



NORTHUMBERLAND COUNTY, VIRGINIA

REQUEST FOR PROPOSAL

ISSUE DATE: 2/27/2024

RFP # 2024-0227

TITLE: PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

Sealed Proposals will be received until **12:00 PM** local prevailing time, as per the Official Purchasing Timeclock **on 3/26/2024** for furnishing the Professional Engineering Services described herein. Late, facsimile and/or electronically-submitted proposals will **not** be accepted. All inquiries must be directed to:

Drew Basye, Assistant County Administrator Phone:
(804) 580-7666

E-Mail: dbasye@co.northumberland.va.us

PROPOSALS MUST BE MARKED AS FOLLOWS ON THE OUTERMOST DELIVERY PACKAGING, AND DELIVERED TO:

**Northumberland County 72 Monument Pl
Heathsville, VA 22473 RFP #
2024-0227**

Northumberland County does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4310 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Drew Basye, Assistant County Administrator, as soon as possible.

Name and Address of Firm/Individual Submitting Proposal:

Date: _____

By: _____

Signature In Ink (Preferably Blue Ink)

Print/Type

Telephone: _____

Fax: _____

Virginia State Corporation Commission Identification #

E-mail Address _____

Questions: All questions must be submitted in writing directly to Drew Basye, Assistant County Administrator, at the address referenced above. Questions will be accepted until 1:00 PM, 3/18/2024. Questions may be sent by email or asked by phone.

DO NOT RETURN ALL PAGES OF THIS RFP PACKAGE – SEE SECTION 2.8

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Sample Standard Professional Services Agreement – Attachment 1



This Request for Proposals (RFP) has been prepared in accordance with the Virginia Public Procurement Act.

This section of the RFP sets forth general information for all potential Offerors to assist in the preparation of proposals for the services identified in this RFP. The proposal submission requirements are addressed in Section 2 of this RFP. Northumberland County's process for selecting the best proposals and developing a contract are summarized in Section 3. The requirements and processes set forth therein shall be binding on all Offerors.

1.1 PURPOSE OF THE REQUEST:

Northumberland County, Virginia, a political subdivision of the Commonwealth of Virginia and a body politic, desires to engage the services of qualified firms to provide Professional Engineering/Architectural Services as further detailed below.

This Request for Proposal (RFP) is part of a competitive procurement process that allows Northumberland County to obtain the best value and also provides interested Offerors a fair opportunity for their services and capabilities to be duly considered.

Northumberland County intends to enter into a multi-year contract with the selected Offeror(s) using its standard Professional Services Agreement. A sample Professional Services Agreement is attached to this Request for Proposals as Attachment A.

The contents of the proposal submitted by the successful Offeror(s), this RFP and all modifications made thereof, will become part of any contract awarded as a result of this solicitation.

For ease of reference, each individual/organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Contractor".

1.2 **CONTRACT TERMS:**

The contract(s) for multiple task orders is limited as follows:

- A. The term for the Agreement shall be for an initial **twelve (12) months** from the date of execution. Upon mutual consent, Northumberland County shall have the option to renew the contract for up to **three (3) additional twelve (12) month periods**, contingent upon need and availability of funds for this purpose.
- B. Contract will renew automatically unless a Notice of Intent to Terminate is issued by either party no less than 90 days prior to the expiration of the current term.
- C. The Value of this Agreement shall be limited to **\$200,000.00 per project or task order and \$1,000,000.00 in the aggregate, per one (1) term**. Any unused amounts from the first term shall not be carried forward to the additional term. (Virginia Public Procurement Act, Paragraph 2.2-4303.1).
- D. Details for each subsequent twelve (12) month term may be negotiated. Amended fees, and program modifications shall be agreed upon in writing a minimum of sixty (60) days prior to the date set for contract renewal. A new/revised fee schedule, and/or program detail must be approved, in writing, by Northumberland County before the new fees and contract renewal may be put into effect.

1.3 **COMPETITION INTENDED:**

It is Northumberland County's intent that this Request for Proposal (RFP) permit competition. It shall be the Offeror's responsibility to advise Northumberland County in writing if any language, requirement, scope of work, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification shall be received by the County Administration Office not later than 12:00 PM on.

1.4 **PRE-PROPOSAL MEETING/SITE VISIT:**

A pre-proposal meeting will **not** be held.

1.5 **SCOPE OF SERVICES:**

Northumberland County desires to engage the services of qualified professional engineering firms to perform a variety of professional engineering services, which may include civil, structural, mechanical, electrical and controls, construction management, inspection services, and associated surveying, environmental, permitting geotechnical, and architectural services. The awarded firms may also be expected to perform plan review assistance on utility, stormwater management, and building projects as needed.

Projects may include the evaluation, programming and design of public facilities; professional services associated with the evaluation, repair and/or rehabilitation of structural, electrical and mechanical systems; master planning for facilities; professional services associated with emergencies and natural disasters, environmental and regulatory compliance, and regulatory issues; and, professional services associated with site and facility planning, facility assessment planning and capital planning assistance, space needs assessments, engineering, surveying, environmental studies, stormwater management, TMDL compliance, geotechnical services, and construction management, preparing evaluations, bid documents, technical memorandums and preliminary engineering/architectural design plans and reports for compliance with building codes, detail design and construction management and inspection services for construction projects if a design is chosen to be bided for construction, and inspection services associated with projects and capital improvement projects.

