

**JAMES CITY COUNTY**

**Issues this**

**REQUEST FOR PROPOSALS No. 19-13588**

**for**

**Comprehensive Plan Consultant Services**



**THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST  
FAITH-BASED ORGANIZATIONS**

**February, 2019**



James City County Purchasing Office  
101-F Mounts Bay Road, Suite 300  
PO Box 8784  
Williamsburg, VA 23187-8784  
Phone: (757) 253-6644/6646  
Fax: (757) 253-6753

[Kitty.Hall@jamescitycountyva.gov](mailto:Kitty.Hall@jamescitycountyva.gov)  
<https://jamescitycountyva.gov/467/Bids-Requests-For-Proposals>

**JAMES CITY COUNTY, VIRGINIA  
SEALED REQUEST FOR PROPOSALS  
19-13588**

---

**Title:** Comprehensive Plan Consultant Services  
**Issue Date:** February 28, 2019  
**Due Date:** March 29, 2019, 2PM, local time at the Purchasing Office  
**Submit:** Original and six (6) copies, Return this signed Cover Sheet  
**Inquiries:** Kitty Hall, VCO, Purchasing Director, (757) 253-6644  
Kitty.Hall@jamescitycountyva.gov

Questions must be submitted in writing via email: [kitty.hall@jamescitycountyva.gov](mailto:kitty.hall@jamescitycountyva.gov), not later than 2:00pm, March 13, 2019.

**This public body does not discriminate against faith-based organizations.**

---

In compliance with this Request for Proposals and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this proposal and is authorized to contract on behalf of the firm named below. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION YES ( ) NO ( )

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.2 et seq.) is set forth below. (Additional sheet may be added if necessary.)

---

---

---

---

Offerors should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary. If Proprietary information is stated, Offerors shall submit One (1) Original and One (1) Redacted copy (removing any proprietary data or material.** Clearly identify on the Cover Sheet the “Original” and “Redacted” copy, as “Redacted Copy of Original Proposal” RFP# 19-13588

Company Name: \_\_\_\_\_

Contractor License# \_\_\_\_\_ Type: \_\_\_\_\_

\*State Corporation Commission ID # \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

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

Federal Tax ID: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Acknowledgement of Addendums: #1 \_\_\_\_\_ #2 \_\_\_\_\_

**\*State Corporation Commission Requirement per the Virginia Public Procurement Act, VPPA:**

**§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.** -- A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock 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.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A 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 or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**\*Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:**

is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**  is not a corporation, limited liability company, limited partnership, registered  
limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**NON COLLUSION AFFIDAVIT**

James City County, Virginia project: RFP 19-13588

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

COMMONWEALTH OF VIRGINIA  
(City/County)

This day personally appeared before the undersigned, a Notary Public in and for the City/County and State aforesaid,

who having been first duly sworn according to law, did depose and aver as follows:

(a) That he/she is \_\_\_\_\_  
(Owner, Partner, President, etc.)

of

\_\_\_\_\_  
*(insert name of Bidder)*

(b) That he/she is personally familiar with the bid \_\_\_\_\_  
submitted in connection with the above captioned Owner's project.

(c) That said Bid was formulated and submitted in good faith as the true Bid of said Bidder.

1. In preparation and submission of this Bid, the Bidder did not either directly or indirectly, enter into any combination or agreement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman act (15 U.S.C. Section 1) or sections 59.1-9.1 through 59.1-9.17 or sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.
2. The undersigned Bidder hereby certifies that neither this Bid nor any claim resulting therefrom, is the result of, or affected by, any act of collusion with, or any act of another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for or employed by the Owner has any personal interest in this Bid.
3. The undersigned hereby further agrees that upon request of the Owner, the records and books pertaining to this Bid shall be voluntarily supplied, furnished, and released to the Owner.
4. The undersigned hereby further certifies that the Bidder has not knowingly falsified, concealed, misled, or covered up by any trick, scheme, or device a material fact in connection with this bid. The undersigned also certifies that the Bidder has not made any false, fictitious or fraudulent statements or representations or made or used any false writing or documents knowing the same to contain any false, fictitious or fraudulent statement or entry in connection with this Bid.



5. The undersigned further agrees that the Bidder shall comply with section 2.2-4374 of the Code of Virginia, 1950, as amended, and has not bought or purchased any equipment from any person employed by the Owner as an independent contractor to furnish architectural or engineering services for this Project, nor from any partnership, association or corporation in which such architect or engineer has a pecuniary interest.
6. The undersigned further agrees to require all subcontractors, consultants, sub-consultants, or any other persons, corporations, or legal entities providing or furnishing labor, material, equipment or work related to this project to execute this anti-collusion statement as a condition of payment. This paragraph is expressly limited to those in a direct contractual relationship with the undersigned of over \$10,000 except those persons whose only direct contractual agreement with the undersigned is an employment contract.
7. All Covenants and Agreements made by the Contractor are made by it on behalf of the Contractor and its successors, personal representatives and assigns, the same as if they had been specifically named in each instance.

And further this deponent saith not.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires: 20\_\_

---

Notary Public

## **CERTIFICATION REGARDING DEBARMENT**

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation

\_\_\_\_\_  
Date



## CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Section 40.1-11.1 of the \_\_\_\_\_ City/County Code requires that any person or entity doing business with the City/County of \_\_\_\_\_, including its boards and commissions, shall include a sworn certification by the Contractor of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City/County of \_\_\_\_\_ or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

***Type or print legibly when completing this form.***

Legal Name of Contractor: (Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)

Type of Business Entity:

Sole proprietorship (Provide full name and address of owner):

Limited Partnership (Provide full name and address of all partners):

General Partnership (Provide full name and address of all partners):

Limited Liability Company (Provide full name and address of all managing members):

Corporation (Provide full name and address of all officers):

Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address):



Number of Employees:

**Are all Employees Who Work in the United States Eligible for Employment in the United States?**

Under penalties of perjury, I declare on behalf of the Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the Contractor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this \_\_\_\_ day of \_\_\_\_\_, 201\_ on behalf of \_\_\_\_\_ as evidenced by the following signature and seal:

Name of Contractor: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

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

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

COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration No.: \_\_\_\_\_

**RETURN SIGNED COVER SHEET (ALL PAGES) WITH PROPOSAL**

---

---

**JAMES CITY COUNTY**  
**REQUEST FOR PROPOSALS**  
**#19-13588**  
**Comprehensive Plan Consultant Services**

**I. Purpose:**

James City County, Virginia (“the County”) is requesting proposals from qualified, interested parties to guide an update to the Comprehensive Plan for the County. Consultants are invited to submit a proposal which includes an outline of their experience and qualifications in performing work directly related to the services that are selected by the offeror.

Since 1980, every Virginia locality has been required by State law to have a Comprehensive Plan. The purpose of the Comprehensive Plan is to guide growth and development over a 20-year or longer time period by providing the long-range vision, goals, and strategies of the community. James City County’s plan serves as a guide to landowners, developers, businesses, citizens and County officials about future land use decisions. By considering the types and locations of development and services needed or desired for a 20-year or longer time period, decision makers are better able to evaluate individual proposals in the context of long-term goals.

Beginning with its first Comprehensive Plan in 1975, James City County has consistently aimed to provide innovative comprehensive planning for its citizens, with an emphasis on sound growth management. This growth management approach has enabled the County to incorporate new development into the existing character of an area while minimizing the impact on public resources.

James City County is a full service local government located in southeastern Virginia near historic Williamsburg. James City County is a growing, urbanizing community of 144 square miles with a mixture of rural lands, low to medium density residential and low to medium density commercial land uses. The County’s population has grown substantially since its first Comprehensive Plan, increasing from approximately 20,000 in 1975 to 49,000 in 2000 to 75,500 in 2018. Projected population growth (to a population of more than 100,000 by 2040) is expected to increase development pressure within James City County, which raises the question of how James City County will plan for growth the next twenty years and beyond while balancing the community’s desire to stay connected to its rural roots and maintain its community character.

The County is seeking qualified offerors to help answer this question through a staff-led, consultant-supported Comprehensive Plan review process. Using the existing Comprehensive Plan adopted in 2015, *Toward 2035: Leading the Way*, and other adopted County plans as a foundation, the County is interested in offerors who can engage with the community to help the County determine the best options for maintaining or enhancing its natural resources, infrastructure, community character and fiscal health while accommodating anticipated growth. The offeror should have extensive knowledge of growth management principles and strategies, particularly as they are applied in Virginia, as well as comprehensive planning experience working with localities facing significant growth pressure. The offeror should be familiar with place making, community design standards, fiscal and growth modeling, and maintaining and preserving rural areas versus growth areas through a growth management boundary line. It is desirable for the offeror to be familiar with, and have demonstrated experience with, the lexicon of the New Urbanism and various tools such as form-based codes and the SmartCode that are used in building places that people cherish.

