

*Board of Supervisors*  
*Karin M Carmack, Chairman*  
*Michael W Byerly, Vice Chairman*  
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*Steve W McClung*  
*Bill L Cox*



*County Administrator*  
*Ned E Smither*  
*Director of Public Works*  
*Ramona Carter, P.E., MPA*

*The County Of*  
***Powhatan***

**DATE OF THIS REQUEST: January 7, 2022**

**DESCRIPTION: A&E Services Contracts**

**PROPOSAL DEADLINE: January 28, 2022 @ 2:00 pm, Local Prevailing Time (LPT)**

**SUBMISSION:**

One (1) original signed copy and one digital copy in WORD or PDF of same, *PLUS*, one copy marked "ORIGINAL LESS PROPRIETARY DOCUMENTS" and one digital copy in WORD or PDF of same, shall be submitted in a sealed container. The face of the container shall be clearly marked in the lower left corner as follows:

**RFP#: RFP 2021-03**

**FOR: A&E Services Contracts**

**OPEN: January 28, 2022 @ 2:00 p.m. LPT**

**PROPOSAL MUST BE SUBMITTED TO:**

Charla Schubert  
Powhatan County Finance  
3834 Old Buckingham Road, Suite B  
Powhatan, VA 23139

Proposals must be submitted by the date and time stated above or they will remain unopened. No allowance will be made for postmark or error in delivery to incorrect address. It is the sole responsibility of the offeror to ensure timely and correct delivery of proposal to the address above.

All inquiries for project information should be in writing, email preferred, to:

Ramona Carter, P.E., MPA  
Director of Public Works  
2322 Skaggs Rd  
Powhatan, VA 23139  
(804) 598-5764  
[rcarter@powhatanva.gov](mailto:rcarter@powhatanva.gov)

**ARCHITECTURAL, ENGINEERING & LAND SURVEYING SERVICES RFP**

**Obligation of Offeror:** By submitting a proposal, the offeror covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.

Offeror further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with contract.

Name and Address of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

FEI/FIN NO. \_\_\_\_\_

State Corporation Commission (SCC) NO. \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

ACKNOWLEDGE RECEIPT OF:

Addendum 1 \_\_\_\_\_

Addendum 2 \_\_\_\_\_

Addendum 3 \_\_\_\_\_

SUBMIT WITH PROPOSAL

Certification of Non-Collusion\_

W-9 Form

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**1.0 PURPOSE OF THE REQUEST:**

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The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified professional firms to perform a variety of services in the fields of engineering (civil, environmental, storm water infrastructure, geotechnical, hydro-geologic, structural, mechanical, electrical, plumbing, water and wastewater, traffic, transportation), construction administration, inspection, surveying, architecture, utility locating & marking, and landscape planning. The awarded firm(s) may also be expected to perform plan review as needed.

The County intends to enter into a contract(s) in the form of Basic Ordering Agreements (BOA) with the selected firm(s). Under the BOA, specific tasks will be identified and task orders issued. A BOA may require the firm to provide quick response to individual tasks.

While the County is not necessarily seeking a single firm with comprehensive qualifications in all service categories, it will select the firm(s) most qualified to provide the specific services described herein. Firms should indicate which services it is capable of providing and those for which it wants to be considered. The County will select firm(s) with the best qualifications for each category. Firms may be selected for any portion of a work discipline if the County determines, in its sole discretion, that such a selection is in the best interest of the County.

The County provides no guarantee of the amount of work to be assigned to the selected firm(s) and may have other BOAs and/or utilize other engineering firms for consulting work. All necessary staffing, management, supervision, materials, equipment and supplies shall be provided by the firm(s) to complete the identified services.

**2.0 SCOPE OF WORK:**

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Projects may include the evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations (including water storage tanks); design of improvements to water and wastewater treatment facilities; water system modeling; evaluation and oversight of treatment facility operations; transportation and utility master planning; professional services associated with emergencies and natural disasters; regulatory issues; site plans; engineering, utility locating and marking, surveying, environmental, storm water, geotechnical, hydro-geologic, transportation, construction administration and/or inspection services associated with capital improvement projects.

**2.1 QUALIFICATION REQUIREMENTS:**

Qualification requirements for the contract shall include the following:

1. Registered to practice engineering and architecture in the Commonwealth of Virginia with in-house drafting and design capabilities and in-house surveying or arrangements with a surveying consultant licensed to practice surveying in the Commonwealth of Virginia.

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2. Thorough and extensive experience in engineering, design and construction related to water and wastewater systems, storm water, and transportation.
3. Thorough and extensive experience in public buildings, including needs assessment and analysis, programming, renovation and/or reuse, design and construction.
4. Capability and experience in computer aided drafting software such as AutoCAD, and knowledge of Arc Info GIS.
5. Familiarity with the State of Virginia, Powhatan County, the Powhatan County Water and Wastewater Ordinance, and Chesterfield County's Water and Sewer Specifications and Procedures.
6. Proximity and availability to the County of Powhatan.
7. Recent and relevant experience with the approval processes of the Virginia Department of Health, the Virginia Department of Transportation, the Department of Environmental Quality, the U. S. Army Corps of Engineers, and any other applicable State or federal regulatory body.

### **2.2 STATEMENT OF QUALIFICATIONS SUBMITTAL CONTENTS:**

Interested Consultants shall submit one (1) copy of Statements of Interest and Qualifications (Proposal). The format and submittal requirements shall be as outlined in Section 3.6 of this RFP.

A letter from each proposed sub-consultant committing to work on the project team shall also be submitted with the proposal.

All proposals shall be signed with the Consultant name and by a responsible and authorized officer or employee.

### **2.3 PERIOD OF CONTRACT:**

In accordance with the Code of Virginia, this contract for multiple task orders is limited as follows:

1. The term for the Agreement shall be for an initial ***one year term*** from the date of execution. Upon mutual consent, the County shall have the option for ***two additional one year periods*** contingent upon need and availability of funds.
2. The value of this agreement shall be limited to ***\$150,000 per project*** or task order and ***\$750,000 in the aggregate, per one year term***. Any unused amounts from the first term shall not be carried forward to the additional term (Virginia Public Procurement Act, Paragraph 2.2-4301, 3a).

### **2.4 PROJECT SCHEDULE:**

The desired completion date(s) for the task(s) will be set in each individual task order.

### **2.5 RFP QUESTIONS:**

Address all questions concerning this RFP to:

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Ramona Carter, P.E., MPA  
Director of Public Works  
2322 Skaggs Rd  
Powhatan, VA 23139  
(804) 598-5764  
[rcarter@powhatanva.gov](mailto:rcarter@powhatanva.gov)

The County will assume no responsibility for oral instruction or interpretation. Any question regarding the procurement solicitation shall be in writing, (electronic transmission is preferred). Written responses, including the questions will be provided to all Consultants.

Any contact with any County representative, other than that outlined above, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

### **2.6 DECISION NOT TO RESPOND:**

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. The Owner is very interested in learning whether issues with the solicitation process have discouraged responses, or whether there are other reasons.

Accordingly, if your firm elects not to submit a proposal, we ask that you return this RFP package with a statement as to why you are unable or unwilling to respond.

### **2.7 EMERGENCY ORDER:**

In the event of any emergency, the County reserves the right to order the contracted services or supplies from other sources which could provide a faster delivery time.

### **2.8 CONTRACT:**

A contract will be negotiated with the firm(s) selected.

## **3.0 PROPOSAL PREPARATION & SUBMISSION:**

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To be considered for selection, offerors must submit a complete response to the RFP. Sealed proposals shall be received until, but no later than the specified time and date of the opening as designated in the invitation, and late proposals shall be rejected. **Proposals, to include addenda or changes to a response, shall not be accepted via a fax machine or e-mail.**

### **3.1 EFFECT OF PROPOSAL SUBMISSION:**

Submission of a proposal shall constitute agreement to include the provisions contained in this RFP and/or in the Consultant's proposal in any contract negotiated between the parties.

By submitting a proposal, the Consultant also agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it

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will not make any claim for or have right to cancellation of or relief from the contract because of any misunderstanding or lack of information.

### **3.2 DUE DATE AND COPIES RETURNED:**

**Responses are due no later than January 24, 2022 at 2:00 p.m. local time.** Consultants should deliver the sealed proposals to: **Finance Department, County Administration, 3834 Old Buckingham Rd, Powhatan VA 23139.** The Owner shall not accept proposals after that date and time. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned unopened to the Consultant.

All Consultants are to submit **one (1) copy** of their technical proposals and one electronic copy. Cost proposals will not be requested until the negotiations stage.

### **3.3 CONFLICTS OF INTEREST:**

This solicitation is subject to the provisions of Section 2.2-3100 et seq., Virginia Code, “The Virginia Conflicts of Interest Act”. No member of the Board of Supervisors, Planning Commission, School Board, or any employee of Powhatan County, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a consultant or sub-consultant in connection with any bid or proposal, or have a personal interest therein as defined by 2.2-31-1, Virginia Code.

### **3.4 COLLUSION:**

All proposals submitted shall be made without prior understanding, agreement, or connection with any corporation, partnership, firm or person submitting a proposal for the same requirements, without collusion or fraud. Collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards. An Anti-Collusion statement must be submitted with the Consultant’s proposal.

### **3.5 CONFIDENTIALITY:**

The Owner shall not discuss or disclose proposals or cost with competing Consultants during the selection process or otherwise disclose them to the public except as may be required under the Federal and State Freedom of Information Acts and other relevant law (i.e. Virginia’s Procurement Act). Proprietary information that is submitted must be identified as such as the time of submission, and shall not be disclosed to the public or competing Consultants at any point in time.

No responsibility shall be attached to the purchasing representatives for the premature opening of disclosure of a proposal not properly addressed and identified.

### **3.6 PROPOSAL FORMAT INSTRUCTIONS:**

The Owner will follow the evaluation process and selection criteria described in Section 4.0 of this RFP. In order to provide each Consultant an equal opportunity for consideration, adherence



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to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Consultant may deem appropriate. Please limit the proposals to no more than 30 pages front and back, 15 sheets of paper not including binders, dividers, etc.

The Owner is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format. The following paragraphs provide guidelines to each Consultant for information to include in the proposal.

### 1. Cover Letter:

The cover letter should confirm the Consultant's understanding of this RFP and general understanding of the project.

### 2. Consultant and Project Team Qualifications and Experience:

The purpose of this section is to provide the Owner with an overview of the Consultant's firm and also demonstrate the qualifications of the staff the Consultant will assign to this project if selected. At a minimum, the proposal should:

- Designate a Project Manager and indicate office location.
- Include the organization chart, functional discipline, and responsibilities of project team members.
- Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Consultant and/or sub-consultant, and professional license.
- Discuss the Consultant's ability to work in harmonious, non-adversarial relationships with the Owner and their agents.

The personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No replacement may be made without submission of a resume of the proposed replacement for approval by the Owner.

The Consultant shall clearly state whether it is proposing to subcontract any of the work herein. The names of the sub-consultants shall be provided and by proposing such firm(s) or individuals, the Consultant assumes full liability for the sub-consultant's performance. The Consultant shall state the amount of previous work experience with the sub-consultant(s). The Owner has sole discretion to reject any proposed sub-consultant.

### 3. Consultant's Project and Management Approach:

The purpose of this section is to provide the Owner with the Consultants understanding and proposed approach to typical projects. The Consultant should discuss in detail the

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proposed management and project approach for performing any project awarded during the term of the Agreement.

The Owner reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Consultant. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the Owner, the Owner reserves the right to reject the proposal.

#### 4. Representative Projects:

This section of the Consultant's Proposal should list and describe representative clients currently served focusing on general engineering projects. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person.

#### 5. Demonstrated Capacity to Effectively Control Project Costs and Accomplish Work in a Timely Manner:

- Describe the Consultant's cost control methodology.
- Describe the approach for reducing project costs.
- Describe the documentation, tracking and reporting system.
- Describe the program for quality control.

#### 6. References:

Provide the current name, address, and telephone number of at least five (5) references the Consultant has served either currently or in the past three (3) years; preferably those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

### **4.0 SELECTION OF CONSULTANT:**

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#### **4.1 APPROVING AUTHORITY:**

The approving authority for this RFP is Powhatan County, Virginia and the Powhatan County Board of Supervisors. This project is contingent upon annual appropriation of funds by the Board of Supervisors.

#### **4.2 SELECTION COMMITTEE:**

The Owner will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of a Consultant to the County Administrator and Board of Supervisors.

**4.3 BASIS FOR AWARD:**

The Selection Committee will base its recommendation on the “Evaluation Criteria” set forth in this RFP. Based on the results by the preliminary evaluation, the highest rated Consultants will be invited to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Consultants.

The Award will be made to the responsible Consultant(s) whose proposal, interview and resulting contract conforms to this solicitation and is most advantageous to the Owner, price and other factors considered..

**4.5 EVALUATION CRITERIA:**

The Committee will base the initial and final evaluation on the following criteria:

<b><u>Maximum points</u></b>	<b><u>Evaluation Criteria</u></b>
25	Project team qualifications and experience
20	Consultant project and management approach
20	Representative projects
15	Ability to control project costs
15	References
5	Proximity and availability to Powhatan County
<hr/> 100	<i>Total points possible</i>

The Owner may arrange for discussion with Consultants submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Consultant to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the Consultant’s physical premise prior to making a final decision.

**4.6 OWNERSHIP OF DOCUMENTS:**

The Consultant shall provide the Owner’s with original documents, bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with the Owner’s word processing and AutoCAD hardware and software. All documents, including computer disks, shall become property of the Owner upon final payment of all fees to the Consultant as set forth in the contract. The County reserves the right to alter the documents and/or specifications for its purposes, but will provide a properly initialed revision block showing County responsibility for such changes.

**4.7 PRIME CONSULTANT:**

The selected Consultant will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Consultant or sub-consultants. The selected Consultant is to be the sole point of contact with regard to all contractual responsibilities.

The County and Authority also reserves the right to contract with more than one firm for specific aspects of the RFP if that is in the County's best interest.

**4.8 CONTRACTUAL DEVELOPMENT:**

Once a Consultant is tentatively selected based on the "Evaluation Criteria", the Owner reserves the right to negotiate further with the selected Consultant. As a result of this contract discussion and negotiation, the Owner may propose a contract that amends the scope of this RFP or the Consultant's proposal prior to signing the contract. At the same time, this RFP and the Consultant's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, and the Consultant's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactory proposed contract cannot be negotiated with the highest ranked Consultant, negotiations will be terminated. Negotiations shall then be undertaken with the second most qualified Consultant and so on until agreement is reached with a consultant.

**4.9 CONTINGENCY OF THE CONTRACT AWARD:**

Award of the Contract to the selected Consultant is contingent upon:

- The budget and availability of funds, and
- The successful negotiations of contractual terms agreeable to both parties.

Failure to achieve the foregoing will result in no award at this time.

**4.10 STANDARD CONTRACT FOR SERVICES:**

The Owner expects to enter into a Professional Services Agreement for this project. Provisions to be excluded from or included in all Owner contracts are enumerated in Appendix A.

Specific obligations of each party will be specified in the final signed contract.

Consultants are reminded that the proposal will form the basis of the contract negotiations phase between the Owner and the selected Consultant. Accordingly, the proposal should be written in a concise, forthright manner and respond in the manner described in this RFP.

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### **4.11 ACCEPTANCE, INVOICING, AND PAYMENT:**

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the products or service is approved as acceptable by the Owner.

The Consultant shall submit invoices listing the services performed and completed to the Owner. The invoice should cite the project description and contract number, shall include a basis for the invoiced amount, and shall include a status report for the project.

The Owner will make payment to the Consultant, net 30 days or in accordance with discount terms if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services.

### **5.0 GENERAL TERMS AND CONDITIONS:**

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#### **5.1 APPLICABLE LAWS:**

This solicitation and the resulting contract for the successful offeror shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The contract entered by the successful offeror will include all terms of this RFP and the parties are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations. All General Terms and Conditions spelled out herein will be included in the contract awarded to the successful offeror.

#### **5.2 ANTI-DISCRIMINATION:**

By submitting their proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-431 1 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, 2.2-4343.1E).

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In every contract over \$10,000, the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

### **5.3 DRUG-FREE WORKPLACE:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

### **5.4 ETHICS IN PUBLIC CONTRACTING:**

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal), and that they

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have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this request for proposal.

### **5.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

### **5.6 NONDISCRIMINATION OF CONTRACTORS:**

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

### **5.7 CLARIFICATION OF TERMS:**

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact the owner's representative whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by written addendum issued by the owner.

**5.8 PRECEDENCE OF TERMS:**

The General Terms and Conditions APPLICABLE LAWS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**5.9 QUALIFICATIONS OF OFFERORS:**

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**5.10 ASSIGNMENT OF CONTRACT:**

Neither the Contract, nor any part thereof, nor any money's due or that become due to the Contractor pursuant to the Contract, may be assigned by Contractor without the prior written approval of the County.

**5.11 CHANGES TO THE CONTRACT:**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing.

**5.12 DEFAULT:**

In case of failure to deliver or install services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.



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5.13 INSURANCE:

By signing and submitting a proposal under this solicitation, the offeror certifies that they have purchased and will maintain in force, at his own expense, such insurance as will protect him from claims set forth below which may arise out of or from the contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Contractor and Owner, from any and all claims for personal injury and property damage resulting by any action or inaction on the part of the Contractor, his agents, servants and employees. The Contractor shall furnish insurance from companies and in a form acceptable to the Owner's Attorney and shall require and show evidence of insurance coverage on behalf of any subcontractor, before entering into any agreement to sublet any part of the work to be done under this Contract.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:**

**(X) - If Required**

- (X) 1. Workmen's Compensation Insurance with statutory limits and Employer's Liability Insurance of \$500,000 for one accident or aggregate disease.
- (X) 2. Commercial General Liability - \$2,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, completed operations coverage and professional negligence and errors and omissions coverage.
- (X) 3. Comprehensive Automobile Liability
 

(a) Bodily Injury	\$1,000,000	Each Person
	\$1,000,000	Each Occurrence
(b) Property Damage	\$1,000,000	Each Occurrence
- (X) 4. Umbrella Liability Insurance \$3,000,000 Each Occurrence
- (X) 5. The Contractor shall have executed and delivered to the Owner five copies of all insurance certificates. All insurance policies under coverage's 2 and 4 above shall name the County of Powhatan, as **additional insured.**

The Contractor shall be responsible for maintaining current certificates of insurance on file with the Owner, and shall be responsible for notifying the Owner thirty (30) days prior to the expiration, cancellation, non-renewal, or material changes in the coverage.

The Contractor shall be responsible for continuing in force completed operations, bodily injury and property damage coverage for a minimum of (2) year after and completion and acceptance of the work.

**5.14 ANNOUNCEMENT OF AWARD:**

Prior to final award the county reserves the right to request additional information and clarification of the proposal package on an individual basis. Upon the award or the announcement of the decision to award a contract, the Public Works Department will inform in writing, for the offerors(s) who submitted proposals, of the County's decision.

**5.15 AUDIT:**

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**5.16 AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent that funds are annually appropriated for the contract by the Board of Supervisors.

**5.17 WITHDRAWAL OR MODIFICATION OF PROPOSALS:**

Proposals may be withdrawn or modified by written notice received from offeror prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal. All withdrawal or modifications shall be done according to State law.

**5.18 RECEIPT AND OPENING OF PROPOSALS:**

- (a) It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
- (b) The provisions of 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

**5.19 SUBCONTRACTORS:**

- (a) The contractor shall as soon as practicable after the signing of the contract, notify the County in writing of the names of subcontractors proposed for the principal parts of the work. The contractor shall not employ any subcontractor that the County may, within a reasonable time, object to as unsuitable. The County will not direct the contractor to contract with any particular subcontractor unless provided in the specifications or proposal form.

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- (b) The County shall, on request, furnish to any subcontractor, if practicable, the amounts of payments made to the contractor, the Schedule of Values and Requests for Payment submitted by the contractor, and any other documentation submitted by the contractor which would tend to show what amounts are due and payable by the contractor to the subcontractor.
- (c) The contractor agrees that he is fully responsible to the County for the acts and omissions of his subcontractors, suppliers, and invitee upon the site of the project, and of persons either directly or indirectly employed by them, and for the acts and omissions of persons employed by him.

### **5.20 PROPOSAL ACCEPTANCE PERIOD:**

No proposal may be withdrawn after the scheduled closing time for receipt of proposals for ninety (90) calendar days, except as provided in Section 2.2-4330(A)(i), Code of Virginia, which states the offeror shall give notice in writing of his claim of right to withdraw his proposal within two business days after the conclusion of the proposal opening procedure. Any withdrawal request made to the Director of Finance must be accompanied by offeror's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to Code of Virginia, subdivision F of 2.2-4342, an offeror must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-(F) is necessary.

### **5.21 TERMINATION BY OWNER FOR CONVENIENCE:**

- (a) Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor 30 days written notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require assigning to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
  - (1) All amounts then otherwise due under the terms of this contract,
  - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
  - (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation

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or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.

- (b) In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

### 5.22 SCC REGISTRATION

Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia **MUST** include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law **MUST** include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. No bidder or offeror failing to provide the required information shall receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement Section 2.2-4311.2 of the Code of Virginia is granted by the County Administrator. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Section 2.2-4311.2 of the Code of Virginia.

### 5.23 Proprietary Information/Freedom of Information

Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts and other public records relating to the County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq). Proposals shall not be available for inspection by offerors until interviews, if scheduled, are completed. After award all proposals become a matter of public record and are available for inspection by the general public. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states 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 and will result in rejection of the proposal. *One hard copy marked "ORIGINAL LESS PROPRIETARY DOCUMENTS" shall be submitted with proposals.*

## **6.0 SPECIAL TERMS AND CONDITIONS:**

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### **6.1 IDENTIFICATION OF PROPOSAL/PROPOSAL ENVELOPE:**

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The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Offeror	Due Date	Time
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_____	_____
Street or Box Number	RFP No.

  

_____	_____
City, State, Zip Code	RFP Title

The envelope should be addressed as directed on Page 1 of the solicitation.

The offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

**6.2 INDEMNIFICATION:**

The Offeror agrees to save, defend, hold harmless, and indemnify the County, and all of its officers, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, actions, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Offeror's negligent or wrongful acts, errors or omissions in the performance or nonperformance of its work called for by the Contract Documents, including such acts, errors or omissions of Offeror's employees, servants or agents.

**6.3 WORK SITE DAMAGES:**

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

**7.0 METHOD OF PAYMENT:**

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The Offerors shall be paid on the basis of invoices submitted monthly. Invoices shall be rendered directly to the Public Works Department, 2322 Skaggs Rd, Powhatan, VA 23139, for review and payment approval. Invoices shall be paid NET 30 after receipt of approved invoice. The Offeror shall reference the contract number and dates of billing period.

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**APPENDIX A – CONTRACT PROVISIONS**

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All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Offeror would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Offeror, must be submitted along with the Offeror's Proposal. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this Request for Proposal, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Offeror shall not condition its performance or delivery upon any such agreement by the County.

Powhatan County will not execute contracts containing any of the following prohibited provisions. All of the County's contracts must contain the mandatory provisions detailed herein. Presentation of a contract containing any of the prohibited provisions may render the RFP or IFB nonresponsive.

**A. PROHIBITED PROVISIONS**

1. Waiver by County of express or implied warranties of merchantability and fitness for a particular purpose.
2. Waiver by County of any other warranties, including warranties of non-infringement or arising from a course of dealing.
3. Waiver by County of any contractor liability for infringement or any other damage.
4. Limitation of contractor liability.
5. Waiver or limitation by County of any damages, including but not limited to indirect, special, consequential or incidental damages.
6. Indemnification or holding harmless of contractor by the County for any damage caused by the County which is not solely the result of County action.
7. Indemnification or holding harmless not permitted by the doctrine of sovereign immunity.
8. Mandatory arbitration.
9. Reduction in statute of limitations; time periods.

**B. MANDATORY PROVISIONS**

1. Agreement governed by the law of Virginia.

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2. Litigation about the contract shall lie in Circuit Court of Powhatan County or Eastern District of Virginia, Richmond Division (where federal court is mandated by law).
3. Agreement will include all RFPs or IFBs and contractor responses thereto.
4. Appropriation. The obligation of County to make payments hereunder is subject to availability of annual appropriation of funds for such purpose. Notwithstanding the foregoing, County hereby represents and warrants that sufficient funds have been appropriated to cover payments under this Agreement for the current fiscal year. County further agrees promptly to affirmatively seek authorization and approval for funding, including, if necessary, on an emergency basis, to pay when billed for Services. In the event that County cannot procure or obtain lawfully appropriated and available budget authority for the Services, and notifies Contractor in writing of such non-availability of funding, this Agreement may be terminated by the County without further liability, except that County shall pay Contractor for all services provided by Contractor and accepted by County up to and including the date of termination.
5. The Purchaser may, from time to time, receive financial assistance or funding from the Federal government or the Commonwealth of Virginia and its agencies, including but not limited to the Virginia Department of Transportation and the Virginia Department of Rail and Public Transportation. Such funding may be used to purchase on-call services. The specific source of any federal or state funding may depend on the type of services the proposer performs. Contracts awarded as a result of this RFP will include all contract clauses required by federal and state law. The specific contract clauses may depend on the services the proposer is selected to perform. Such clauses may include the following:
  - (a) All applicable clauses listed in Appendix II to 2 C.F.R. 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
  - (b) The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Virginia Department of Transportation, the Virginia Department of Rail and Public Transportation, and Powhatan that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmbv.virginia.gov>) under the DBE Directory of Certified Vendors. The Consultant is encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the Consultant intends to subcontract a portion of the services on the project, the Consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The Consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between the Consultant and a DBE firm whereby the DBE firm



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promises not to provide services to other consultants is prohibited. The Department believes that these services support 10% DBE participation.

(c) The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract.

(d) The Consultant agrees to pay each subconsultant under for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the Consultant receives from the Virginia Department of Rail and Public Transportation (DRPT) or its sub-grantees. The Consultant agrees further to return retainage payments to each subconsultant within seven (7) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of DRPT of its sub-grantees. This clause applies to both DBE and non-DBE subconsultants.

(e) The Consultant agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of the Agreement as reasonably may be required, and to retain all such records for at least three years, except in the event of litigation or settlement of claims arising from the performance of this

Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(f) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to the Agreement. The Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement.

6. The Consultant acknowledges and agrees that federal requirements apply to the Contract, that these requirements may change due to new laws, regulations or guidance from a federal entity. Consultant further agrees that such changes, if or when they occur, will apply to Consultant.