



REQUEST FOR PROPOSAL (RFP)
BRUNSWICK COUNTY CONFERENCE
CENTER STANDBY GENERATOR
COUNTY OF BRUNSWICK

RFP: #0901-2022

DATE: September 1, 2022

Sealed Proposals, subject to the general conditions and specifications hereby attached, will be received at the County Administrator's Office, 228 North Main Street, P. O. Box 399, Lawrenceville, Virginia 23868 until, but no later than **October 5, 2022 at 3:00 p.m.** for furnishing the services described herein.

1. In order to be considered for selection, Vendors must submit a complete response to the RFP. **Three (3) originals and an electronic copy of the proposal in a portable document format (PDF) version** of the proposal shall be submitted to the County of Brunswick.
2. Regardless of delivery method of proposal, the **outside** of each envelope must clearly indicate the following: (If Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the **outside** of **each** envelope **must also** clearly indicate):

Brunswick County Conference Center Standby Generator
RFP: #0901-2022

3. Proposals by telephone, electronic mail, or facsimile **will not** be accepted.
4. **ANY PROPOSAL RECEIVED AFTER 3:00 p.m. ON THE AFOREMENTIONED DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.**

RFP COVER SHEET

**COUNTY OF BRUNSWICK
RFP #-0901-2022 – BRUNSWICK COUNTY
CONFERENCE CENTER STANDBY GENERATOR**

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Note of Clarification:

All References to **BID** contained within this Invitation should be referred to as **PROPOSAL**.

_____ NAME OF ORGANIZATION	_____ TELEPHONE NUMBER
_____ STREET ADDRESS	_____ FAX NUMBER
_____ CITY, STATE, ZIP CODE	_____ EMAIL ADDRESS
_____ SIGNATURE	_____ DATE
_____ STATE CORPORATION COMMISSION ID#	_____ IRS TAX ID#

This public body does not discriminate against faith-based organizations in accordance with Virginia Code §2.2.-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination of employment.

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation to provide and install a natural gas powered standby generator located at the Brunswick County Conference Center for the County of Brunswick (hereinafter sometimes referred to as “the County”). The County desires a standby generator to operate the Brunswick County Conference Center as an Emergency Shelter when needed.

II. BACKGROUND:

Brunswick County is a rural community located in south-central Piedmont Region of Virginia, traditionally known for its tobacco-based agricultural and forest products economy. The County is situated along the North Carolina border and is 75 miles from Richmond. The main thoroughfares through the County are I-85, U.S. Highway 58, U.S. Highway 46 and U.S. Route 1.

Brunswick County is governed by a five-member Board of Supervisors who serve as the policy-making body for carrying out duties and powers as outlined in the Code of Virginia. The Board of Supervisors appoints the County Administrator who is responsible to the Board of Supervisors for the proper administration of all affairs of the County. Brunswick County’s population is 16,231 and is comprised of a total area of 579 square miles.

The building previously known as the Saint Paul’s Student Center now operates daily as the Brunswick County Conference Center and includes the DMV Select Office, the James Solomon Russell-Saint Paul’s College Museum and Archives, two conference rooms, and a few other temporary offices. The building is located at 100 Athletic Field Road, Lawrenceville, VA 23868. The building has been assessed and surveyed by the American Red Cross and has been deemed an ideal location for an Emergency Shelter.

III. SCOPE OF SERVICES AND PROCUREMENT:

The County requests proposals for the purchase and installation of a 350kW standby generator at 100 Athletic Field Road, Lawrenceville, VA 23868 to automatically provide backup power in the event of an interruption in the utility power supply. The work is expected to include installing a 350kW generator, to include installation of a 1,200-amp automatic transfer switch, 8-inch-thick concrete pad, a natural gas regulator, as well as providing the necessary drawings, engineering and permits, and electrical installation.