Hallmarks of past Comprehensive Plan reviews in James City County have been extensive community engagement. James City County is interested in having this plan completed proactively and transparently with community acceptance. The process should allow for both active and passive involvement ensuring diverse and inclusive community participation. While the details of the planning process are to be determined and negotiated with the chosen consultant, a five-step process to be considered may include:

- 1) Assessing Needs;
- 2) Setting Direction (Vision);
- 3) Focusing Efforts (Goals and Objectives);
- 4) Researching Issues and Formulating Plan; and
- 5) Developing a Plan Implementation Approach.

A Comprehensive Plan is a “living document” and should undergo periodic review and adjustment to reflect progress towards achievement of goals and/or modifications of goals. As a process and eventual working document, the Comprehensive Plan and final documents should accomplish the following:

- Help the County identify what makes James City County unique and special, and how the County can position itself to be prepared for the future while still retaining those qualities;
- Transform the conceptual goals of the visioning process into realistic, action-oriented targets;
- Encourage engagement and spark the interest and excitement of active/passive residents, business & property owners, county officials/ administration and staff, and others in the future potential of the County;
- Provide a process that allows general alignment and focus of the Board of Supervisors, County administration, and staff, in addition to citizens, business interests, community groups, etc. to foster a sense of cohesion as to the County’s direction;
- Articulate the demands and level of service expectations of existing and future public facilities and services and infrastructure (standards, probable needs, priorities, phasing) and what may be needed in the future to maintain exceptional public services given expected growth;
- Recognize economic development potential and ways to diversify the local economy;
- Generate new ideas and discussion about the natural and built environment, sustainability, sense of place, and the County’s overall identity;
- Chart an effective, considered, and innovative course of action for the County’s physical development which is able to capture those elements of the built environment that define the County as a special place and recommend tools and other best practices to preserve those, reinforce them, and build upon them with expected new growth;
- Serve as a major input to the County’s strategic plan, which serves as a way to organize and prioritize County initiatives and resources to achieve specific goals within a specific period of time, e.g., 3 - 5 year timeframe in the short term, and 10 - 20 year timeframe in the long term, with specific performance measures;
- Identify and analyze potential partnerships with other entities (such as public/public, public/private); and
- Build upon the seven adopted goals as found in the County’s Strategic Plan.

Qualified firms interested in providing services should prepare information in compliance with the specifications described in this RFP.

**Anticipated RFP timeline:**

February 2019	Release RFP
March 2019	Receive proposal submissions; evaluate and rank proposals
March-April 2019	Conduct interviews/other with short list firms
April-May 2019	Finalize process and recommend contract award for Board consideration
May-June 2019	Board meeting

**II. Scope of Services**

The scope of services for this RFP are split into two groups. Offerors may choose to submit proposal packages for one or both of the RFP groups.

James City County reserves the right to award contracts to more than one qualified firm, to accept or reject any or all proposals received as a result of this request, to negotiate with a qualified firm or to modify or cancel in part or in its entirety the Request for Proposal, if it is in the best interest of James City County to do so.

The Owner reserves the right, at all times, to perform work in-house or to award large or specialized projects on a separate competitive negotiation basis. The Owner also reserves the right to determine the appropriate firms(s) for a particular project based on each firm’s qualifications, expertise, capabilities, availability, performance record, current workload, location, distance to the project and other pertinent factors.

**Group 1:** The first group of services focuses on engaging the community, establishing a vision and directional framework for the individual chapters of the Comprehensive Plan, and providing support to professional Planning staff on the revisions of the chapters. With regard to community engagement, staff is seeking a firm that will work with staff and a Community Participation Team representing a cross-section of the community to design innovative input opportunities for the general public, appointed bodies and diverse interest groups. The selected firm will design and facilitate public meetings, create interactive tools and introduce concepts to fully capture the citizen needs, vision, goals and desired policy directions for James City County, providing linkages to the seven goals of the County's adopted Strategic Plan. Of particular interest for this plan review is the potential to conduct a visual preference survey and/or educational sessions on more in-depth planning topics as part of the overall community engagement effort.

Using information gathered the community engagement, staff will rely on the selected firm to translate the vision into a directional framework of themes, goals, objectives and targets. Not only will this framework help organize the plan, it may also provide structure for decision-making about the different scenarios the County will contemplate for its future during the plan formulation as referenced in the special studies noted in Group 2 below. The consultant will assist staff in integrating relevant information into the various chapters to advance this vision.

Finally, the consultant may be called upon to assist staff with various elements of formulating the plan. Although County staff will have primary responsibility for development of the individual sections, the consultant may be requested to supplement staff's capabilities, including but not limited to the following ways: statistical analysis; technical data compilation; policy research; benchmarking information; presentations to the Planning Commission, Board of Supervisors or other groups; creation of design standards; and review of property owner applications to change land use map designations.

**Group 2:** The second group of services focuses on the technical aspects and special studies of the Comprehensive Plan. The selected firm will be heavily relied on to develop a Cumulative Impact Model (CIM), a Scenario Planning Tool (SPT) and to substantially update the Fiscal Impact Model (FIM). Group 2 will span two fiscal year budgets. The Cumulative Impact Model will be funded from Fiscal Year 2019 budget and the Fiscal Year 2020 budget will cover the Scenario Planning Tool and the Fiscal Impact Model.

*Cumulative Impact Model:* The Primary Service Area (PSA) is James City County's growth management boundary and tool. It demarcates areas where public water, sewer and high levels of other public services and facilities exist or are expected to exist over the next 20 years. The PSA encourages efficient use and delivery of public facilities and services and serves as a boundary within which most growth is targeted. However, the PSA is not unchangeable and may expand over time to meet growth or other community needs. The Comprehensive Plan includes several strategies recommending the County examine the PSA boundary, specifically in the greater context of the County's resources and the County's/region's overall development potential. The CIM would assess the impact of proposed expansion or contraction of the Primary Service Area on the County's facility and infrastructure needs, community character, environmental integrity and fiscal outlook.

*Scenario Planning Tool:* The County is seeking a tool to evaluate the potential impacts of development patterns on the future infrastructure needs, community character and environmental impacts, and other cumulative impacts to James City County. The SPT would evaluate future land use alternatives for the County and help identify preferred growth patterns. The desire is to be able to use the CIM and SPT tools to assist in the evaluation of land use applications during the Comprehensive Plan review. This tool can be augmented with a fiscal analysis model that translates future development into fiscal impacts on the County, evaluating both the revenue generated by new development, and the cost to serve these areas. It is vital for this tool to integrate with the County's GIS system and perhaps even the County's Business Analytics software in order to take advantage of the extensive data sets.

*Fiscal Impact Model:* James City County currently uses a fiscal impact model to estimate fiscal impacts in rezoning and Special Use Permit cases. The County plans to expand and update this model to reflect current best practices. This update will allow the County to better evaluate land development decisions and provide useful information for developing the annual Capital Improvement Plan. The County is looking to refine the current Fiscal Impact Model with relevant information from the CIM and the SPT.

*Other items:* As needed, James City County may desire assistance with items of a specialized nature. These items may include, but are not limited to the following:

- Review of various open space preservation techniques (Purchase of Development Rights [PDR], Transfer of Development Rights, Agricultural and Forestal Districts, Chesapeake Bay Preservation Act and Conservation Easements) and their applicability, opportunities and constraints in James City County;
- Examination of the Economic Opportunity land use designation/zoning district in accomplishing the goals of the Comprehensive Plan;
- Assessment of land use and utility considerations of Economic Opportunity areas outside of the Primary Service Area; and
- Preparation of small area plans, particularly for Grove and/or the Merrimac Trail/Route 143 corridor and redevelopment in Toano.

The consultant may be requested to make presentations to the Planning Commission, Board of Supervisors or other groups in the development and completion of these tasks.

### **III. Proposal Preparation and Submission**

#### **A. GENERAL INSTRUCTIONS:**

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (5) copies of each proposal must be submitted to the County as a complete sealed proposal. No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. The specific scope of services being bid for shall be indicated within the proposal.
  - d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - e. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- f. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - g. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.
3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

#### **B. SPECIFIC PROPOSAL INSTRUCTIONS:**

Interested parties are invited to respond to this RFP by submitting a proposal to the County. Although the County intended to use a similar methodology as past Comprehensive Plans, proposals should include ideas, information and recommendations that could result in a broadened methodology that captures the more in-depth and complex nature of this Comprehensive Plan review, suggestions for approaching the plan, cost-saving opportunities, and the identification of potential problem areas with this initiative.

Offerors are requested to provide a concise and focused response to this RFP. Proposals are requested in the following format:

- a) Brief company profile (including sub-consultants, if any) and an affirmative statement as to why the firm or team of firms is uniquely qualified to assist the County in this endeavor;
- b) Name of the firm's key contact person, including telephone number, fax number and email address;
- c) Brief description of the company's past experience with local government Comprehensive Plan and/or model development, with references and specific examples of studies, Comprehensive Plans, models, tools, or other related initiatives completed by the company;
- d) The names and qualifications of the specific team members who will be assigned to the project, their role in the project, and a resume listing their individual work experience in this role on similar projects;
- e) Full description of each company's proposed process for involving staff, the Community Participation Team, Planning Commission Working Group, the general public and elected officials;
- f) Specific data sets that would be needed to develop the Comprehensive Plan, tools, and/or models;
- g) Specific deliverables to be provided to the County at identified milestones during the process and as the final product;
- h) Proposed cost, broken down by deliverables and/or milestones;
- i) Time frame required to conduct the research, prepare the deliverables and interface with specified stakeholders and County authorities, commissions and boards, presented in a project timeline; and
- j) Any other information, thoughts, recommendations or limiting factors relevant to the Offeror's submission that will aid the County in its selection of a preferred firm.