1.6 QUALIFICATION REQUIREMENTS:

Qualification requirements for the project(s) shall include, but not be limited to, the following:

- A. Registered to practice engineering and architecture in the Commonwealth of Virginia with in-house drafting and design capabilities and in-house surveying capabilities, or arrangements with a surveying consultant licensed to practice surveying in the Commonwealth of Virginia.
- B. Thorough and extensive experience in stormwater, stormwater management, TMDL compliance, , engineering, planning, design and construction.
- C. Thorough and extensive experience in public facilities, including needs assessment and analysis, space assessment and analysis, capital planning, programming, renovation and/or reuse, design, planning and construction management.
- D. Capability and experience in computer aided drafting software such as **AutoCAD**, and knowledge of **Arc Info GIS**.
- E. Familiarity with the State of Virginia, Northumberland County standards, procurement policies, and regulations.
- F. Proximity and availability to Northumberland County.

G. Recent and relevant experience with the approval processes of the Virginia Department of Health, the Virginia Department of Transportation, the Virginia Department of Environmental Quality, Northumberland County.

All individuals/firms submitting proposals must be authorized as required by law to transact business in the Commonwealth. The Offeror's Authorization to Transact Business in the Commonwealth number (SCC #) issued by the Commonwealth of Virginia State Corporation Commission shall be noted on Page 1 of this RFP and included with the proposal submission. Proposals submitted without proof of Authorization, or without a noted exemption from the Virginia State requirement will be rejected. All Authorization to Transact Business in the Commonwealth numbers and exemptions will be confirmed by the County prior to proposal distribution

1.7 PROJECT SCHEDULE:

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

1.8 QUESTIONS:

Questions concerning general and/or technical details of the work, or this RFP, shall be submitted in writing (email, fax, USPS, or delivery service) to:

Drew Basye, Assistant County Administrator
Northumberland County
72 Monument Pl
Heathsville, VA 22473
804-580-7666
804-580-7053 (fax)
Email: dbasye@co.Northumberland.va.us

Potential Offerors are required to submit any and all questions in writing directly to Northumberland County, Drew Basye, Assistant County Administrator at the address referenced above no later than 1:00 PM, March 18, 2024. **Written responses, including the questions, will be provided to all Offerors via an official Addendum. Questions may be sent by fax or email.**

1.9 DECISION NOT TO RESPOND:

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. Northumberland County 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 Page 1 of the RFP (by fax or USPS) with a statement as to why you are unable or unwilling to respond.

1.10 AWARD OF AGREEMENT:

Northumberland County, in its sole opinion, reserves the right to reject any or all proposals, to waive informalities and to negotiate an Agreement with the selected Offerors. Northumberland County reserves the right, in its sole opinion, to reject any proposal it believes would not be in its best interest.

1.11 TERMINATION:

Subject to the provisions below, the Contract may be terminated by Northumberland County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of Northumberland County until said work, goods, or services are completed and accepted.

A. Termination for Convenience:

Northumberland County may terminate the resulting Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause:

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

1) Termination Due to Unavailability of Funds in Succeeding Fiscal Years:

If funds are not appropriated or otherwise made available to support continuation of the performance of the Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred under the Contract.

1.12 CONTRACTUAL DISPUTES:

The Contractor shall give written notice to the County of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the County by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the vehicle. If the claim is not disposed of by agreement, the County shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of

Northumberland's receipt of the claim.

The County's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Northumberland County Administrator, or his/her designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

1.13 SEVERABILITY:

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract (Agreement) but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

1.14 EMERGENCY ORDER:

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

(End of Section 1)

SECTION 2

PROPOSAL REQUIREMENTS

All information requested, and the requirements of this RFP must be supplied in writing in order for Northumberland to consider the proposal complete.

2.1 **EFFECT OF PROPOSAL SUBMISSION:**

Submission of a proposal shall constitute an agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any agreement negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions".

By submitting a proposal, the Offeror 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 will not make any claim for, or have to right to, cancellation of or relief from the contract because of any misunderstanding or lack of information.

2.2 **DUE DATE AND COPIES RETURNED:**

Proposals will be received until 12:00 PM local prevailing time, as per the Official Purchasing Timeclock, **on March 26, 2024.** Proposals must be received by the County Administrator's Office prior to, or by the date/time noted above. Northumberland County will not accept proposals after that date and time. Proposals received in the County Administrator's Office after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror.

It shall be the Offeror's responsibility to ensure his/her proposal has been received by the County Administrator's Office on or before the deadline published above. Northumberland County is not responsible for delays in the Postal service or other methods of delivery.

Offerors shall submit One (1) USB drive copy and **Five (5) paper copies** of their technical proposals with one marked "Original". Each copy of the proposal shall be bound or contained in a single volume where practical.

Offerors shall deliver sealed proposals to:

Northumberland County
Attn: Drew Basye, Assistant
County Administrator
72 Monument Pl. Heathsville, VA
22473

No other proposal distributions by the Offeror shall be permitted.

2.2.1 **FACILITY CLOSURE:**

Due to inclement weather, or other emergency conditions, Northumberland County may temporarily close its Administration facility. If bids are due on a day that the Northumberland County Administration facility is closed, bids will be considered due at the same time on the next business day the facility is open to the public. During inclement weather, Northumberland County facility closures are posted on the Web at www.co.northumberland.va.us.