The successful Contractor will be responsible for the following major elements:

1. Engineering and design of the standby generator system.
2. Procurement of all equipment and materials.
3. Installation of the standby generator system, including integration into the

- existing site power distribution system and connection to the natural gas source.
4. Pre-commissioning, commissioning, and performance testing, to include establishing a weekly load test to ensure ongoing operational readiness.
 5. Warranty the complete installation, including all equipment and parts, for a period of at least 12 months following successful commissioning.
 6. Provide all labor, tools, equipment, and materials to perform the services. The Contractor will coordinate with other County contractors as necessary.
 7. Dispose of all debris generated in an appropriate manner. The Contractor shall be responsible for all safety training, procedures and requirements.

IV. WORK SCHEDULE

Scheduled work will commence within thirty (30) days from the date the contract for services and procurement of software is signed. Work shall be completed by March 31, 2023.

V. SELECTION PROCESS:

A Screening Committee consisting of representatives from County Administration, Maintenance, and Sheriff's Office will review the submitted proposals. From this review, two or more applicants deemed to be fully qualified and best suited among those submitting proposals may be selected for an interview (virtual) with the Committee. Interviews may include detailed questions regarding methodology, qualifications, and relevant work experience. Applicants will be rated regarding the quality of the written and oral communications. The Committee will recommend to the Board of Supervisors the highest rated applicant(s). The Board of Supervisors will make the final selection and award the contract.

VI. EVALUATION AND AWARD CRITERIA:

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance.

- A. Demonstrated qualifications and capacity of the offeror. This will include: Years in business, service capabilities and experience of the firm in providing similar software services for public governmental entities. Verification of positive references with other clients will be considered in the evaluation process.
- B. Demonstrated understanding, approach and explanation of the services offered as it relates to the desired outcomes as outlined in the scope of services.
- C. Past performance and related experience. Offeror should demonstrate the ability to perform the requested scope of work and provide pertinent examples of past

performance relative to the requested scope of services. The proposal shall indicate the quality of previous work, timeliness, diligence and ability to meet schedules and needs of clients.

- D. Price shall be considered but will not be the sole determining factor in the County's decision in choosing a service provider.

VII. PROPOSAL PREPARATION:

A. GENERAL INSTRUCTIONS:

1. Submission of Proposal. Proposal will be received until 3:00 p.m. on Wednesday, October 5, 2022. All proposals must be in writing and shall be submitted in a sealed envelope and properly identified with the name:

**Brunswick County Conference Center Standby Generator
RFP – #0901-2022**

Sealed proposals must be received by the County Administrator's Office no later than the time specified. Proposals may be mailed or hand delivered to:

Mailed

County of Brunswick
P. O. Box 399
Lawrenceville, Virginia 23868

Hand Delivered

County of Brunswick
228 North Main Street, 3rd Floor
Lawrenceville, Virginia 23868

Faxed and emailed proposals shall not be accepted. It is the offeror's responsibility to ensure the proposal is received prior to the proposal acceptance time. Late proposals will not be accepted. The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County.

2. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. **Three (3) originals along with an electronic copy of the proposal in PDF** format must be submitted to the County as a complete sealed proposal. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**, and identified in compliance with Section 3. d. below. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. The County of Brunswick shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy. No other distribution of the proposal shall be made by the offeror.

3. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the County of Brunswick requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- d. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act* and the *Virginia Public Procurement 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 *Virginia 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 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. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- e. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.
- f. Offerors may establish a time with the County to inspect the Brunswick County Conference Center prior to October 5, 2022.

4. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations, if determined necessary.

B. SUBMITTAL REQUIREMENTS: Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Cover Sheet

Return the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

2. Section 1 – Experience:

- The offeror(s) shall provide a brief overview of the history and structure of the firm and attach an organizational chart of the office that will be providing the service to the County.
- The offeror(s) shall provide a statement of particular expertise and experience in software development. Example of work is highly encouraged.
- Describe names and qualifications of any subcontractors that will be used in this project.

3. Section 2 – Methodology/Specific Plan:

Describe the methodology/specific plan of the offerors processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria.

4. Section 3 – Timeline:

The offeror(s) shall include a timetable of tasks to conclude the project within the maximum twelve (12) month requirement.