#### **IV. Evaluation Criteria (150 Possible Points)**

- 1. Demonstrated relevant expertise, Experience with actual development of Comprehensive Plans, tools, and/or models described in Group 2; Qualifications and Business References. (25 points)
- 2. Specific plan or methodology to be used in developing the Comprehensive Plan and/or models specific to the project, with an understanding that the County's past review Comprehensive Plan processes will serve as a basis for this Comprehensive Plan review and that the County desires to integrate Group 1 and Group 2 services into a cohesive approach. (25 points)

3. Experience in effective public involvement and/or incorporating citizen input with the use of best practices and innovative techniques. (20 points)
4. Demonstrated facilitation skills in successfully working with county/staff, boards and commissions, community organizations, businesses and citizens (20 points)
5. Qualifications of the firm and specific proposed staff for providing creative solutions and technical analysis per the specified project. (20 points)
6. Timeline for completing study within acceptable timeframe. (20 points)
7. Overall quality and completeness of proposal. (10 points)
8. Proposed cost. (10 points)

This solicitation is a sealed Request for Proposals. Proposals shall be evaluated by representatives of the County Administration, Finance and Communications staff. Selection shall be made of the offeror(s) deemed to be most fully qualified and best suited among those submitting proposals, on the basis of the Evaluation Criteria listed above. Negotiations shall be conducted with the selected offeror(s) and an award shall be made to the offeror(s) that has made the best proposal. Should the Owner 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.

References may be contacted at the discretion of the county. Typically, only references of those offerors that receive high rankings are contacted. The County reserves the right to contact entities/firms other than those listed or in addition to those furnished in the offeror's proposal. The offeror shall furnish the county all such information and data as may be requested for this purpose.

#### **VI. PROPRIETARY INFORMATION**

Ownership of all data, materials and documentation originated and prepared for the County pursuant to this RFP shall belong exclusively to the Owners and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be publicly disclosed under the Virginia Freedom of Information Act; however, the offeror shall invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. Offerors should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). Do not mark the whole proposal proprietary. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

#### **VII. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL**

No Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the James City County Purchasing Office, after the date and time established for receipt of proposals. Any contact initiated by an Offeror with any Owner representative or employee, other than the Purchasing Office, concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.

Questions regarding this request for proposal may be directed to Kitty Hall, Purchasing Director at (757) 253-6644, email [Kitty.Hall@jamescitycountvva.gov](mailto:Kitty.Hall@jamescitycountvva.gov). Material questions will be answered in writing with an Addendum. It is the responsibility of all offerors to ensure that they have received all addenda. Addendums are posted on the website and may be viewed/downloaded at: <https://jamescitycountyva.gov/467/Bids-Requests-For-Proposals>

**QUESTIONS MUST BE RECEIVED IN WRITING VIA EMAIL NO LATER THAN 2:00 PM, March 13, 2019.**

## **VIII. CONTRACTUAL AGREEMENT**

The resulting contract from this RFP shall be for the life of this project from contract award through all phases of the project outlined in the Purpose and Background. Termination of the contract shall be as described in the General Terms and Conditions.

The negotiated fee schedule based on the Scope of Services, and terms and conditions contained herein will be incorporated into the James City County Services Contract (Sample provided as attachment C) along with the RFP, any addenda and modifications thereto. Any concerns regarding the Standard Contract shall be addressed within the proposal response.

The offeror shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful offeror of his obligations to provide services, materials, and reports or other services necessary to carry out the provisions of this Request for Proposals and resulting contract and to complete the Scope of Services outlined therein.

## **IX. CONTRACT FEES**

Total fees shall include all expenses for performing the necessary work, including professional charges and reimbursable expenses.

Reimbursable expenses means the actual expenses incurred directly or indirectly in connection with the work performed for: transportation and subsistence incidental thereto; toll telephone calls; reproduction of reports, drawings, and specifications; computer time, including an appropriate charge for previously established programs.

The Owner shall reimburse the Contractor and subcontractors for reasonable travel expenses at the current County rates. Airfare shall be for exact charges for round trip Coach Class airfare from the nearest airport to Richmond, Newport News, or Norfolk, Virginia. Car rental rates/fees shall be for exact mid-size rental with insurance expenses Incurred for site work. Mileage shall be reimbursed at the current County rates. Markups on sub-consultant fees shall be limited to no higher than 5%.

## **ATTACHMENTS:**

- Attachment A General Terms and Conditions
- Attachment B Special Terms and Conditions
- Attachment C Tentative Comprehensive Plan Update TimeLine
- Attachment D Sample Contract



# JAMES CITY COUNTY

## GENERAL TERMS & CONDITIONS AND INSTRUCTIONS TO BIDDERS

These CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all bidders or offerors and are incorporated by reference in all contracts resulting from any written Request for Quotes, Invitation to Bid or Request for Proposals issued, collectively the (“Request”), to which they are attached. Use of the term “bid” in these General Terms & Conditions and Instructions to Bidders is not intended to be restricted to an Invitation to Bid and shall also affect written Request for Quotes, Invitation to Bid or Request for Proposals. The Purchasing Office is responsible for the purchasing activity of James City County, a political subdivision of the Commonwealth of Virginia, and the James City Service Authority, herein referred to collectively as “James City County” or “County”. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder’s/offeror’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation including the County Purchasing Policy and the County Purchasing Manual, bids/proposals on all solicitations issued by the Purchasing Office will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

**Cooperative Purchasing**--James City County issues this solicitation in accordance with Section 2.2-4304 of the Virginia Public Procurement Act and Chapter 1, Section 5 of the James City County Purchasing Policy, and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions and school divisions.

Bidders/Offerors are advised that all resultant contracts will be extended, with the authorization of the bidder/offeror, to other public bodies, governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. James City County acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the public bodies, jurisdictions and political subdivisions of the availability of the contract.

Each participating public body, jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

James City County shall not be held liable for any costs or damages incurred by another public body or jurisdiction as a result of any award extended to that public body, jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the lowest responsive and responsible offeror during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members.

City of Chesapeake	Newport News Public Schools
City of Hampton	Williamsburg/James City County Public Schools
City of Newport News	York County Public Schools
City of Norfolk	Christopher Newport University
City of Portsmouth	College of William & Mary
City of Virginia Beach	Norfolk State University
City of Williamsburg	Tidewater Community College
County of Gloucester	Jamestown/Yorktown Foundation
County of James City	Southeastern Public Service Authority
County of King William	County of York
Thomas Nelson Community College	Portsmouth Redevelopment & Housing
Newport News Redevelopment & Housing	CAS Norfolk Regional Office
DDS Tidewater Regional Office	
Revised 1/17/19	

1. **AUTHORITY AND COOPERATIVE PURCHASING**-The County Purchasing Director has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by James City County. In the discharge of these responsibilities, the County Purchasing Director may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Director, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of James City for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the County's intent that this solicitation permit competition. It shall be the Bidder's/Offeree's responsibility to advise the Purchasing Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Director must receive such notification not later than five (5) business days after solicitation release date

### CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS –**
  - a. Questions. If any Bidder/Offeree has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeree should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days after solicitation release date. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received more than five (5) business days of the release date of the solicitation.
  - b. Exceptions:
    - i. Information Technology procurements. Exceptions to liability provisions must be stated by the offeror in writing at the beginning of negotiations.
4. **Compliance with Contractual Terms and Financial Responsibility:** Architectural or Engineering services.
  - i. Offerors shall provide relevant financial data demonstrating the firm's capability to successfully perform over the life of the contract.
  - ii. Provide a definitive statement of intent to comply with the contract terms and conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, provide a statement that the firm intends to take exception to the contract terms and conditions. After offerors are ranked for negotiation the County may request firms to note and explain any exceptions. Failure to agree to terms required by law or County purchasing regulations may be grounds for disqualification of the proposal.
  - iii. Acknowledge and describe any proposed deviations from the Scope of Services.
5. **USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Failure to submit a solicitation on the official James City County form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the bid/proposal if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected. James City County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified. The County shall not be responsible for any errors or omissions of the bidder/proposer. The solicitation shall be signed by a representative authorized to legally bind the firm. By signing the solicitation, the bidder/offeree agrees to the terms and conditions of the solicitation and certifies that they have inspected the job site(s) and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the County.

6. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/ PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/ modification.

James City County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeree to ensure their bid/proposal reaches the Purchasing Office by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time stamped by the automatic time stamp machine in the Purchasing Office. Date/time stamps marked after the designated time of receipt will be rejected.
- b. Late bids/proposals/modifications will be returned to the Bidder/Offeree UNOPENED, if solicitation number, acceptance date and Bidder/Offeree's return address is shown on the container.
- c. If the County closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- d. Vendors may modify their bids prior to the date and time specified for the bid opening. Facsimile modification of bids shall not be accepted unless the solicitation allowed such submission.

### 7. **WITHDRAWAL OF BIDS/PROPOSALS:**

A bidder/offeree for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/offeree received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the County Purchasing Director, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. Bids/proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in a solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a bidder/offeree as a result of the breach or nonperformance of such contract or purchase order.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same bidder/offeree or of another bidder/offeree in which the ownership of the withdrawing bidder/offeree is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeree who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

### 8. **CANCELLATION OF BIDS/PROPOSALS**

If James City County intends to issue another Solicitation within a reasonable time after cancellation of the bid/proposal for the same materials, services or construction, any responses received under the canceled solicitation shall be retained in the Procurement file,

and James City County shall withhold responses from public inspection, if the Purchasing Director makes a Written Determination that such action is advantageous to James City County. After Award of a Contract under a subsequent solicitation, responses submitted in response to the canceled solicitation shall be open for public inspection.

9. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror of his responsibilities to provide the good or service. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

10. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1**  
**IFB/RFP NUMBER**  
**TITLE**  
**BID/PROPOSAL DUE DATE AND TIME**  
**VENDOR NAME AND COMPLETE MAILING ADDRESS**  
**(RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

11. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance. At the end of the ninety (90) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

12. **PRICING:**

- a. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form.
- c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible bid. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
- d. Bid prices shall be for complete installation ready for the County's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
- e. When an annual contract is not requested by the County, and the bid is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

13. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part if the price, quality, quantity, delivery, necessary

assurances, performance of the contract and other factors deemed important to the solicitation will be affected.

14. **OPENING:** At the time fixed for the opening of responses to a bid, all bids will be opened and the names of the bidders and the amount bid shall be read aloud and made readily available to the public.

If a public opening of a Request for Proposals is held, only the names of the offerors will be read publicly.

15. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidder's List.

16. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

17. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.

18. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred by James City County, the Commonwealth of Virginia, the Federal Government, any local government or government agency/entity/authority from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

19. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by James City County. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that 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.

The Bidder/Offeror certifies that to the best of his knowledge, no employee of the County, nor any member thereof, nor any public agency or official impacted by the solicitation or resulting contract has any pecuniary interest in the business of the Bidder/Offeror, and that no person associated with the Bidder/Offeror has any interest that would conflict in any manner with the performance of the contract resulting from this solicitation.

20. **VENDOR REWARDS/GIFT PROGRAMS:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

21. **PERFORMANCE BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at a time of or prior to execution of the contract.
22. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any County employee, other than the Purchasing Office, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any County representative, other than the Purchasing Office, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
23. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included a list of any business and professional licenses, permits, or fees required by James City County or the Commonwealth of Virginia.
24. **QUALIFICATIONS OF BIDDERS AND SUBCONTRACTORS:** The apparent low Bidder shall submit to the Owner a list of all Subcontractors who will be performing work on the project. An experience statement with shall accompany such list pertinent information as to similar projects and other evidence of experience and qualification for each such Subcontractor, person and organization and documented work history of the subcontractor with the Bidder. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, the Owner may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent low Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. For any Subcontractors, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award, it will be deemed the Owner has no objection.

### SPECIFICATIONS

25. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable James City County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data to enable James City County to determine if the product offered meets the requirements of the solicitation may result the bid being declared non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
26. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
27. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its

appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances., etc., shall be construed as to the minimum requirements of these specifications.

28. **EQUIPMENT STANDARDS.** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in bid. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
29. **ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a bid is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by James City County as to the total amount that may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of bid.

### AWARD

30. **AWARD OR REJECTION OF BIDS:** The Purchasing Director shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Director reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of James City County. The Purchasing Director reserves the right to negotiate with the lowest responsive, responsible bidder should bids exceed available funds. The Purchasing Director shall reject the bid if the bidder is deemed to be a non-responsive or non-responsive bidder.
31. **PUBLIC INSPECTION OF CERTAIN RECORDS:** Shall be per the Virginia Public Procurement Act (VPPA) 2.2-4342
32. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** James City County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to James City County all such information and data for this purpose as may be requested. James City County reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. James City County further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy James City County that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
33. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Code of Virginia § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

42. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors, in addition to price (as they apply), shall be a consideration in the award decision:

- a. The quality of performance/workmanship of previous contracts, services or products, or references which attest to other specific experiences;
- b. The timely completion of previous contracts or services or the timely delivery of past orders; or references which attest to other specific experiences;
- c. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services;
- d. The County reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the County in determining bidder's capabilities of successfully administering to this contract;
- e. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts;
- f. The resale value, life cycle costing, and value analysis of a product;
- g. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required;
- h. Delivery of a product and timely completion of a project as stated by vendor in bid;
- i. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County;
- j. Product or parts inventory capability as it relates to a particular bid; and
- k. Results of product testing.

#### CONTRACT PROVISIONS

35. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court or General District Court of James City County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
36. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this contract, vendor certifies that it does not and will not during the performance of this contract knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the federal Immigration Reform and Control Act of 1986, as amended.
37. **OBLIGATIONS OF COUNTY AND CONTRACTOR:** County: The County shall furnish to the contractor all available information as listed in the solicitation that may be useful for the contract work. The County shall assist the contractor in obtaining access to enter upon public and private property as required to perform the contract work. The County shall designate a representative who shall serve as the principal contact and give direction to the contractor throughout the duration of the contract. Contractor: The contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors, required to perform and complete the Scope of Work.
38. **CONFIDENTIALITY AND OWNERSHIP OF DATA:** Any reports, information, intellectual property, data, drawings, specifications, estimates and summaries given to or prepared or assembled by the contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the contractor without prior written approval of the County. All of these items shall

become the property of the County upon payment of fees as required by the contract.

39. **REPORTS OF WORK:** The County and the contractor shall schedule progress meetings at appropriate intervals throughout the duration of the contract. These meetings shall provide for the exchange of information related to the status of the Scope of Work, anticipated progress and any problems that have occurred.
40. **ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to James City County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and James City County, relating to the particular goods or services purchased or acquired by James City County under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Director and/or investigation for Anti-Trust violations.
41. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter. For construction projects, the County may retain five percent (5%) of the total amount of each partial progress payment to assure faithful performance of the contract by the contractor. The County will release all retainage upon final payment.
  - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
42. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
  - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from James City County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify James City County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.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 James City County, except for amounts withheld as stated in b 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 James City County.
43. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Director.
44. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, James City 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 another remedies which James City County may have.

45. **AVAILABILITY OF FUNDS:** It is understood and agreed between the contractor and the County herein that the County shall be bound hereunder only to the extent of the funds available or which hereafter become available for the purpose of the contract.
46. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to James City 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 Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and the Code of Virginia § 2.2-4311, as amended. 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 shall be subject to audit by the public body. (Code of Virginia § 2.2-4343.1.E).

In every contract over \$10,000 the provisions in a and b below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
- 1) 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.
  - 2) 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.
  - 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.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

47. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitations or award of this contract because of race, religion, color, sex, national origin, age or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, James City County shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, service, or disbursements from an alternative provider.
48. **INVOICES:** 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 IFB/RFP number and/or purchase order number.

49. **PRECEDENCE OF TERMS:** In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
50. **CHANGES TO THE CONTRACT:** There shall be no extra work allowed on the contract without prior written authorization in the form of a change order signed by the Purchasing Director or the County Administrator. No officer, agent or employee of the County is authorized to give verbal instructions to increase the Scope of Work and the contractor shall not use verbal instructions as the basis for additional costs. Changes can be made to the contract in any of the following ways by the issuance of a Change Order:
- a. The parties may agree 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.
  - b. James City County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, 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 the County a credit for any savings. Said compensation shall be determined by one of the following methods:
    - 1) By mutual agreement between the parties in writing; or
    - 2) 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 the County's right to audit the Contractor's records and/or determine the correct number of units independently; or
    - 3) By ordering the Contractor to proceed with the work and 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 the County with all vouchers and records of expenses incurred and savings realized. The 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 the Purchasing Office within thirty (30) days from the date of receipt of the written order from the Purchasing Office. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of the contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.
  - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater, without the advanced written approval of the Board of Supervisors.

51. **AUTHORIZATION TO TRANSACT BUSINESS, STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE) AND COUNTY BUSINESS LICENSE:** A contractor organized as a stock or nonstock 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.

Pursuant to competitive sealed bidding or competitive negotiation, all bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 are required to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Attention is directed to Chapter 11, title 54.1 of the Code of Virginia (Re: State registration of contractors), which requires that all bidders must show evidence of the proper license under the provision of this chapter before such bid is considered.

All firms doing business in James City County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in James City County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Business License Inspector, telephone (757) 253-6698.

52. **PROPRIETARY INFORMATION:** Section 2.2-4342F of the Code of Virginia states: "Trade secrets of proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary." Declaring an entire bid or proposal response as proprietary is unacceptable.

