Please refer to definitions on Page 2 prior to completing. Check all that apply.

- MINORITY-OWNED BUSINESS
 SMALL BUSINESS
 WOMEN-OWNED BUSINESS
 NONE OF THE ABOVE

If certified by the Virginia Minority Business Enterprise (DMBE), provide DMBE certification number and expiration date. _____ NUMBER _____ DATE

SUPPLIER REGISTRATION – The Essex county encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? YES NO

ATTACHMENT B
PAGE 2 OF 2

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

“Minority-owned business” means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens and both the management and daily business operations are controlled by one or more minority individuals.

As used in the definition of “*minority-owned business*,” “*minority individual*” means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. “*African American*” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. “*Asian American*” means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. “*Hispanic American*” means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. “*Native American*” means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

“Small business” means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

“Women-owned business” means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

ATTACHMENT C

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

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 Va. Code § 2.2-4342.F 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 and the page numbers, 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. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification 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

ATTACHMENT D

VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The Bidder or Offeror:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's/Offeror's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: