

Amelia County  
16360 Dunn Street  
Amelia CH, VA 23002  
(804) 561-3039

**REQUEST FOR PROPOSAL**

**SEALED**

**Issue Date: March 25, 2020**

**RFP #Am20-001**

Title: County Ordinances Codification Services

The County of Amelia solicits interested Offerors to submit Request for Proposals (RFP) to provide County Ordinances Codification Services (Renewable Contract)

Closing Date and Time: **May 1, 2020, 5:00 P.M.**

Issuing Authority: Amelia County  
Attention: Taylor Harvie  
16360 Dunn Street  
Amelia CH, VA 23002

Receipt of Proposals: **Sealed proposals will be received until 5:00 PM on Friday, May 1, 2020** for furnishing the services described herein.  
\*Submittal, one original, five (5) copies, one electronic copy and one redacted copy, marked RFP # Am20-001, "A Proposal for Codification Services for Amelia County"

Proposals must be in a sealed envelope and marked "RFP #Am20-001", "County Ordinances Codification Services for Amelia County." If proposals are mailed or hand carried, send directly to issuing authority above. Proposals will not be accepted via Fax machine.

This Public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 11.35.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

Terms and Conditions: ALL enclosed General and Special Terms and Conditions shall apply to this Request for Proposal. Offerors are reminded to read and comply with all requirements of this solicitation.

My signature certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign, personally or as a Representative for the Firm:

Name of Firm or Individual: \_\_\_\_\_

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

\_\_\_\_\_

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

Name (type/print): \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone: (     ) \_\_\_\_\_ Fax #: (     ) \_\_\_\_\_

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

Federal ID #: \_\_\_\_\_

VA State Corporation Commission ID #: \_\_\_\_\_

Minority/Female    [     ] yes                    [     ] no

## **1. RFP REQUIREMENTS AND INFORMATION**

### **Proposals Must Meet The Following Requirements To Be Considered Valid. Proposals Will Be Rejected If Not In Compliance With These Requirements.**

Proposals must be received in the Amelia County Administration Office by the date and time of proposal closing indicated above. NO late proposals will be accepted. NO faxed proposals will be accepted.

Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP). Offerors need to submit their Federal Identification Number in the proposal, as well as the identification number issued to you by the Virginia State Corporation Commission, or a statement as to why such number is not required. Contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP, and respond to each requirement in the format prescribed. Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered. In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

This RFP does not commit Amelia County to award a contract. Amelia County reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of Amelia County. If, in the opinion of Amelia County, revisions or amendments will require substantive changes in proposals, the due date may be extended. Amelia County also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves Amelia County's best interest. Proposal award will be based on compliance with mandatory items and evaluation of desirable items indicated throughout this specification. Complete and accurate responses to all items are necessary for fair evaluation of proposals. Amelia County will consider any other factors that are in County's best interest.

Amelia County reserves the right to expand services should additional funds become available during the contract term. Expansion of current services to provide enhanced programming or to meet the need of an increased population may be requested by the County, based upon the availability of supplemental or expanded funding or grants. Amelia County reserves the right to reduce the scope of services during the contract term.

The company submitting a proposal shall bear the expense of the preparation of the proposal in response to this RFP. Amelia County is not responsible for any costs associated with the Contractor's development of the response proposal.

The Offeror's proposal MUST be manually signed in ink and returned by the proposal closing date and time along with any other requirements as specified in the RFP in order to be considered for an award.

A proposal may not be altered after opening. The proposal must stay in effect for one hundred twenty (120) days after the closing.

1.1. Purpose

The primary goal of this RFP is to retain a qualified entity to lead the County’s effort to create a County Code of Ordinances. This is not an update of an existing County Code. The County has not previously codified it’s adopted ordinances.

1.2. Inquiries

Any explanation desired by a Offeror regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing no later than 5:00 PM, EST, April 15, 2020, to the Amelia County Administrator listed below and clearly marked “Questions for Amelia County Ordinances Codification Services”. Questions may be sent via email or facsimile to:

Taylor Harvie, County Administrator  
16360 Dunn Street  
Amelia Courthouse, VA 23002  
taylor.harvie@ameliacova.com

From the date the RFP is issued until an Offeror has been selected and officially announced, all communication regarding this RFP by potential Offerors and employees of Amelia County shall be in writing and addressed to the County Administrator.

1.3 Contract period

This contract shall be through the completion of required services, starting on July 1, 2020. For additional information on contract period terms please refer to page 21 Section 6.17. If delays in the proposal process result in an adjustment of the anticipated contract starting date, the contractor agrees to accept a contract for the full term of the contract.

1.4 Schedule

ACTIVITY	DATE/TIME
1. Release date for Request for Proposal	March 25, 2020
2. Last day to submit written questions	April 15, 2020
3. County response to written questions	April 22, 2020
4. Proposal Due Date	May 1, 2020
5. Interview Date	May 29, 2020
6. Estimated Contract start date	July 1, 2020

1.5 Codification Format

To assist firms in the preparation of accurate and relevant responses, Amelia County provides the following information about the project materials to be included in the Code. A “page” shall be defined as the printed area of 11-point text on one side of an 8 ½ -by-11 sheet of paper; a sheet of paper may include two pages. Fill in information as applicable:

- Year the Code was codified: has not previously been done
- Approximate number of ordinances adopted: 78

**Note: County may add additional information, as it deems necessary or helpful.**

### 1.6 Proposal Format

Offerors are to submit written proposals, which present the Offeror’s qualifications and understanding of the work to be performed. Offerors are required to address all evaluation criteria and to be specific in representing their qualifications. The proposal should provide all pertinent information relative to the Offeror’s qualifications for the project and which respond to the Scope of Services and Evaluation Criteria described herein must be bound or contained in a single volume. Proposals should contain the following information.

- Size, capabilities, and experience of the codifier.
- Training capabilities and any associated costs to help police, staff, and other users learn how to access Code information and navigate the online platform.
- Experience working with and publishing additional related documents outside the Code.
- Statement of understanding of the work to be performed with descriptions of the approach that the firm or individual would plan to take to perform the services, and a timeframe for completion.
- Work schedule including the approximate date the services will begin (including preliminary field work) and end, and the approximate dates for delivery of the reports.
- Experience and Qualifications of individual(s) who will be performing the services, including their specific experience with localities in Virginia.
- Provide a list of local governmental clients in Virginia that the firm or individual has worked within the past ten (10) years.
- List three (3) client references for current contracts and any from the past three years that the County can contact regarding the experience and ability of the firm or individual submitting the proposal. Each submission must include the information described in [Exhibit 1 – Client References](#). This information must be provided, or the submission may be disqualified.
- The cost of the services.

### 1.7 Proposal Evaluation

Amelia County will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below.

- The experience of the individuals who will be conducting the codification services
- The approach of the offeror to conduct the services
- The understanding the offeror has of the operations of a localities in Virginia
- The knowledge the offeror has of all applicable state and federal laws and standards
- The cost of the services

A committee designated by the Amelia County Board of Supervisors will evaluate all proposals submitted in response to this RFP to develop a short list of those Offerors to be considered for interviews and or potential negotiations. Evaluation and selection of an Offeror will be based on the information submitted in the proposals. There may be further information required for clarification purposes after the proposals are submitted

### 1.8 Oral presentations

The Evaluation Committee may hear oral presentations (if required). Contractors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request it. As such, the initial proposal should be as comprehensive as possible yet concise and to the point, clearly describing the details of services that the Contractor intends to provide to Amelia County. The proposal should address each section in this proposal that deals with requirements, either legal or technical, and clearly state "comply" or "non-comply". *Contractors are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to AMELIA COUNTY.*

## 2 **BACKGROUND INFORMATION**

Amelia County ("County") is a rural jurisdiction of 365 square miles with a population of approximately 12,900 located in south central Virginia. The Amelia County Board of Supervisors is the governing body of the County and is made up of five members representing five districts. The Board, as a legislative body, is responsible for enacting laws and setting policies as Virginia law and the needs of its citizens change. The County is requesting proposals for the codification of its adopted legislation, hosting of its Code online, and Code update services as well as a method for modernizing the presentation of the County's GIS, zoning, and land use accessibility.

## 3 **SCOPE OF SERVICES**

### 3.1 **Initial Codification of Legislation**

- Review all County adopted legislation to determine and properly incorporate all Code-relevant legislation into the Code.
- Provide written documentation of the legislation and its disposition.

- Provide a complete review of the County’s legislation, identifying any conflicts or inconsistencies within the County’s legislation or between the legislation and applicable state statutes.
- Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in local laws, policies and rules will be submitted to the County consultation with the County Attorney.
- Submit a legal manuscript for the County’s review. Any recommendations by the codifier are to be provided to, and discussed with, the County.
- Conduct a conference, in person, by telephone or via webinar, to review the legal manuscript.
- Provide the County with a draft copy of the Code for review prior to publication.
- Prepare and publish a comprehensive, detailed Code Index with the final publication. The codifier will include an example of a typical Index in its response.
- Provide ten (10) copies of the new Code volumes, printed in an 8-1/2 x 11 inch, single-column page format, housed in heavy-duty post binders, imprinted with the name and Seal (if desired) of the County on the cover and spine of the printed binder.
- Publish the existing Code online during the initial codification project.
- Provide materials to assist the County in the adoption of the Code as the official body of law of the County.
- Prepare ordinances for the adoption of the Code – one for zoning provisions and another for the remainder of the Code. Such ordinance must be in compliance with applicable state law and shall be provided to and reviewed by the County Attorney.

### 3.2 **Online Code**

The Proposal shall include terms for hosting the online Code so that County staff and the general public can access and use the Code with any electronic device that has internet access.

The Offeror shall:

- Provide reliable 24/7 hosting services for the online electronic Code.
- Provide easy and logical navigation of online electronic Code content for the general public and staff.
- Post online searchable copies of legislation adopted between updates, i.e., legislation not yet codified.
- Back-up the Code on a secure and reliable Web server.
- Provide offline alternative viewing options to support slower internet connections.

- Display full-quality graphics and tables with searchable captions.
- Offer data transfer services to make Code information available in alternative formats (such as excel) for use in other County software.

Designated County staff users shall be able to:

- Attend live training sessions given by a dedicated training specialist via video conference webinars or other comparable format.
- Publish related documents online in the same platform as the Code to facilitate comprehensive searching.
- View electronic Code visitor statistics including number of visits and most commonly searched terms.
- View online archived versions of the Code for historical reference.
- Download the Code to an editable Microsoft Word document.
- Search multiple Codes at once to find sample legislation in the codifier's database of client Codes.
- Insert password-protected annotations into the online Code.

General public and staff shall be able to:

- Search the Code by keywords or phrases.
- Download an app for searching the Code on smartphones.
- Print or email at the section, article, and chapter level of the online Code.

### 3.3 **Code Update Services**

The codifier agrees to maintain the Code of Amelia County by properly incorporating new legislation as it is passed by the County. The supplements may be published as often as the County desires. In its response, the codifier will include average turnaround time. The County shall furnish copies of all new legislation to the codifier.

With each Code update, the codifier shall:

- Determine proper placement of legislation within the Code to properly incorporate Code material.
- Implement the standard style conventions, internal sectional organizational hierarchy and numbering system to match the Code; correct/update as necessary.
- Correct any misspellings so that the online electronic Code remains searchable.
- Confirm accuracy of internal and statutory references; suggest updates as necessary and appropriate.
- Read and review for missing wording and internal conflicts.

- Maintain legislative integrity and improve the presentation of tabular material so that the information contained therein is easily accessible.
- Notify the County of any issues and concerns noted and work together to determine an appropriate resolution.
- Compose or update supporting documents and ancillary Code pieces, including the Disposition List, Table of Contents, Index, General References, and Editor's Notes.
- Create an Instruction Page so that paper Code holders can properly update the Code.
- Update the online Code with each supplement.

### 3.4 **Alternative Zoning Map Presentations**

The codifier shall provide a method for modernizing the presentation of the County's GIS, zoning, and land use accessibility to make it easier for business and property owners, planners, developers, and constituents to access and use the County's regulations.

### 3.5 **Optional Products and Services**

- Code content Export: Codifier to describe its ability to export Code content into other formats for use in additional County software systems.
- Chapter Reprints (Pamphlets): Codifier can fulfill requests from constituents and County officials of certain chapters/sections of the Code. County to identify along with the number of reprints of each required.
- Other project options: Codifier to describe additional or alternative project options available.
- Additional capabilities: Codifier to provide information on additional code-related services it provides to County customers.

## 4 **Anticipated Deliverables**

4.1 As a result of the above analysis and findings, the codifier shall present the following:

- 4.1.1 A written and detailed report of the County's legislation presented in an intuitive format with tools to streamline the decision-making process
- 4.1.2 A suggested implementation plan for all recommendations. The implementation plan shall include:
  - Anticipated timeline for implementation
  - Anticipated impediments to implementing recommendations

4.2 A method for modernizing the presentation of the County's GIS, zoning, and land use accessibility.

Note: It shall be understood that these recommendations shall not be considered legal advice. The codifier shall provide an example of the format of the report(s) of its findings as part of its response.

## **5 GENERAL TERMS AND CONDITIONS:**

- 5.1 **Additional information:** Amelia County reserves the right to ask any Offeror to submit information to clarify the proposal or offer and to submit additional information which Amelia County deems desirable, and does not affect quality, quantity, price or delivery.
- 5.2 **Antidiscrimination:** By submitting their proposals, all Offerors certify to Amelia 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 Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions below apply:

- 5.2.1 During the performance of this contract, the contractor agrees as follows:

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.

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.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- 5.2.2 The contractor will include the provisions of above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.
- 5.3 Anti-trust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to Amelia County all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States, relating to the particular goods purchased or acquired by Amelia County under the said contract.
- 5.4 Applicable law and courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Virginia Public Procurement Act and any litigation with respect thereto shall be brought in the courts of the Amelia County, Virginia. The contractor shall comply with applicable Federal, State and local laws and regulations.
- 5.5 Assignment of contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of Amelia County.
- 5.6 Changes to the contract: Changes can be made to the contract in any one of the following ways:
- Amelia County may order changes within the general scope of the contract at any time by written notice to contractor. Changes within the scope of the contract include but are not limited to things such as service to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Amelia County a credit for any savings. Said compensation shall be determined by one of the following methods:
  - By mutual agreement between the parties in writing; or
  - By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Amelia County's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present Amelia County with all vouchers and records of expenses incurred and savings realized. Amelia County shall have the right to audit the records of the contractor as it deems necessary to determine costs or

savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Amelia County within thirty (30) days from the date of receipt of the written order from Amelia County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim or dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by Amelia County with the performance of the contract generally.

- 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.

- 5.7 Clarification of terms: If any prospective Offeror has questions about the specifications or other proposal documents, the prospective Offeror should submit a written request to the County Administrator whose name appears on the face of the invitation, no later than the listed date notated in Section 1.2 of this RFP. Any revisions to the invitation will be made only by addendum issued by the County Administrator.
- 5.8 Collusion: By submitting a proposal in response to this Request for Proposals, the Offeror represents that in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the
- 5.9 Cooperative procurement: This procurement is being conducted by Amelia County in accordance with the provisions of 2.2-4304 Code of Virginia. If agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Amelia County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall Amelia County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Amelia County contract. Amelia County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- 5.10 Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, Amelia 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 Amelia County may have.

5.11 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 Offeror.

5.11.1 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.

5.12 Ethics in public contracting: By submitting their proposals, Offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5.13 Immigration reform and control act of 1986: By signing their proposals, the 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.

5.14 Insurance: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

5.14.1 Workers' Compensation - Statutory requirements and benefits.  
Coverage is compulsory for employers of three or more employees, to

include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

5.14.2 Employer's Liability - \$100,000.

5.14.3 Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Amelia County must be named as an additional insured and so endorsed on the policy.

5.15 Mandatory use of Amelia County forms and terms and conditions: Failure to submit a proposal on the official Amelia County form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposals may be cause for rejection of the proposal; however, Amelia County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to its acceptance, Amelia County may, in its sole discretion, request that the Offeror withdraw or modify nonresponsive portions to a proposal which do not affect quality, quantity, price or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Amelia County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

5.16 Payment:

To Prime Contractor:

5.16.1 Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

5.16.2 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

5.16.3 All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

5.16.4 The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5.16.5 Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Amelia County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

5.16.6 To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from Amelia County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

5.16.7 To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

5.16.8 The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from Amelia County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Amelia County.

5.17 Precedence of terms: The following General Terms and Conditions, *APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, 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.

5.18 Protest of award: An Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the County Administrator no later than ten (10) days after either the award or the decision to award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest, the County Administrator will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Offeror institutes legal action as provided in the Code of Virginia.

5.19 Qualifications of Offerors: Amelia County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the service/furnish the goods stated in the contract. The Offeror shall furnish to Amelia County all such information and data for this purpose as may be requested. Amelia County reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. Amelia 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 complete the work/furnish the item(s) contemplated therein.

5.19.1 State Corporation Commission Number: all Offeror's organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any offeror or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized.

5.19.2 Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority to registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. Amelia County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.20 Virginia State Corporation Commission (SCC) registration information.

The 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 offeror's out-of-state location) -OR-

\_\_\_\_\_ is an out-of-state business entity that is including with this proposal 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.

\_\_\_\_\_ **\*\*NOTE\*\*** >> Check 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)

5.21 Taxes: Sales to Amelia County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The County's tax exemption registration number is 54-6002281.

## **6 SPECIAL TERMS AND CONDITIONS**

- 6.1 Audit: The contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by Amelia County, whichever is sooner. Amelia 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.
- 6.2 Award: Following the receipt of proposals, evaluations shall be conducted and ranked on the basis of the criteria mentioned herein. The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with the emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project as well as alternate concepts. At the discussion stage, the public body may discuss non-binding estimates of total project costs. Proprietary information from

competing offers shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract, satisfactory and advantageous to the public body, can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at fair and reasonable price. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Offerors whose proposals are not accepted will be notified as soon as the selected vendor has been approved by the Amelia County.

6.2.1 Award results will be posted for public inspection on Amelia County's website: [ameliacova.com](http://ameliacova.com). Award results will be furnished if a SELF-ADDRESSED STAMPED ENVELOPE is supplied with Proposal.

- 6.3 Acceptance of services: Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and or all conditions. Should the delivered service differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the Project Manager, the Project Manager may authorize refusal of final acceptance of the service.
- 6.4 Availability of funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which my hereafter become available for the purpose of this agreement.
- 6.5 Beginning of work: The contractor shall not commence any billable work until a valid contract has been fully executed by Amelia County and the successful contractor. The contractor will be notified in writing when work may begin.
- 6.6 Cancellation of contract: Amelia County reserves the right to cancel and terminate any resulting contract, in part or in whole and for any reason, without penalty, upon ninety (90) days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
- 6.7 Certification of independent price determination: By submission of this proposal, the contractor certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed

person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the contractor has not paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

- 6.8 Conflict of interest: All Offerors must disclose with their offer the name of any corporate officer, director, or agent who is also an officer or employee of Amelia County. Further, all Offerors must disclose the name of any Amelia County Community officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the Offeror's firm or any of its branches, subsidiaries or partnership.
- 6.9 Contractor responsibility: The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered as stated in the RFP, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters. If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of Amelia County.
- 6.10 Contractor personnel: Employees of the Contractor: The contractor warrants that all persons assigned to the project shall be employees of the contractor or independent contractors and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of this contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.
- 6.10.1 Personnel Commitments: Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of Amelia County. Replacement of key personnel, if approved by Amelia County, shall be with personnel of equal or greater ability and qualifications.

6.10.2 **Employee Conduct:** All employees of the Contractor shall conduct themselves in a professional and appropriate manner while at the Amelia County site. The County Administrator or designee retains sole discretion over whether to permit any individual to enter Amelia County facilities. Amelia County reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

6.11 **Contractual disputes:** Contractual claims arising after final payment shall be governed by Section 2.2-4363 of the Code of Virginia. This claim shall be submitted to the County Administrator at Amelia County who will render a decision within thirty (30) days. Contractual claims, where for money or other relief, shall be submitted by the contractor in writing to the County Administrator at Amelia County no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The County Administrator shall make a written determination as to the claim within forty-five (45) days after receipt. Such decision shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final decision by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.

6.12 **Delays in award:** Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, Amelia County reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

6.13 **Deviations from the contract:** The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP must be clearly defined by the contractor/Offeror in its proposal and, if accepted by Amelia County, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP or mandatory requirements. Amelia County discourages deviations and reserves the right to reject proposed deviations.

6.14 **Hold harmless and indemnification:** The offeror shall defend, indemnify and hold Amelia County, and Amelia County employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the offeror, its employees, agents, and volunteers, or incurred by or claimed against Amelia County, Amelia County's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the offeror. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or

administrative sanctions or civil penalties, incurred by Amelia County due to the negligent, fraudulent or criminal acts of the offeror or any of the offeror's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the offeror. Unless otherwise provided by law, the offeror indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the offeror under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

- 6.15 Independent contractor: It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The contractor's employees and other persons engaged in work or services required by the contractor under this agreement shall have no contractual
- 6.16 with Amelia County. They shall not be considered employees of Amelia County. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of Amelia County. The contractor will hold Amelia County harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from Amelia County including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.
- 6.17 Late proposals: To be considered for selection, proposals must be received by the issuing authority by the designated date, hour and second. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office, or the time recorded by an official from the issuing office. Proposals received in the issuing office after the date, hour and second designated are automatically disqualified and will not be considered. Amelia County is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the County mail system. It is the sole responsibility of the Offeror to ensure that its proposal reached the issuing authority's office by the designated date and hour. Proposal receipts and openings or the receipt of proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next regular business day. Please note that this solicitation closes at 5:00:00 PM Proposals received after the exact minute of 5:00:00 PM will be considered late. (For example, 5:00:05 is late for all purposes pertaining to this solicitation).
- 6.18 Invoices: Invoices for items ordered, delivered and accepted by Amelia County shall be submitted by the contractor directly to the payment address shown on the

purchase orders or contracts. All invoices shall show the Amelia County contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- 6.19 Notification: After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the person designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Offeror shall provide in its proposal the name, title and complete address of its designee to receive notices. Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.
- 6.20 Proposal acceptance period: Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- 6.21 Amelia County property: Amelia County shall be responsible for the repair, replacement and maintenance of Amelia County owned equipment that has become unserviceable due to normal wear and tear. The Contractor shall be responsible for the repair or replacement of all equipment that becomes unserviceable due to neglect, errors, oversights or malicious acts by Contractor or employees under Contractor supervision. It is the Contractor's responsibility to monitor Contractor's employees while using Amelia property.
- 6.22 Records and inspection: The offeror shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The offeror's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Amelia County and its employees, agents or authorized representatives after giving at least three (3) days' notice to offeror by Amelia County. Amelia County shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by Amelia County to the offeror pursuant to this contract or any renewal or extension of this contract. Amelia County's employees, agents or authorized representatives shall have access to the offeror's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits.
- 6.23 Severability: If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

- 6.24 Special discounts: During the contract period, if the contractor offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to Amelia County under this contract. The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the contractor's customers generally.
- 6.25 Promotional advertising: Reference to or use of Amelia County, any of its departments or sub-units, or any Amelia County official or employee for commercial promotion is prohibited.
- 6.26 Ownership of data: Upon termination or expiration of the contract agreement, it is understood that all completed or partially completed data, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out the contract shall be provided to and become the exclusive property of Amelia County unless or until such time as any of the above materials become public domain. Therefore, any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by the Contractor under this agreement shall not be made available to any individual or organization by Contractor without the prior written authorization of Amelia County.
- 6.26.1 No reports or documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. Data obtained through this agreement shall not be utilized for formal presentations, conferences, classes, presentations, articles, chapters or other public dissemination without the express written approval of Amelia County of the materials specifically and of the dissemination in general.
- 6.27 Best value: Amelia County may select a successful Contractor on the basis of the response/proposal demonstrating the best value in total for the services requested and described. Company selection may be based upon the proposal that best achieves the goals of this RFP.
- 6.28 Staff project participation: Amelia County reserves the right to approve or reject, for any reason, any and all Contractor or subcontractor staff assigned to this contract. Additionally, Amelia County may deny access or admission to Amelia County facilities at any time for such staff. Such access will not unreasonably be withheld.

Exhibit 1      CLIENT REFERENCES

List three (3) client references for current contracts and any from the past three years that the County can contact regarding the experience and ability of the firm or individual submitting the proposal by providing information described below.

Agency Name \_\_\_\_\_

Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_      Contact Numbers \_\_\_\_\_

Client Type \_\_\_\_\_

Describe Other \_\_\_\_\_

Contract Term (original, extensions, renewals, re-bid) \_\_\_\_\_

Contract Start \_\_\_\_\_      Contract End \_\_\_\_\_

Reason Contract Ended \_\_\_\_\_