53. **INDEMNIFICATION:** The Contractor hereby binds himself and his successors to indemnify, defend, and save harmless James City County, its officers, agents or employees, from all suits and actions of every name and description brought against it or them, and all costs or damages to which it or they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor or his agents in the performance of the contract; and that the whole or so much of the moneys due to the contractor under and by virtue of this Contract, as such or may be considered necessary by the County, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the County. The said Contractor further agrees to indemnify and save harmless James City County against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against it by reason of any injury sustained by any of the Contractor's employees in and about the said work, under and pursuant to the provisions of the Workman's Compensation Law or any amendments thereto, and the Contractor shall produce certificates or other satisfactory evidence of ample protection against such liability.

54. **NOTICE OF REQUIRED DISABILITY LEGISLATION:** The County government is required to comply with State and Federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) of 1990 Title II and the Virginia with Disabilities Act of 1990. Specifically, the County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II or the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities

Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

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

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

56. **Non-Responsive Performance:**  
Delivery Delays: James City County reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract. Unacceptable Deliveries (Rejections): Upon notification by James City County that goods and/or service deliverables provided by the Successful Bidder under this contract are damaged and/or not of the quality specified by James City County, such goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by James City County. Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of James City County within ten (10) days of notification. Rejected goods and/or service deliverables not removed from James City County premises within ten (10) days will be regarded as abandoned, shall become the property of James City County, and James City County shall have the right to dispose of such items. James City County Purchase From Alternate Sources: James City County reserves the right to authorize immediate purchase from other sources against delayed deliveries and/or rejections. The Successful Bidder shall reimburse James City County promptly for excess costs incurred by James City County for such purchases. Any such purchases will be deducted from the contract amount. In the event James City County cost of obtaining goods and/or service deliverables from other sources be less, Successful Bidder shall have no claim to the difference.  
Liability: Successful Bidder shall be liable to James City County for all costs incurred by James City County as a result of Successful Bidder's failure to perform in accordance with the contract. Successful Bidder's liability shall include, but not be limited to: Damages and other delay costs, to include costs to procure goods/services from alternate suppliers. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Bidder and/or rejections of Successful Bidder's goods and/or service deliverables. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by James City County due to non-responsive performance of Successful Bidder.

57. **BREACH OF CONTRACT:** Successful Bidder shall be deemed in breach of this contract if the Successful Bidder: Fails to comply with any terms of this contract; Fails to cure such noncompliance within five (5) calendar days from the date of the Owner written notice or such other time frame, greater than five (5) calendar days, specified by the JCC Contract Administrator in the notice; Successful Bidder fails to submit a written response to the Owner notification of noncompliance within five (5) calendar days after the

date of the Owner notice. All notices under this contract shall be submitted, by email followed up with hard copy by certified mail, return-receipt requested, to the respective contract administrator. Successful Bidder shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Bidder and its sub-contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Owner in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

58. **TERMINATION:** Subject to the provisions below, the County upon thirty (30) days advance, written notice to the other party may terminate the contract. Upon receipt of a notice of termination, the contractor shall cease all work underway on behalf of the County unless advised by the County to do otherwise. In the event of termination, Contractor shall be compensated only for the services as set forth in the contract provided to the satisfaction of the County and expenses incurred as of the date of termination. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the County, without the required thirty (30) days advance notice, then the County shall be responsible for payment of services up to the termination date.

b. Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default paragraph of these General Conditions, the County may hold the contractor responsible for any resulting additional purchase and administrative costs. Any payment due to the contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the County by reason of the contractor's default. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

59. **CONTRACTOR RESPONSIBILITY FOR COUNTY PROPERTY:** The Contractor shall be responsible for damages to County property caused by work performed by itself or its subcontractors. The Contractor shall be responsible for maintaining the area surrounding and adjoining the work site in their current condition. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor shall be replaced or remedied by the Contractor, to the satisfaction of the County, at the Contractor's expense.

60. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save James City County, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

61. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately," and "as soon as possible." As time will be of the essence for any orders places as a result of this bid, the County reserves the right to cancel such

orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.

62. **INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of James City County or James City Service Authority; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the County shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the County for its employees.

63. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Director. In the event that the contractor desires to subcontract some part of the work, the contractor shall furnish the Purchasing Director the names, qualifications and experience of the proposed subcontractors. The contractor shall remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.

64. **HOLIDAYS:** The Contractor shall receive approval of the County, in advance, of any work to be performed on Holidays. James City Service Authority/James City County observes the following Holidays:

New Year's Day	1 <sup>st</sup> day of January
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> day in July
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	11 <sup>th</sup> day in November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	24 <sup>th</sup> day in December
Christmas Day	25 <sup>th</sup> day of December

#### DELIVERY PROVISION

65. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of **8:00 a.m. – 3:00 p.m.** Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

66. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, and a physical inspection is made and material is requested or rejected, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.



67. **TESTING AND INSPECTIONS:** James City County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

68. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Office when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts.

69. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

70. **REPLACEMENT:** the Contractor at no cost to the County shall replace Materials or components that have been rejected by the Purchasing Office, in accordance with the terms of the contract.

71. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- a. Purchase Order Number/Contract Number
- b. Name of Article and Stock Number,
- c. Quantity Ordered,
- d. Quantity Shipped,
- e. Quantity Back Ordered,
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

72. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the County and if not used in testing or destroyed, will, upon request, be returned at the bidder's expense.

#### **BIDDER/CONTRACTOR REMEDIES**

73. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/ Offeror who desires to protest the award or decision to award a contract, by James City County shall submit such protest in writing to the County no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Director shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this

paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.

#### **74. DISPUTES:**

Claims. Written notice of the Contractor to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such claims, whether for money or other relief, shall be submitted in writing to the County's Purchasing Director no later than sixty (60) days after final payment. The Purchasing Director shall give written notification of the final decision on such claim to the Contractor within thirty (30) days of the date the claim was received. The Contractor may not institute legal action before receiving the Purchasing Director's final written decision, unless the Purchasing Director fails to render such decision within the specified time. Pendency of claims shall not delay payment of amounts agreed due in the final payment. (Code of Virginia, § 2.2-4363).

Claims Relief. Under certain circumstances beyond the control of the Contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the Contractor or its agent, the Purchasing Director may extend the time limit for performance required by this Contract. Any such extension must be issued in writing and signed by the Purchasing Director.

## **ATTACHMENT B - SPECIAL TERMS AND CONDITIONS**

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to James City County will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **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 the Commonwealth of Virginia, whichever is sooner. The County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **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 may hereafter become available for the purpose of this agreement.
4. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows: James City County Purchasing, 101F Mounts Bay Road, P. O. Box 8784, Williamsburg, VA 23187. Reference the opening date and hour and RFP Number in the lower left corner of the envelope or package. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to James City County Purchasing at 101F Mounts Bay Road, Williamsburg, Va. 23185.
5. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of the County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind the County, or to otherwise act on behalf of County may expressly authorize in writing.
6. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal received in response to this solicitation shall be valid for (90) days. At the end of the (90) 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 cancelled.

## Attachment C – Tentative Comprehensive Plan Update Timeline

		Public Engagement	Staff/Main Consultant	CI Analysis-PSA (FY 19)	Scenario Planning (FY 20)	Fiscal Model (FY 20)
Fall	2018	Scoping (Survey)	Scoping	Scoping		
Winter	2019	Contract for survey / Develop instrument	RFP – advertise	RFP – advertise	Literature review	Literature review
Spring	2019	Administer survey  Recruit CPT	RFP - select	RFP – select	Scoping	Scoping
Summer	2019	Start CPT  Release survey results	Kickoff & prelim work on public engagement strategy, assessments, and vision	Kickoff - Define and collect inputs for model	RFP-ad/select	RFP – ad/select
Fall	2019	CPT plans and runs 1 <sup>st</sup> wave	1 <sup>st</sup> wave of meetings – vision and metrics	Test model for current PSA and impacts	Kickoff – decide inputs for applications  Ad/collect land use applications	Kickoff – evaluate current model
Winter	2020	CPT reports 1 <sup>st</sup> wave and plans 2 <sup>nd</sup> wave	Establish vision and metrics for sections	Calculate current impacts  Test model for future PSA scenarios	Analyze current scenario  Close land use application period	Refine model
Spring	2020	CPT runs 2 <sup>nd</sup> wave meetings  Educate PCWG on topics	2 <sup>nd</sup> wave of meetings (cover hot topics and preview land use apps)	PCWG buy-in of costs of existing PSA and major alternatives to run  Run costs for land use apps	Educate/discuss current scenario with PCWG  Internally analyze land use apps	Use model
Summer	2020	Open meetings/ web opportunities	Review sections w/PCWG (current conditions, policies, alternatives)	Discuss land use apps and alternative scenarios  Analyze alternative scenarios	Discuss land use apps and alternative scenarios  Analyze alternative scenarios	Use model
Fall	2020	Open meetings/ web opportunities	Review sections w/PCWG	Discuss alternative scenarios  Decide land use apps	Discuss alternative scenarios  Decide land use apps	Use model
Winter	2021	Possible final wave	Tweak sections	Tweak sections and finalize for any future use of model	Tweak sections and finalize for any future use of model	Finalize model for future use
Spring- Summer	2021	Review/approve draft	Review/approve draft	Review/approve draft	Review/approve draft	Review/approve draft

CONTRACT  
FOR  
JAMES CITY COUNTY  
REQUEST FOR PROPOSALS  
XX-XXXX  
TITLE OF PROJECT

THIS CONTRACT ENTERED INTO THIS \_\_\_ day of October, 2011, by and between the COUNTY OF JAMES CITY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”), and VENDOR NAME., (the “Contractor”).

WITNESSETH

WHEREAS, the County is undertaking certain activities requiring contractor services hereinafter referred to as the “Project”; and

WHEREAS, the County desires to engage the Contractor to SERVICE/GOOD TO BE PROVIDED as set forth in the Contract Documents (defined herein) between the Contractor and the County.

NOW, THEREFORE, the County and the Contractor, in consideration of the foregoing by their mutual covenants set forth herein and for the consideration hereinafter set forth agree as follows:

**I. SCOPE OF SERVICES**

1. The Contractor shall perform all necessary services in connection with the administration and management of DESCRIPTION as required by the County. The Contractor shall provide the full scope of services as set forth in the Contract Documents and shall do so in a satisfactory and proper manner under the direction of the County Administrator or his designated representative.

2. The work to be performed pursuant to this Contract shall be limited to those items set forth in the Contract Documents. The Contract Documents consist of:

- a. the Request for Proposal dated DATE, including all related addenda (the “RFP”); and
- b. the Contractor's sealed proposal in its entirety, dated DATE (the “Contractor's Proposal”).

Both the RFP and the Contractor's Proposal are made a part this Contract as if the same were fully set forth.

**II. TIME OF PERFORMANCE**

The services of the Contractor are to commence no later than DATE and shall continue through DATE. These services may be renewed or terminated as set forth in RFP Section II, Period of Contract.

**III. COMPENSATION AND METHOD OF PAYMENT**

1. The fee schedule for cost of services will be applied under this Contract as set forth in the Contractor's Proposal (any any addenda).

2. Payments are subject to receipt of an invoice from the Contractor and shall be adequately supported by detailed summary documentation. All requisitions and supporting documents shall be acceptable to the County before payment is made.

**IV. AMENDMENTS**

This Contract may be amended from time to time upon written agreement by the County and the Contractor and shall be subject to renegotiation if such amendment results in a change in the scope of services, compensation, or method of payment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year above written.

VENDOR NAME

JAMES CITY COUNTY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



James City County Purchasing Office  
101-F Mounts Bay Road, Suite 300  
PO Box 8784  
Williamsburg, VA 23187-8784  
Phone: (757) 253-6644/6646  
Fax: (757) 253-6753

[Kitty.Hall@jamescitycountyva.gov](mailto:Kitty.Hall@jamescitycountyva.gov)  
<http://va-www.jamescitycountv.civicplus.com/467/Bids-Requests-For-Proposals>

**JAMES CITY COUNTY, VIRGINIA  
SEALED REQUEST FOR PROPOSALS  
19-13584**

---

**Title:** Services for Emergency Management Plans, Training and Exercises Updating and Development

**Issue Date:** October 11, 2018

**Due Date:** November 12, 2018, 2pm, local time at the Purchasing Office

**Submit:** One (1) Original and six (6) printed copies

**Inquiries:** Kitty Hall, VCO, (757) 253-6644, [Kitty.Hall@jamescitycountyva.gov](mailto:Kitty.Hall@jamescitycountyva.gov)

**Questions must be submitted in writing via email:**  
[kitty.hall@jamescitycountyva.gov](mailto:kitty.hall@jamescitycountyva.gov) Attn: Kitty- no later than 2:00pm, October 24, 2018.

---

**This public body does not discriminate against faith-based organizations.**

---

In compliance with this Request for Proposals and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this proposal and is authorized to contract on behalf of the firm named below. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION YES ( ) NO ( )

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.2 et seq.) is set forth below. (Additional sheet may be added if necessary.)

---

---

---

Offerors should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary. If Proprietary information is stated, Offerors shall submit One (1) Original and One (1) Redacted copy (removing any proprietary data or material.** Clearly identify on the Cover Sheet the “Original” and “Redacted” copy, as “Redacted Copy of Original Proposal” RFP# 19-13854, Services for Emergency Management Plans, Training and Exercise Updating and Development

Company Name: \_\_\_\_\_

Contractor License# \_\_\_\_\_ Type: \_\_\_\_\_

\*State Corporation Commission ID # \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

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

Federal Tax ID: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Acknowledgement of Addendums: #1 \_\_\_\_\_ #2 \_\_\_\_\_

**\*State Corporation Commission Requirement per the Virginia Public Procurement Act, VPPA:**

**§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.** -- A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock 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.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A 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 or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**\*Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:**

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

**-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**SUBMIT ALL PAGES OF COVER SHEET WITH PROPOSAL**



## **I. COMPETITION INTENDED**

It is James City County's intent that this Request for Proposals (RFP) allows competition. It shall be the offeror's responsibility to advise the James City County Purchasing Director in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. The Purchasing Director must receive such notification not later than five (5) business days after solicitation release date.

## **II. PURPOSE**

The Division of Emergency Management for James City County is soliciting this request for proposals for qualified consultant/firms to create or update (as applicable) new or existing emergency management plans and to create/deliver training and exercises to test those plans.

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified consultants in the field of emergency management to provide ongoing support to the County for, Emergency Plans, Policies, Procedures, Training, Exercises and associated activities under a Basic Ordering Agreement/Task Order basis in accordance with the terms and conditions of this Request for Proposals.

## **III. DEFINITIONS:**

- A. The term "Owner" used in this solicitation refers to James City County.
- B. The term "Consultant" refers to the person or firm to whom an award is made to perform the work under the contract.
- C. The term "Offeror" means a person or firm who will submit a response to the RFP.

## **IV. PROJECT OVERVIEW**

James City County is soliciting proposals from qualified consultants or firms to conduct planning and exercise work to fulfill the emergency management planning needs of the county. These projects will be funded out of the various funding sources from the Virginia Department of Emergency Management in addition to funds allocated by James City County.

The successful consultant or firm must have extensive experience developing Emergency Operations Plans (EOPs) in compliance with the National Incident Management System (NIMS), FEMA's Comprehensive Planning Guide 101 2.0, FEMA's Comprehensive Planning Guide 201 3<sup>rd</sup> Edition, FEMA Continuity of Operations, Presidential Policy Directive 8, and conducting exercises in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP).

The successful firm or consultant will work closely with the James City County's Division of Emergency Management, as well as any other staff assigned to assist the office. The Division of Emergency Management will provide overall direction and oversight for the planning and exercise process.

The successful firm or consultant will be required to ensure that the plans and exercises developed meet all local, state and federal guidelines. The firm or consultant should demonstrate their ability to meet timelines, and the firm's capacity to respond in a timely and manner to onsite planning services (e.g., required meetings and field work).

James City County will enter into a contract with the consultant or firm who has the ability to best meet the needs as described in this RFP and whose proposal is considered the most advantageous to the County.

**V. STATEMENT OF NEEDS:**

The successful firm or consultant will be required to complete the following work products within a year of the initial request:

- Complete a Point of Distribution, exercise, and training within the first six months.
- Update and create appropriate Emergency Support Functions or Annexes for James City County's Emergency Operations plan, as requested.
- Conduct compliant exercises and trainings as appropriate to support the above mentioned plans and additional plans as needed.
- Create fill-in-the blank templates and checklists to assist agencies in developing plans and procedures to support the County
- Contractor shall provide additional related emergency planning services as requested, on a task order basis. The contractor will be compensated for these additional tasks at a not to exceed price per task.

**VI. SPECIFICATIONS**

- Consultant shall perform services to the highest standards in the professional, planning, exercise and training industry.
- Consultants shall work with County staff to review any current Standard Operating Procedures SOP or department plans that apply to the EOP Annex or Emergency Support Function that is being created or updated. They will conduct interviews and gather information to be used in the new plans. The consultant shall be responsible for all research, clerical and technical assistance and work directly with the County subject matter experts.
- Any plans that are created will be in compliance with the National Incident Management System (NIMS) and Comprehensive Planning Guide 101 2.0, Comprehensive Planning Guide 201 version 3, FEMA Continuity of Operations guide, and US Army Corps Local Distribution Point Planning for Commodities.
- The Consultant's deliverables shall be delivered in a user friendly formats, such as Word 2016
- The Final plans will be provided in both a paper and digital format. The number of copies shall be determined during the period of the contract.
- All exercises will be compliant with 2013 Homeland Security Exercise and Evaluation Program (HSEEP) and the 2015 National Preparedness Goal Second Edition September 2015 Exercise Evaluation Guides, or newer, as updates are released.
- Consultant will create, plan, and conduct a Tabletop, Functional, or Full-Scale Exercise according to HSEEP policy and guidance with guidance from the Office of Emergency Management to meet the needs of testing plans.
- It is preferred that at least one member of the exercise team be a FEMA certified Master Exercise Practitioner.

**VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

**A. GENERAL INSTRUCTIONS:**

1. RFP Response: In order to be considered for selection, submit a complete response to this RFP. Submit one (1) original and six (6) copies of each proposal to the County. No other distribution of the proposal shall be made by the offeror. Proposals received after the prescribed date and time shall not be considered and shall be returned to the offeror.
2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Owner requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Incurred Expenses: James City County is not responsible for any expenses offerors may incur in preparing and submitting proposals called for in this Request for Proposals.

c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. It is the offeror's responsibility to clearly identify and to describe the products and services being offered in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the Owner's evaluation process. The number of pages should be kept to a minimum. Fancy bindings, colored displays, promotional material, etc. are not desired.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Owner. This provides an opportunity for the offeror to clarify or elaborate on the proposal. The County reserves the right to request presentations of any or all proposers prior to selection. The County will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.). This is a fact finding and explanation session only and does not include negotiation. The Owner will schedule the time and location of these presentations. Oral presentations are an option of the Owner and may or may not be conducted.

## **B. SPECIFIC PROPOSAL INSTRUCTIONS:**

Proposals should be as thorough and detailed as possible so that the Owner may properly evaluate your capabilities to provide the required goods/services. Submit the following items as a complete proposal:

### **1. Project Approach and Methodology**

A detailed description of the approach to be taken in addressing the proposed scope of work. The proposal should demonstrate thorough knowledge and understanding of the project and describe in detail how each task described in the scope of work will be accomplished.

## 2. **Prior Related Experience**

A summary of experience with developing FEMA and State approved emergency management plans (EMPs), including specific experience developing Emergency Operations Plan Annexes or Emergency Support Functions for local governments.

## 3. **Experience of Proposed Personnel**

- a) The qualifications of the personnel that will be working on the project and a description of their roles and responsibilities in completing the tasks described in the scope of work.
  - b) A brief, descriptive statement indicating the Contractor's credentials to deliver the services sought under this RFP.
  - c) A brief description of the Contractor's background and organizational history
  - d) Years in business
  - e) Brief statement of how long the Contractor has been performing the services required by this RFP
  - f) Location of offices
  - g) A description of the contractor organization's number of employees
  - h) Form of business (i.e. individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, et cetera)
  - i) An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP
  - j) A narrative description of the proposed project team, its members, and organizational structure
  - k) A personnel roster and resumes of key people who shall be assigned by the Contractor to perform duties or services under the contract (the resumes shall detail each individual's title, education, current position with the Contractor, and relevant project experience)
  - l) Similar Emergency Operations Plan project summaries as well as summaries for projects showing range of emergency planning, training, exercising, and other such projects.
4. **Proposed Cost:** A detailed price proposal to complete this project
5. **References: Three (3) references for which the firm or consultant has provided similar work, including** current contact information for these references.
6. A project timeline that identifies milestones and key deliverables. The proposal should indicate the goals, objectives and milestones to be completed each reporting period as described in Section V. Statement of Needs of this RFP.
7. Offerors are invited to submit additional information to demonstrate the firm's qualifications and experience in developing/updating planning and exercise work.
8. The successful firm or consultant must demonstrate through their proposal submission proficiency in the following areas:
- a) Extensive experience developing emergency operations plans (samples of previous work may be included in proposal submission or requested by the County).
  - b) Knowledge and skills in facilitating plan development meetings with departmental representatives.
  - c) Knowledge of NIMS compliance requirements.
  - d) Knowledge and abilities in testing emergency operations plans.
  - e) Knowledge of NIMS Resource Typing Definitions.
  - f) Experience in cataloging jurisdictional resources using NIMS Resource Typing definitions.
  - g) Abilities and experience in designing and facilitating exercises using Homeland Security Exercise Evaluation Program (HSEEP) guidance.
  - h) Skills and abilities in developing HSEEP compliant exercise (samples of previous work may be included in proposal submission or requested by the County)

9. Skills and abilities in making modifications to plans and resource definitions based on exercise outcomes.
10. Ability to achieve established goals and objectives and meet deadlines.
11. Abilities to establish and maintain effective working relationships with departmental representative and officials.

**VIII. Evaluation Criteria** –Responses will be evaluated using the following criteria: (TOTAL POSSIBLE POINTS= 100)

**1. Professional Qualifications – 30 points**

The firm or consultant should provide the qualifications of the personnel that will be working on the project. Qualifications will be evaluated by the demonstrated knowledge, skills, abilities and experience of the personnel assigned to this project. Request for Proposals (RFP) Emergency Management Planning and Exercise Work

**2. Cost– 20 points**

This project is being grant funded. The final negotiated project cost cannot exceed the approved grant amount. Offerors are encouraged to provide costs for services as described in the Statement of Needs and Specifications sections and assign proposed costs to each.

**3. Experience with Similar Projects – 30 points**

The firm or consultant should provide detailed information on their experience in developing state approved Emergency Operations Plans (EOPs), and associated management plans as well as information regarding exercises developed by the firm and implemented by previous clients. The firm or consultant must provide at least three references for which they have provided the same or similar services, including current contact information for these references.

**4. Project Understanding and Methodology – 20 points**

The firm or consultant should demonstrate thorough knowledge and understanding of the project to be completed describing in detail how they will accomplish each task described in the statement of needs.

**IX. Contact:**

After the date and time established for receipt of proposals by the County, any contact in regard to the proposal initiated by any Offeror with any county official, other than the Purchasing Office is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any Offeror from further review.

Questions regarding this request for proposal are to be directed to Kitty Hall via email [Kitty.Hall@jamescitycountyva.gov](mailto:Kitty.Hall@jamescitycountyva.gov) **no later than 2:00 pm on October 24, 2018**. All questions that are pertinent to the project will be answered in the form of an addendum posted to the James City County website: <http://va-jamescitycounty.civicplus.com/467/Bids-Requests-For-Proposals>

**X. Oral Presentation:**

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. If deemed desirable to the County, the consultant will be invited to meet with the evaluation committee and a time/location provided for the presentations. Oral presentations are an option of the County and may or may not be conducted.

## **XI. Evaluation:**

Proposals shall be evaluated by representatives of James City County. Selection shall be made of the offeror(s) deemed to be most fully qualified and best suited among those submitting proposals, on the basis of the Evaluation Criteria listed above. Negotiations shall be conducted with the selected offeror(s) and an award shall be made to the offeror(s) that has made the best proposal. Should the Owner 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.

The Owner will have the right to select the most qualified offeror and will then contract based on all factors involved in the proposal and reserves the right to accept or reject any or all proposals and to award a contract in the best interest of the County.

The Notice of Award shall be posted on the bulletin board for public notices in the Purchasing Office, and the James City County Website: <http://va-jamescitycounty.civicplus.com/467/Bids-Requests-For-Proposals>

## **XII. INTERPRETATIONS AND ADDENDA**

No oral explanation in regard to the meaning of the Contract Documents will be made, and no oral instructions will be given before the award of the Work. Discrepancies, omissions or doubts as to the meaning of the Contract Documents shall be communicated in writing to the Owner for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their Proposals. Any interpretation made will be in the form of an addendum to the Contract Documents, which will be posted on the JCC website: <http://va-jamescitycounty.civicplus.com/467/Bids-Requests-For-Proposals>

Each offeror shall acknowledge receipt on the Proposal Cover Sheet.

**XIII. NOTICE OF CONTRACT AWARD:** A Notice of Award will be posted on the County's website: <http://www.jamescitycounty.civicplus.com/467/Bids-Requests-For-Proposals> and on the bulletin board located in the James City County Purchasing Office, 101-F Mounts Bay Road, Williamsburg VA 23185.

**XIV. CONTRACT PERIOD:** The term of this contract is from date of award through June 30, 2019 with the option to renew for four (4) one-year renewals or as negotiated, contingent upon availability and appropriation of funds.

**XV. CONTRACT:** The negotiated fee schedule based on the Specifications, and terms and conditions contained herein shall be incorporated into a standard James City contract, including the RFP, any addenda, the successful offerors proposal and any negotiated modifications. Any concerns regarding the contract process shall be addressed within the proposal response.

The proposer shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful proposer of his obligations to carry out the provisions of this Request for Proposals and to complete the Statement of Needs outlined herein.

## **XVI. INVOICING AND PAYMENT**

The County will authorize payment to the awarded consultant/firm after receipt of invoice for services rendered. All such invoices will be paid promptly by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the Project Manager for review and acceptance for payment.

- a. Offerors shall be paid via ACH. The ACH Form will be supplied to the awarded firm for completion and will return with the contract documents to James City County.

- b. Payment terms will be net 30 days from receipt of approved invoice unless otherwise proposed by an Offeror. Prompt payment discounts offered will be considered.

Upon receipt and verification of undisputed invoice, the County will render payment within thirty (30) days. Please confirm your ability to provide invoices for JCC that are sent to:

Attention: James City County Accounts Payable  
PO Box 8784  
Williamsburg VA 23187-8784 -or-  
Accounts.Payable@jamescitycountyva.gov

Payment terms will be Net 30 days from receipt of approved invoice. Prompt payment discounts offered will be considered.