5. Section 4 – References

The offeror(s) shall provide a minimum of three (3) references for public sector work completed within the last three (3) years. Also, the offeror(s) shall list a contact name, address, phone number, fax number, and email address

for each reference. The County reserves the right to investigate the references and the past performance of any applicant with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule.

6. Section 5 – Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.
- The offeror(s) shall provide a statement that the proposal is valid for a minimum of seventy-five (75) days after the submission deadline, signed by an individual to bind the company, with the name and title printed.
 - Submit a completed and signed State Corporation Commission Form with proposal.

VIII. TECHNICAL ASSISTANCE:

If you have any questions, or to schedule a site visit or review building plans, please contact:

Ricky Woodard
Maintenance Supervisor
228 North Main Street
P. O. Box 399
Lawrenceville, Virginia 23868
(434) 623-8073
rwoodard@brunswickco.com

In order to maintain equal access to information we request that you not contact anyone other than the individual named above. If there are any changes to the scope of work, addenda will be issued to all known offerors.

IX. CONTRACT

- A. AWARD OF CONTRACT: The selection process shall be in accordance with *Virginia Code § 2.2-4302.2 (A) (3)* for the procurement of goods and non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which in its opinion has made the best proposal, and shall award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to

that offeror.

B. CONTRACT TERMS

Scheduled work will commence within thirty (30) days from the date the contract for services is signed. Work shall be completed within twelve (12) months from this date. The County reserves the right to negotiate contract terms with the successful offeror/bidder for items/services identified but not specifically described in this RFP in the best interest of the County and agreed to by the contractor. Additional goods and work of reasonable scale shall be priced consistent with proposal to allow for additions and future expansions of a similar nature. The final contract for services is expected to incorporate the General Terms and Conditions attached hereto as Attachment F.



ATTACHMENT A. STATE CORPORATION COMMISSION (SCC) FORM

Virginia State Corporation Commission ("SCC") registration information:

The undersigned 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 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 bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those 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. **Attach opinion of legal counsel to this form.**

****NOTE**** >> Check the following box if you have not completed 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 proposals (the Commonwealth reserves the right to determine

in its sole discretion whether to allow such waiver):

Signature: _____ Date: _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

****This document must be completed & returned with proposal submission.***



ATTACHMENT B. INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the contractor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

1. The contractor will maintain a general liability policy with \$1,000,000 combined single limits. These limits can be attained through one primary liability policy or a combination of primary and excess policies. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the County of Brunswick as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**

2. The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.

3. The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

BIDDER/OFFEROR STATEMENT

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

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

****This document must be completed & returned with proposal submission.***



ATTACHMENT C. VENDOR DATA & REFERENCE SHEET

The following information is required as part of your response to this solicitation. If additional space is required to complete this form, vendor may attach additional sheets to this form and submit.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy full all of the contractual requirements. Additionally, completion and submission of this form certifies that I have been in business for a minimum of three (3) years with experience in the specific product or service industry being contracted.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

Email: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service.

Years: _____ Months: _____

4. Additional Business Information:

Number of Customers: _____ Size of Firm: _____

Head Office Address: _____

Branch Office Addresses (closest 3): _____

5. Prior Experience: Describe your prior experience within the last three (3) years with the specific product or service being contracted:

6. Indicate below a listing of at least four (4) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

A. Company: _____ Contact: _____

Phone: _____ Fax: _____

Project: _____ Dates of Service: _____

B. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project: _____ Dates of Service: _____

C. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project: _____ Dates of Service: _____

D. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project: _____ Dates of Service: _____

7. Employees: Indicate below all company employees who would perform the services outlined in this RFP, their role in the contract, their professional certifications, licensing, and a description of their relevant industry experience. Please note that a copy of all licensures and certificates are expected to be submitted with your proposal submission.

A. Employee: _____ Role: _____

Professional Certifications/Licensure: _____

Experience: _____

B. Employee: _____ Role: _____

Professional Certifications/Licensure: _____

Experience: _____

C. Employee: _____ Role: _____

Professional Certifications/Licensure: _____

Experience: _____

D. Employee: _____ Role: _____

Professional Certifications/Licensure: _____

Experience: _____

E. Employee: _____ Role: _____

Professional Certifications/Licensure: _____

Experience:

****This document must be completed & returned with proposal submission.***



ATTACHMENT E: PROPOSAL CONDITIONS

IMPORTANT! **READ CAREFULLY BEFORE MAKING BID/PROPOSAL!**

1. An offeror may withdraw or cancel a bid or proposal at any time prior to the date set for opening. After such time, the offeror may not withdraw for a period of ninety (90) calendar days following the deadline for submission of bids shown in the Request for Proposals. Any offeror may be required to clarify the offer or acknowledge by written confirmation that the minimum requirements of the request for proposal are included in the offeror's proposal.
2. Any invitation to bid, a request for proposal, any other solicitation or any and all bids or proposals may be canceled or rejected if the County determines that it is in the best interest of the County to do so. The reasons therefor shall be made a part of the contract file. Any offer which is incomplete, conditional, obscure, or which is not in conformance with the specifications may be rejected, or any such irregularities may be waived at the option of the County.
3. Procurement documents are subject to the Virginia Freedom of Information Act, with the following exceptions:
 - A. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection.
 - B. Any competitive negotiation offeror, upon requests, 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 County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
 - C. Trade secrets or proprietary information submitted to the County are not subject to disclosure if requested by the person submitting such information. The request must be made prior to or upon submission of the materials sought to be protected, identify what is to be protected and state the reasons protection is necessary.
 - D. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.
4. Any bidder or offerer submitting a proposal to the County subjects himself, herself or itself to the decision of the County as to the quality of what is offered,

responsiveness of the bid, responsibility of the bidder, and the qualifications of any offerer. The County, as the case may be, in its sole discretion will evaluate bids or proposals and in all cases the decision made shall be final. Every offerer submitting a bid or proposal agrees to abide by the decisions of the County as a condition precedent to the submission of the bid.

5. The County does not accept the responsibility for maintaining a bid or offer list and will not accept the responsibility for the failure of any competitor to receive a solicitation directly from the County.
6. Once requests for proposal have been advertised, should a prospective offeror find any discrepancy in or omissions from the specifications, requests for proposal, or other contract documents, or should the offeror be in doubt as to their meaning, the offeror shall at once notify the specified contact person who will send written instructions to all bidders. The County will not be responsible for any oral instructions.
7. The provisions of Sections 2.2-4305, 2.2-4311, 2.2-4312, 2.2-4315, 2.2-4330, 2.2-4333 through 2.2-4338, 2.2-4340, 2.2-4341, 2.2-4363, and 2.2-4367 through 2.2-4377 of the Code of Virginia of 1950 are incorporated into these conditions by reference as fully as if set forth herein.
8. By submitting a proposal, the offeror agrees and warrants that the offeror has examined all the contract documents and, if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the offeror from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be a cause to alter the original contract or proposal or for the offeror to request additional compensation.
9. The firm, corporate or individual name of the offeror must be signed in ink in the space provided for the signature at the end of these conditions. In the case of a corporation or other artificial entity, the title of the officer signing must be stated and each officer must be duly authorized to bind the entity. In the case of a partnership, the signature of at least one general partner must follow the firm name, followed by the title, using the term "member of the firm."
10. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.
11. Pursuant to a request for proposal, when competitive negotiation is the method of procurement, the following factors shall be considered in determining the most qualified firm or individual:
 - A. Any special qualifications or requirements set forth in the proposal documents.

- B. Qualifications of the project manager and project teams.
- C. Overall qualifications and experience of firm and any subcontractor to be used.
- D. Quality of the content of the proposal and its responsiveness to the request for proposal.
- E. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the services.
- F. The location of the office that will have the responsibility for providing the set-up and delivery and the ability of the proposer to respond quickly to requests or requirements of the County.
- G. Financial ability of the firm to perform future maintenance and service for use of the subject of the contract.
- H. Cost and price estimates (price will be considered but will not be the sole determining factor)



ATTACHMENT F: GENERAL TERMS AND CONDITIONS

The following are the general conditions that are incorporated into the Agreement for real estate reassessment services between the Board of Supervisors of the County of Brunswick, Virginia (**the “County”**) and _____ (**the “Contractor”**) for goods and services to be provided by the Contractor.

1. General Provisions

Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. This contract is subject to appropriations by the County.

2. Laws of the Commonwealth

- A. Any purchase order or contract resulting from this solicitation 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 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. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
- B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:
1. The Contractor (1) 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, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) 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 this 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 this contract that:

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.

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 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.

C. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free place, 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, 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.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County Administrator of Brunswick County.

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

Any goods or services furnished by the Contractor under the contract shall be 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 approval of the County. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County.

6. Hold Harmless

The Contractor agrees to indemnify, defend and hold harmless the County and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature provided by the Contractor, provided that such liability is not attributable to the sole negligence on the part of the County or to failure of the County to use the materials, goods, or equipment in the manner outlined by the Contractor and descriptive literature or specifications submitted with the Contractor's bid.

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 deliver 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 fifteen (15) 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's (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) records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor. In addition, the County shall not be responsible for any overages not approved by change order and will deduct such amounts from the final contract payment.

10. Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under any resulting contract shall be remitted to the County by the Contractor upon completion, termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of 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. Payment and Performance Bond

For any Contract for construction, the amount of which exceeds \$100,000, the Contractor shall furnish to the County the bonds required under 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. The County reserves the right to require payment and/or performance bonds in the amount of the Contract for any other Contracts, whether or not required by 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 work 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; and
- 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 work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above.
- D. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

13. Liability Coverage

Unless otherwise expressly excepted in the procurement announcement documents prepared by the County, 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 agreement. Such insurance shall at least have the coverages and be in the amounts set forth in section 15 “Insurance and Bond Requirements” set forth below and shall name the Board of Supervisors and the County as an 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. The County shall be named as a co-insured on all such policies and evidence of such status as a co-insured shall be provided to the County prior to the time the contract is executed by the County.

14. 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 the 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	\$500,000 Each Occurrence \$1,000,000 Aggregate
Including: Underground Hazard (U) Explosion and Collapse Hazard (XC)	
Independent Contractors – Owner’s Protective Bodily Injury Liability and Property Damage Liability Combined	\$500,000 Each Occurrence \$1,000,000 Aggregate

Completed Operations - Products Liability	\$500,000 Each Occurrence \$1,000,000 Aggregate
Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between Owner and Contractor	\$500,000 Each Occurrence \$1,000,000 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	\$500,000 Per Accident
Umbrella/Excess Liability	\$1,000,000 Each Occurrence \$1,000,000 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.

15. Environmental Management

The Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable. If the County should have to defend any enforcement action against it relating to the services provided by the Contractor under the Agreement, the Contractor shall indemnify and hold harmless the County for any such actions, including reimbursing the County for all costs associated with defending such actions, attorney's fees and costs, and shall correct without cost to the County any defects or deficiencies found that are directly attributable to the Contractor.

16. No Waiver

Any failure of the County to demand rigid adherence to one or more of this Agreement's provisions in the contract, 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.

17. 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.

18. 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 re-solicitation. 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' source to deliver is generally not considered to be an unavoidable cause. The burden of proof rests with the Contractor.

19. Termination

The County may terminate the resulting contract for its convenience upon thirty (30) days 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 work under this contract.

20. Choice of Law

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

21. 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 registered mail to the addresses set forth in Paragraph 20 of this Appendix 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 only in the Circuit Court of Brunswick County, Virginia.

22. Severability

If any provision of this Contract 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 this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this 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 this Contract.

23. Subject to Annual Appropriation

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

24. 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 Brunswick County, and shall be brought only in such Court.

25. Notices

All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery or telegram 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 County shall be sent to:

Leslie Weddington
County Administrator
Brunswick County
P.O. Box 399
Lawrenceville, VA 23868

and

Paul C. Jacobson, Esquire
Sands Anderson PC
1005 Slater Road
Suite 200
Durham, NC 27703

26. Contractual Claims Procedure

- A. Contractual claims or disputes, 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 Contractor shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but 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 Contractor files such written notice, Contractor shall proceed with the work as directed. If 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 work 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 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.