2.3 **CONFLICTS OF INTEREST:**

This solicitation is subject to the provisions of Section 2.2-3100 et seq., of the *Code of Virginia*, "the Virginia State and Local Government Conflicts of Interest Act". No member of the Northumberland County Board of Supervisors, , or any employee of Northumberland County, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a sub-contractor in connection with any bid or proposal, or have a personal interest therein, as defined by *Code of Virginia*.

2.4 **COLLUSION:**

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

2.5 **OWNERSHIP:**

Northumberland County requires all Offerors submitting proposals to indicate their form of organization and current principal place of business.

2.6 **CONFIDENTIALITY:**

Proprietary information that is submitted must be clearly identified as such at the time of submission (The Virginia Freedom of Information Act –FOIA- § 2.2-3700 et. seq. of the *Code of Virginia*.) Offerors must invoke this protection by written request, and identify the specific area or scope of data or other materials to be protected and state the reasons why protection is needed. Proprietary information, if any, shall be clearly identified as such within the submittal and should be easily segregated from other portions of the proposal; pricing and other material portions of the proposal will not be considered proprietary. The entire proposal cannot be protected, only that information that is considered proprietary or trade secrets.

2.7 STATEMENT OF QUALIFICATIONS SUBMITTAL CONTENTS:

Offerors shall submit one (1) USB drive copy and five (5) paper copies of their Proposal (Statements of Interest and Qualifications with one marked "Original". Proposals should be as thorough and detailed as possible so that Northumberland County may properly evaluate the Offeror's capabilities to provide the required services. Proposals shall be submitted on 8-1/2" x 11" paper, and prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. Each Offeror's proposal **shall be** organized in the sequence outlined in Section 2.7 of this RFP.

- A. Project team overview: The overview shall include a description of the personnel and consultant(s), if any, to be assigned to the project, their duties and the office location of personnel and consultants. The project team overview shall indicate the office location where management of the project will occur and the location from which the majority of the staff resources will be provided.
- B. Resumes of key personnel for the engineering firm and the consultant(s) to be assigned to the project. A maximum of one (1) page per individual resume.
- C. Organizational chart. The project team organizational chart shall indicate the project manager.
- D. Description of the firm's capabilities and any other consultant's capabilities (maximum of three [3] pages).
- E. Recent relevant projects performed by individuals who will be assigned to work on County and Service Authority projects, with project locations, and original and final engineering costs; and, names, titles and phone numbers of contact persons. Include at least five (5) municipal references.
- F. Demonstrated capacity to effectively control project costs and accomplish work in a timely manner. Describe the organizational structure and project approach that will be used to manage and design projects.

The proposal content shall not exceed forty (40) pages (front and back), including the cover letter. Proposals in excess of forty (40) pages (section dividers **will not** count towards the forty (40) page limit) shall be deemed non-responsive and shall not be reviewed.

A letter from each proposed sub-consultant committing to work on the project team shall also be submitted with the proposal (these letters **will not** count towards the forty (40) page limit).

All proposals shall be signed by an officer or employee authorized to bind the firm contractually.

Page 1 of this RFP must be completed and submitted with your proposal (this **will not** count towards the forty (40) page limit).

2.8 **PROPOSAL FORMAT INSTRUCTIONS:**

Northumberland County is not responsible for failure to locate, consider and evaluate qualification factors presented outside of the format identified below. Proposals that do not meet the Northumberland County proposal submittal guidelines listed below may be excluded from the evaluation process.

Northumberland County will utilize the evaluation process and selection criteria described in Section 3 of this RFP. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections:

A. **Page 1 of this RFP:**

Page 1 of this RFP must be completed and included at the beginning of the proposal.

B. **Cover Letter:**

The cover letter shall confirm the Offeror's understanding of this RFP, and has a general understanding of the work. The cover letter shall also clearly identify the work the submission is for.

C. **Project Team Qualifications and Experience:**

This section must include the qualifications of the staff the Offeror will assign to this project once selected. At a minimum, the proposal should provide:

- Organizational chart. The project team organizational chart shall indicate the project manager.
- Designate a Project Manager and indicate office location.
- Include the organization, functional discipline, and responsibilities of project team members.
- Provide a complete resume or description of each team member's education, professional experience, length of time employed by the Offeror and/or a subcontractor and office location.

The personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of the Owner's.

The Offeror shall clearly state if is proposing to subcontract any of the work herein. The names of the subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance. The Offeror shall state the amount of previous work experience with the subcontractor(s).

D. **Offeror's Experience and Capabilities:**

The purpose of this section is to provide Northumberland County with an overview of the Offeror's firm and also demonstrate the qualifications of the staff to be assigned to this work if selected. At a minimum, the proposal shall discuss the history of the firm's prior experience providing similar services, discuss any work currently being performed that is similar in scope and size to the services requested by this RFP, and the optional services and capabilities declared above.

- Be registered to practice engineering, architecture and surveying in the Commonwealth of Virginia.
- Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
- Outline and briefly discuss the Scope of Services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Provide a list of projects that comprise the type of projects anticipated by the Scope of Services.
- Summarize its experience in master planning of utility and county facilities (including parks).
- Have the capability to prepare design drawings in AutoCAD and Arc Info GIS.
- Summarize its experience in design of public facilities (to include, but not limited to), water and wastewater facilities, stormwater management facilities, government buildings, parks, and sanitary landfills.
- Have significant experience with the Virginia Department of Environmental Quality and the Virginia Department of Health, and U.S.E.P.A. regulations regarding water and wastewater systems and sanitary landfills.
- Describe the Offeror's local office experience with similar projects.

- Describe any local office(s) that will service Northumberland County including size, area covered, and principal contact person.

The Offeror must also specify, in a similar manner with reference, etc., the qualifications of any subcontractors to be used in this proposed project. Provide information regarding previous work experience with Northumberland County.

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

E. **Project and Management Approach:**

Provide a detailed description of how the firm intends to provide and meet the requirements contained in this RFP.

The Offeror shall also demonstrate how the necessary resources will be allocated and managed to complete the work within the agreed upon schedule. The Offeror may also discuss potential alternatives applicable to the work.

F. **Control Project Cost:**

The Offeror shall demonstrated its capacity to effectively control project costs and accomplish work expeditiously and to provide services that are responsive to the client's needs, particularly in relation to quality assurance and interdisciplinary coordination:

- Describe the Offeror's cost control methodology
- Describe the approach for reducing project costs
- Describe detailed information regarding change orders on recent projects
- Describe the documentation, tracking and reporting system
- Describe the program for quality control.

G. **Representatives Projects:**

This section of the Offeror's Proposal should:

- List or describe representative clients currently served, both nationally and by the local office focusing on clients similar in size and complexity to Northumberland County.

- Provide the current name, address, and telephone number of at least five (5) specific references (preferably local government) the company 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.

Each reference should indicate the Scope of Services provided to each referenced client.

- H. Certificate of Authority to Conduct Business in the Commonwealth (if applicable) and a completed IRS Form W9

(End of Section 2)

SECTION 3

SELECTION OF CONTRACTOR

This section of the RFP outlines Northumberland County's process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

3.1 APPROVING AUTHORITY:

The approving authority for this RFP is Northumberland County Board of Supervisors, Virginia.

3.2 SELECTION COMMITTEE:

Northumberland County will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of an Offeror(s) to the Northumberland County Board of Supervisors.

3.3 INTERVIEW:

Based on the results of proposal evaluation by the Selection Committee, the highest rated Offerors may be invited by Northumberland County 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 Offeror. There is no specified number of Offerors that may be selected for interview.

Interviews will be conducted in a location selected by Northumberland County as provided by law.

Presentations by the selected Offerors during the interviews shall not exceed forty-five (45) minutes in length, followed by a question/answer period not to exceed thirty (30) minutes in length. The selected Offerors may use any presentation method deemed by the Offeror to be most effective.

3.4 BASIS FOR AWARD:

The Selection Committee will base its award recommendation on the "Evaluation Criteria" set forth in this RFP.

The Award will be made to the responsible Offeror(s) whose proposal, interview and resulting contract conforms to this solicitation and is most advantageous to Northumberland County. If Northumberland County is unable to come to agreement with the highest ranked Offeror during negotiations, the negotiations will be terminated and the Offeror ranked second shall be selected for negotiations. This process will be followed until a contract satisfactory to Northumberland County can be made.

Should Northumberland County determine in writing, and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The County of Northumberland reserves the right to reject any or all proposals, or to accept the proposal that the Board of Supervisors deems to be in the best interest of the County. The County of Northumberland reserves the right to request additional data or information or a presentation in support of written proposals.

3.5 EVALUATION CRITERIA:

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

<u>Maximum Points</u>	<u>Evaluation Criteria</u>
25	Project Team qualifications and experience
25	Offeror’s experience and capabilities
25	Ability to control project costs
<u>25</u> 100	Representative Projects and References

Northumberland County may arrange for discussion with Offerors 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 Offeror to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the Offeror’s physical premise prior to making a final selection.

3.6 OWNERSHIP OF DOCUMENTS:

The Offeror shall provide Northumberland County with documents bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with Northumberland County’s word processing software.

All documents, including USB drives, submitted in response to this solicitation shall become the property of Northumberland County. All documents, including USB drives, prepared in conjunction with, and relating to, the work detailed in this solicitation and resulting contract shall become the property of Northumberland County upon final payment of all fees to the Contractor as forth for in the contract.

3.7 PRIME CONTRACTOR:

The successful Offeror (Contractor) shall assume full responsibility for the complete effort as required by this RFP. The selected Offeror shall be the sole point of contact for Northumberland County with regard to all contractual responsibilities.

3.8 CONTRACT DEVELOPMENT:

Once an Offeror is tentatively selected based on the "Evaluation Criteria" detailed in this solicitation, Northumberland County reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, Northumberland County may propose, in writing, a contract that amends the scope of the RFP or the Offeror's proposal prior to signing the contract. At the same time, this RFP and the Offeror's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, any addenda, and the Offeror'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 Offeror, negotiations will be terminated. Negotiations shall then be undertaken with the Offeror rated second most qualified and so on until an agreement is reached with an Offeror.

3.9 STANDARD CONTRACT FOR PROFESSIONAL SERVICES:

Absent legal requirements, the award will be governed by the "Standard Professional Services Agreement" for this work. A sample Agreement is attached to this RFP as Attachment A.

Specific obligations of each party will be identified in the executed contract

3.10 NOTICE TO PROCEED/PURCHASE ORDER:

A Notice to Proceed will be enclosed with the resulting contract.

A purchase order may or may not be enclosed with the resulting contract or may or may not be issued shortly thereafter. If issued the purchase order will form an integral part of the resulting contract. The purchase order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals.

However, the purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the Contract and any modification thereto.

3.11 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 product or service is approved as acceptable by Northumberland County.

The Contractor shall submit invoices detailing the services performed and completed to Northumberland County. The invoice submittal shall provide sufficient information to

justify the invoiced amount. Invoices that, in Northumberland County's sole opinion, do not clearly detail services provided and completed shall be returned to the Contractor.

The Contractor's invoice shall cite the appropriate Northumberland County contract numbers.

Northumberland County will make payment to the Contractor, net thirty-five (30) days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services as verified by Northumberland County.

3.12 INSURANCE:

The successful Offeror shall comply with the insurance requirements set forth in the following numbered paragraphs and those required under the Commonwealth of Virginia statutory requirements. The Offeror's proposal shall clearly describe any desired exceptions to the insurance coverage required.

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.
- B. The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract five (5) days prior to work beginning. These certified copies will be sent to Northumberland County Administration from the Contractor's insurance agent or representative. Certificates of Insurance submitted to Northumberland County shall have the corresponding Contract/Agreement number noted on them.
- C. The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following:
 - 1) Worker's Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.
 - 2) General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of Northumberland County, against any or all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General

Liability insurance shall also include the Broad Form General Liability

endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.

- 3) Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or his/her subcontractors in the performance of the work. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.
 - 4) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- D. The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to Northumberland County on request.
- E. No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to Northumberland County Administration. The Contractor shall furnish Northumberland County a new prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to Northumberland County.
- F. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, Northumberland County shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to Northumberland County for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- G. Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.

- H. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude Northumberland County from supervising and/or inspecting the work as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.
- I. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and Northumberland County. The Contractor shall be as fully responsible to Northumberland County for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
- J. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- K. The Contractor, and all subcontractors, are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- L. Northumberland County shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

The Contractor shall provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Northumberland County before a contract is executed and any work is started.

3.13 NONDISCRIMINATION (CONTRACTOR):

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant or 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 non-discrimination 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 the requirements of this section.

- D. 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 sub-contractor or vendor.

- E. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

- F. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

3.14 CERTIFICATION OF AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

If your authority to transact business is revoked or cancelled at any time during the term of this contract the County may void any and all agreements and/or contracts at any time without notice, set-off or recourse.

I certify that _____ is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code: Yes/No

Contractor’s identification number issued by the SCC: _____

If you assert that your entity is not required to have such state authorization, state your exception/exemption: _____

(End of Section 3)

SAMPLE – DO NOT COMPLETE AND RETURN

**PROFESSIONAL SERVICES AGREEMENT
NUMBER: 2024-0212**

SUBJECT: PROFESSIONAL ENGINEERING SERVICES

Between:

**Northumberland
County 72 Monument
Pl.
P.O. Box 129
Heathsville, Virginia 22485**

**Phone: (804)580-7666
Fax: (804)580-7053**

And CONTRACTOR:

**Phone: () _____
Fax: () _____**

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GENERAL TERMS AND CONDITIONS (EXHIBIT 1)

CERTIFICATE OF INSURANCE (EXHIBIT 2)

REQUEST FOR PROPOSAL # 10062015-1400 (EXHIBIT 3)

_____’S PROPOSAL DATED _____(EXHIBIT 4)

**SCOPE OF WORK/COST PROPOSAL/HOURLY RATE SCHEDULE DATED _____
(EXHIBIT 5)**



**PROFESSIONAL SERVICES AGREEMENT
NUMBER: 2024-0212**

This **PROFESSIONAL SERVICES AGREEMENT** ("AGREEMENT"), entered into this _day of _____ 20__ between **NORTHUMBERLAND COUNTY** ("COUNTY"), a political subdivision of the Commonwealth of Virginia and a body politic, by and through its undersigned Purchasing Agent, pursuant to the authority expressly granted by the Northumberland County Board of Supervisors, and _ ("CONTRACTOR"). COUNTY and CONTRACTOR are collectively referred to as "PARTIES."

WITNESSETH:

WHEREAS, COUNTY, desires to purchase Professional Engineering/Architectural Services as further described herein and set forth in the referenced and attached documents, in accordance with the requirements of the the Virginia Public Procurement Act, where applicable; and

WHEREAS, CONTRACTOR has the expertise, knowledge and ability to provide the services set forth herein and in the referenced and attached documents; and

WHEREAS, COUNTY desires to hire CONTRACTOR to provide the services set forth herein and in the referenced and attached documents; and

WHEREAS CONTRACTOR was awarded this AGREEMENT after a duly performed competitive process; and

THEREFORE, in consideration of the mutual agreements contained in this AGREEMENT and the terms and conditions set forth below and in the referenced and attached documents, it is hereby AGREED between the Parties as follows:

1.0 **GENERAL TERMS AND CONDITIONS**

This AGREEMENT shall be subject to the "General Terms and Conditions", attached as Exhibit 1, and incorporated into this AGREEMENT.

2.0 All services shall in all ways comply with the specifications set forth in Request for Proposal # 2024-0212 Exhibit 3; and CONTRACTOR'S Proposal dated _____, Exhibit 4; and Scope of Work/Cost Proposal/Hourly Rate Schedule, Exhibit 5.

3.0 **PRICING & PAYMENT**

All pricing and payment shall be as set forth in Section I.9 of this AGREEMENT.

4.0 **WARRANTIES AND TITLE**

CONTRACTOR warrants that it has free and clear title, without encumbrance of any kind to goods/services set forth in this AGREEMENT and all attachments, and that it has the lawful right to dispose of, provide and/or sell goods/services in this AGREEMENT.

5.0 **AGREEMENT DOCUMENTS**

This AGREEMENT includes the following Agreement Documents:

- a. General Terms and Conditions, Exhibit 1
- b. Certificate of Insurance, Exhibit 2
- c. Request for Proposal # 2024-0212, Exhibit 3
- d. _____'s Proposal dated _____, Exhibit 4
- e. Scope of Work/Cost Proposal/Hourly Rate Schedule dated _____, Exhibit 5

6.0 **MERGER**

CONTRACTOR and COUNTY agree that the Agreement Documents set forth in the previous paragraph contain the entire AGREEMENT between the parties and that any previous representation or Agreement, in writing or otherwise, is hereby superseded and made null and void. All amendments to this AGREEMENT shall be in writing with the notice provided as set forth in the General Terms and Conditions, attached as Exhibit 1.

7.0 **CHOICE OF LAWS AND VENUE**

Any and all disputes of any kind related to this AGREEMENT shall be brought before the Northumberland County Circuit Court and determined under the Laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the PARTIES hereby set their signature to this AGREEMENT
on _____, 20__.

County of Northumberland, Virginia:

Contractor:

By: _____
E. Luttrell Tadlock
County Administrator
Northumberland County

() _____

By: _____

Phone: 804-580-7666
Fax: 804-580-7053

Title: _____

Approved as to form:

County Attorney

CERTIFICATION: I, _____, certify by my signature above
that I am the duly authorized agent of _____, and have all right
and authority to represent _____, and to enter into this
AGREEMENT.



EXHIBIT 1

GENERAL TERMS AND CONDITIONS

I.1 DEFINITIONS

- I.1.1 "Duly authorized representative" means any person authorized in writing by the Northumberland County Board of Supervisors to act for the County in connection with this AGREEMENT
- I.1.2 "Work" means Professional Engineering/Architectural Services.
- I.1.3 "Contractor" shall mean: _____

I.2 AGREEMENT PERIOD

The Agreement(s) for multiple task orders is limited as follows:

- 1. The term for the Agreement shall for an initial **twelve (12) month term** from the date of execution. Upon mutual consent, the County shall have the option to extend the contract for up to **four (4) additional twelve (12) month terms**, contingent upon need and availability of funds for this purpose.
- 2. Agreement will renew automatically unless a Notice of Intent to Terminate is issued by either party no less than 90 days prior to the expiration of the current term.
- 3. The Value of this Agreement shall be limited to **\$200,000.00 per project or task order and \$1,000,000.00 in the aggregate, per one (1) term.** Any unused amounts from the first term shall not be carried forward to the additional term. (Virginia Public Procurement Act, Paragraph 2.2-4303.2).

I.3 COMPLIANCE WITH LAWS

CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local government, which may in any manner affect the performance of this AGREEMENT, including, without limitation, the Commonwealth of Virginia Building Codes, the Northumberland County Zoning Ordinance, and the Code of Virginia. Copies of the the Zoning Ordinance, and County Codes are available for inspection on line at www.co.northumberland.va.us.

Procedures for Agreement disputes, appeals and protests shall be governed by the Ordinance and the Virginia Public Procurement Act, where applicable.

I.4 TAXES

Northumberland County is exempt from excise taxation. The County will complete such documents as may be necessary for CONTRACTOR to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply.

I.5 NOTICE

All communications and notices provided for herein shall be in writing, delivered personally or by certified mail, to CONTRACTOR by name and address listed on the proposal; to the County Administration Office.

I.6 NONDISCRIMINATION

During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

- I.6.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, creed, 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 CONTRACTOR. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause
- I.6.2 CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.

- I.6.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- I.6.4 CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- I.6.5 CONTRACTOR will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I.7 DRUG-FREE WORKPLACE

CONTRACTOR agrees to (i) provide a drug-free workplace for 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 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 CONTRACTOR that 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 Agreement awarded to a CONTRACTOR in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the AGREEMENT.

I.8 NO FIREARMS, WEAPONS OR DRUGS

Contractor agrees that no employee or agent of CONTRACTOR of any kind will possess or cause to possess firearms and/or weapons and/or illegal or controlled substances within 500 feet of Northumberland County property and facilities except as required by private security employed by Northumberland County or official public law enforcement.

1.9 PRICE, PAYMENT, AND SERVICES

1.9.1 Price

The services provided under this AGREEMENT will either be on a per project, as-needed basis. The price will be set for each project based upon the hourly rates set forth in Exhibit 5. The maximum price for any

project under this AGREEMENT shall be limited to **\$200,000.00 per project or task order and \$1,000,000.00 in the aggregate, per one (1) 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).

I.9.2 **Payment Amount**

Payment for services provided under this AGREEMENT shall be based solely on the hourly rates listed in Exhibit 5.

I.9.2.1 **Payment Schedule**

The CONTRACTOR shall make applications for payment as computed strictly based upon hourly rates provided in Exhibit 5. The COUNTY shall make payment upon review and acceptance of the work submitted in each Application for Payment. COUNTY will make payments to CONTRACTOR in thirty (30) days after invoice receipt, verification and acceptance of each invoice.

I.9.3 **Minimum Services**

The Minimum services provided shall be set forth in the particular project description and shall be of like kind to those services set forth in Exhibit 3.

I.9.4 **Additional Work, Time and Expenses**

When Additional Work, Time and/or Expenses are required, the CONTRACTOR will prepare a "Change Order" describing the additional work and/or expenses, the cause of the additional work and/or expenses, the cost of the additional work and/or expenses. These services and/or expenses shall be reviewed and authorized by the COUNTY. The CONTRACTOR shall not proceed with additional work, time and/or expenses until the COUNTY authorizes them in writing.

I.10 QUALITY CONTROL AND INSPECTION

I.10.1 COUNTY, by its County Administrator, or any person whom he or she shall designate, shall have a right to inspect any services and/or products supplied by CONTRACTOR in carrying out this AGREEMENT.

I.10.2 COUNTY does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this AGREEMENT.

I.10.3. CONTRACTOR shall be responsible for the agreed quality and standards of all materials, components or completed work furnished under this AGREEMENT up to the time of final acceptance by COUNTY.

I.10.4. Completed work not complying with the requirements of this AGREEMENT shall be rejected by the Project Manager and shall be corrected by CONTRACTOR at no cost to COUNTY.

I.11 DELIVERIES

Services shall be completed to the satisfaction of COUNTY by the date specified in this AGREEMENT. Completed services not complying with the requirements of this AGREEMENT will be rejected by the Project Manager and shall be corrected by CONTRACTOR at no cost to COUNTY. In case of failure to complete services in accordance with the terms and conditions of this AGREEMENT, COUNTY, after due oral or written notice, may perform the services and/or have the services performed and hold CONTRACTOR responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of nonconforming services, they may be accepted and payment shall be made at a reduction in price determined by reasonable price concept. This remedy shall be in addition to any other remedy which COUNTY may have.

All documents relating to this Service, including drawings and specifications, are to be prepared by the Offeror. They are not represented to be suitable for use on other services. The COUNTY agrees that, should it decide to reuse any such documents on any other service, the CONSULTANT shall not be liable to the COUNTY for such reuse unless the CONSULTANT under separate agreement with the COUNTY agrees to verify or adapt the documents to such other service.

I.12 RESPONSIBILITY FOR PROPERTY

CONTRACTOR shall be liable for any loss or destruction of, or damage to, property of COUNTY caused by the negligence or wrongful acts or omissions of CONTRACTOR or CONTRACTOR'S representatives, agents, or employees. Title and risk of loss or damage relating to the services provided by CONTRACTOR shall be the responsibility of CONTRACTOR until final acceptance by COUNTY.

I.13 SECURITY OF COUNTY'S DATA

CONTRACTOR shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of COUNTY, without first obtaining the prior written authorization of COUNTY. Upon COUNTY'S request, such data, designs, or other information, including all copies thereof, shall be returned to COUNTY. Where COUNTY'S data, designs, or other information is furnished to CONTRACTOR'S suppliers for procurement of supplies for use in the performance of COUNTY'S orders, CONTRACTOR shall insert the substance of this provision in its orders.

I.14 ASSIGNMENT AND SET-OFF

No part of this AGREEMENT, nor the AGREEMENT itself may be transferred or assigned to any other party by CONTRACTOR without the express, written consent of COUNTY.

This AGREEMENT shall be binding upon all successors, assigns, employees or other agents of CONTRACTOR. CONTRACTOR shall not delegate any duties, nor assign any rights or claims under this AGREEMENT, without prior written consent of COUNTY (but in no case shall the consent relieve CONTRACTOR from its obligations or change the terms of the AGREEMENT). CONTRACTOR shall not transfer or assign any AGREEMENT funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained. All claims for monies due or to become due from COUNTY shall be subject to deduction by COUNTY for any set-off or counterclaim arising out of this or any other of COUNTY'S purchase orders with CONTRACTOR, or for any other liquidated debt from CONTRACTOR to COUNTY, whether or not any such assignment is made, and whether such set-off or counterclaim arose before or after any such assignment by CONTRACTOR.

I.15 NON-INFRINGEMENT

To the extent that the services are provided relating to detailed designs not originated and furnished by COUNTY, or by a process or method the use of which is not specifically directed by COUNTY, CONTRACTOR guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save COUNTY and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. CONTRACTOR shall defend, at its own expense, any action or claim in which such infringement is alleged, provided CONTRACTOR is notified within a reasonable time of such action or claim against COUNTY. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by CONTRACTOR was designed.

I.16 BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against CONTRACTOR or in the event of the appointment, with or without CONTRACTOR'S consent, of an assignee for the benefit of creditors or of a receiver, COUNTY shall be entitled to cancel any unfilled part of this AGREEMENT without any liability whatsoever.

I.17 CHOICE OF LAW AND VENUE; NO ARBITRATION OR MEDIATION

This AGREEMENT between the PARTIES evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the Circuit Court for Northumberland County, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. CONTRACTOR and COUNTY hereby waive any and all rights to arbitration under the laws of Virginia, the United States, or otherwise.

I.18 INDEMNIFICATION

CONTRACTOR shall save, defend, hold harmless and indemnify COUNTY, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including CONTRACTOR'S employees, of whatsoever nature or kind to the proportionate extent arising out of, as a result of, or in connection with such performance caused by the negligent actions or omissions of CONTRACTOR, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, CONTRACTOR and its subcontractors shall maintain public liability and property damage insurance as provided in Exhibit 3, and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this AGREEMENT.

I.19 LIMITATION OF LIABILITY

COUNTY'S liability shall be limited to the unpaid balance of amounts due under this AGREEMENT, and in no event shall COUNTY be liable to CONTRACTOR for indirect, incidental, consequential or special damages.

I.20 DEFAULT

COUNTY may, subject to the provisions below, by written notice of default to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:

- I.20.1 If CONTRACTOR fails to make delivery of the supplies or to perform the work within the time specified here or any written extension; or
- I.20.2 If CONTRACTOR fails to perform any of the other provisions of this AGREEMENT, or so fails to make progress so as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not cure the failure within a period of ten (10) days (or other such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying the failure.

In the event COUNTY terminates this AGREEMENT in whole or in part is provided herein, COUNTY may procure, upon the terms and in the manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated, and CONTRACTOR shall be liable to COUNTY for any excess costs for such similar supplies or service: provided, that CONTRACTOR shall continue the performance of this AGREEMENT to the extent not terminated under the provisions of this clause.

CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to and is deemed sufficient by the Purchasing Agent to establish that failure to perform the AGREEMENT was due to causes beyond the control and without the fault or negligence of CONTRACTOR.

I.21 TERMINATION FOR THE CONVENIENCE OF COUNTY

This AGREEMENT may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in COUNTY'S best interest. Any such termination shall be effected by the delivery to CONTRACTOR of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance under the AGREEMENT is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed CONTRACTOR shall stop all performance, cancel orders for parts and terminate Subcontractor's as of the date specified in the notice; and accept no further orders from COUNTY. However, any authorized work not delivered as of the date of termination shall be delivered as required herein.

I.22 FORCE MAJEURE

CONTRACTOR is not responsible for damages or delay in performance caused by conditions beyond its control including, but not limited to, Acts of God, wars, and natural disasters. In any such event, CONTRACTOR'S fee and schedule shall be equitably adjusted.

I.23 OWNERSHIP & CONFIDENTIALITY OF GOODS AND SERVICES

CONTRACTOR acknowledges that COUNTY will be sole and exclusive owner of all goods and services produced under this AGREEMENT, including but not limited to tangible items, writing, drawings, plans, images, intellectual property and data compilations of any form whatsoever, shall be the exclusive and sole property of COUNTY and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

Further, CONTRACTOR agrees that all information provided to and by COUNTY pursuant to this AGREEMENT is private, confidential and proprietary and shall be the exclusive and sole property of COUNTY and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

I.24 EXCLUSIVITY OF SERVICES/CONFLICT OF INTEREST

During the course of the performance of this Agreement, CONTRACTOR agrees that it will not provide any services, goods and or any other consultation of any kind to any other entity working on this Project, at any time, including but not limited to the Architects, Engineers, and Builders.

I.25 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR certifies that they do not and will not during the performance of this Agreement employ illegal alien workers, including subcontractors or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I.26 OFFICIAL NOT TO BENEFIT

CONTRACTOR certifies that to the best of his knowledge no COUNTY official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit relating to this AGREEMENT. If such a benefit has been received or will be received, this fact shall be immediately disclosed to COUNTY Project Manager. Failure to disclose the information prescribed above may result in rescission of this AGREEMENT, or affect payment pursuant to the terms of the AGREEMENT.

Whenever there is reason to believe that a benefit of the sort described in the paragraph above has been or will be received in connection with this AGREEMENT that CONTRACTOR has failed to immediately disclose, or has inadequately disclosed it, COUNTY as a prerequisite to payment pursuant to CONTRACTOR, or at any time may require CONTRACTOR to furnish, under oath, answers to any interrogatories related to such possible benefit.

I.27 NON-APPROPRIATION

COUNTY shall be bound, hereunder, only to the extent that such funds shall have been appropriated and budgeted and are otherwise available for the purpose of this Agreement. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment due under this Agreement, then COUNTY shall immediately notify CONTRACTOR, in writing, of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to COUNTY of any kind whatsoever.

I.28 NO AGENCY RELATIONSHIP

CONTRACTOR is not the agent, subagent or representative of COUNTY; and this AGREEMENT shall not make COUNTY liable to any person, firm, corporation or other who contracts with or provides goods or services to CONTRACTOR in connection with the services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against CONTRACTOR and any other person, firm, corporation or other supplying any work, labor, services, goods or materials to CONTRACTOR as a result of its services to COUNTY hereunder or otherwise.

I.29 CERTIFICATION OF AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

If your authority to transact business is revoked or cancelled at any time during the term of this Agreement the AUTHORITY may void any and all agreements and/or contracts at any time without notice, set-off or recourse.

I certify that _____ is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code: **Yes**

CONTRACTOR'S identification number issued by the SCC: _____

I.30 AGREEMENT MODIFICATION

Pursuant to Virginia law, including Virginia Code Section 2.2-4309, this Agreement may be modified during performance for all purposes allowed by law, as agreed by all parties; however, any modification of this Agreement shall be in writing and shall be signed by authorized representatives of the Parties.

**EXHIBIT 2
CERTIFICATE OF INSURANCE
(Attach Following This Page)**

EXHIBIT 3
REQUEST FOR PROPOSAL #2024-0212
(Attach Following This Page)

EXHIBIT 4
'S PROPOSAL DATED _____
(Attach Following This Page)

EXHIBIT 5
SCOPE OF WORK/COST PROPOSAL/HOURLY RATE SCHEDULE
DATED _____
(Attach Following This Page)