## **XVII. INSURANCE REQUIREMENTS**

By signing and submitting a proposal under this solicitation, the proposer/offeror certifies that if awarded the contract, will have the insurance coverage's at the time the contract is awarded. If subcontractor is involved, the subcontractor will have workers compensation insurance in accordance with Sections 43-2.2-4332 and 65.2-800 et seq. of the Code of Virginia.

The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### **A. Workers Compensation and Employers Liability**

Coverage A – Statutory

Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement should be attached.

### **B. Commercial General Liability Including Contractual and Completed Operations**

Limit of Liability \$1,000,000 Per Occurrence

### **C. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage**

Limit of Liability \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

### **D. Excess Liability**

Contractors have the option of meeting the insurance requirements of A, B, and C above with a single primary policy or providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in A, B, and C.

### **E. Self Insured Retentions, Deductibles and Aggregate Limits**

All self-insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved

by the James City County Risk Management Manager.

F. "Claims Made" Policies

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same.

1. The Contractor must either:

A. Agree to provide the certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Agreement, or

B. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

2. The Contractor shall file with the Owner, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the Owner, consist of the following:

A. Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. Contractor shall notify Owner immediately if Contractor receives notification of non-renewal or cancellation.

3. James City County shall be endorsed as an Additional Insured on the Commercial General Liability per ISO GG 2010 on a primary basis. The Division's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy. A separate Additional Endorsement Page listing James City County P as an additional insured shall be required. The 'Addl Ins' box must be marked in the Commercial General Liability box.

A. All certificates must comply with the provisions of Section 38.2-518 of the Code of Virginia, 1950, as amended:

Hold Harmless/Indemnification:

The Contractor shall indemnify, defend and hold harmless James City County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County", "Authority" and "Contractor" includes their employees, officials, agents and representatives. "Contractor" also includes subcontractors and suppliers to Contractor. The word "defend" means to provide legal counsel for the School Division or to reimburse the School Division for its attorneys' fees and costs related the claim. This section shall survive the Contract. James City County is prohibited from indemnifying Contractor and/or third parties.

## **XVIII. CONFLICT OF INTEREST**

Offerors shall disclose in its Submission any actual or potential conflicts of interest and existing business relationships it has with the County, its elected or appointed officials or employees. The County may rely on such disclosure.

## **XIX. ATTACHMENTS**

**General Terms and Conditions (Attachment A)**

**Sample Contract (Attachment B)**



## JAMES CITY COUNTY

### GENERAL TERMS & CONDITIONS AND INSTRUCTIONS TO BIDDERS

These CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all bidders or offerors and are incorporated by reference in all contracts resulting from any written Request for Quotes, Invitation to Bid or Request for Proposals issued, collectively the ("Request"), to which they are attached. Use of the term "bid" in these General Terms & Conditions and Instructions to Bidders is not intended to be restricted to an Invitation to Bid and shall also affect written Request for Quotes, Invitation to Bid or Request for Proposals. The Purchasing Office is responsible for the purchasing activity of James City County, a political subdivision of the Commonwealth of Virginia, and the James City Service Authority, herein referred to collectively as "James City County" or "County". Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation including the County Purchasing Policy and the County Purchasing Manual, bids/proposals on all solicitations issued by the Purchasing Office will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

**Cooperative Purchasing**--James City County issues this solicitation in accordance with Section 2.2-4304 of the Virginia Public Procurement Act and Chapter 1, Section 5 of the James City County Purchasing Policy, and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions and school divisions.

Bidders/Offerors are advised that all resultant contracts will be extended, with the authorization of the bidder/offeror, to other public bodies, governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. James City County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the public bodies, jurisdictions and political subdivisions of the availability of the contract.

Each participating public body, jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

James City County shall not be held liable for any costs or damages incurred by another public body or jurisdiction as a result of any award extended to that public body, jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the lowest responsive and responsible offeror during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members.

City of Chesapeake	Newport News Public Schools
City of Hampton	Williamsburg/James City County Public Schools
City of Newport News	York County Public Schools
City of Norfolk	Christopher Newport University
City of Portsmouth	College of William & Mary
City of Virginia Beach	Norfolk State University
City of Williamsburg	Tidewater Community College
County of Gloucester	Jamestown/Yorktown Foundation
County of James City	Southeastern Public Service Authority
County of King William	County of York
Thomas Nelson Community College	Portsmouth Redevelopment & Housing
Newport News Redevelopment & Housing	CAS Norfolk Regional Office
DDS Tidewater Regional Office	

Revised 8/30/16

---

1. **AUTHORITY AND COOPERATIVE PURCHASING**-The County Purchasing Director has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by James City County. In the discharge of these responsibilities, the County Purchasing Director may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Director, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of James City for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the County's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Director must receive such notification not later than five (5) business days after solicitation release date

### CONDITIONS OF BIDDING

#### 3. **CLARIFICATION OF TERMS –**

a. Questions. If any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days after solicitation release date. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received more than five (5) business days of the release date of the solicitation.

b. Exceptions:

1. Information Technology procurements. Exceptions to liability provisions must be stated by the offeror in writing at the beginning of negotiations.

2. Architectural or Engineering services. Exceptions to proposed contractual terms and conditions shall be listed after the qualified offeror has been ranked for negotiations, if such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to Section 2.2-1132 of the Virginia Code, 1950, as amended.

#### 4. **USE OF COUNTY FORM AND TERMS AND CONDITIONS:**

Failure to submit a solicitation on the official James City County form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the bid/proposal if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected. James City County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified. The County shall not be responsible for any errors or omissions of the bidder/proposer. The solicitation shall be signed by a representative authorized to legally bind the firm. By signing the solicitation, the bidder/offeror agrees to the terms and conditions of the solicitation and certifies that they have inspected the job site(s) and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the County.

#### 5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/ PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/ modification.

James City County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Purchasing Office by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time stamped by the automatic time stamp machine in the Purchasing Office. Date/time stamps marked after the designated time of receipt will be rejected.
- b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
- c. If the County closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- d. Vendors may modify their bids prior to the date and time specified for the bid opening. Facsimile modification of bids shall not be accepted unless the solicitation allowed such submission.

#### 6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A bidder/offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the County Purchasing Director, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. Bids/proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in a solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a bidder/offeror as a result of the breach or nonperformance of such contract or purchase order.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS –** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initiated by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror of his responsibilities to provide the good or service. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1**

**IFB/RFP NUMBER**  
**TITLE**  
**BID/PROPOSAL DUE DATE AND TIME**  
**VENDOR NAME AND COMPLETE MAILING ADDRESS**  
**(RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance. At the end of the ninety (90) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

10. **PRICING:**

- a. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form.
- c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible bid. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
- d. Bid prices shall be for complete installation ready for the County's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
- e. When an annual contract is not requested by the County, and the bid is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

11. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected.

12. **OPENING:** At the time fixed for the opening of responses to a bid, all bids will be opened and the names of the bidders and the amount bid shall be read aloud and made readily available to the public.

If a public opening of a Request for Proposals is held, only the names of the offerors will be read publicly.

13. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidder's List.

14. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

15. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.

16. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred by James City County, the Commonwealth of Virginia, the Federal Government, any local government or government agency/entity/authority from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

17. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by James City County. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that 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.

The Bidder/Offeror certifies that to the best of his knowledge, no employee of the County, nor any member thereof, nor any public agency or official impacted by the solicitation or resulting contract has any pecuniary interest in the business of the Bidder/Offeror, and that no person associated with the Bidder/Offeror has any interest that would conflict in any manner with the performance of the contract resulting from this solicitation.

18. **PERFORMANCE BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at a time of or prior to execution of the contract.

19. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any County employee, other than the Purchasing Office, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any County representative, other than the Purchasing Office, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

20. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included a list of any business and professional licenses, permits, or fees required by James City County or the Commonwealth of Virginia.

**SPECIFICATIONS**

21. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts

and technical detail to enable James City County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data to enable James City County to determine if the product offered meets the requirements of the solicitation may result the bid being declared non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

22. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
23. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances., etc., shall be construed as to the minimum requirements of these specifications.

24. **EQUIPMENT STANDARDS.** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in bid. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
25. **ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a bid is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by James City County as to the total amount that may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of bid.

#### AWARD

26. **AWARD OR REJECTION OF BIDS:** The Purchasing Director shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Director reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of James City County. The Purchasing Director reserves the right to negotiate with the lowest responsive, responsible bidder should bids exceed available funds. The Purchasing Director shall reject the bid if the bidder is deemed to be a non-responsive or non-responsive bidder.
27. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** James City County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to James City County all such information and data for this purpose as may be requested. James City County reserves the

right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. James City County further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy James City County that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

28. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Code of Virginia § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.
29. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors, in addition to price (as they apply), shall be a consideration in the award decision:
- The quality of performance/workmanship of previous contracts, services or products, or references which attest to other specific experiences;
  - The timely completion of previous contracts or services or the timely delivery of past orders; or references which attest to other specific experiences;
  - The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services;
  - The County reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the County in determining bidder's capabilities of successfully administering to this contract;
  - The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts;
  - The resale value, life cycle costing, and value analysis of a product;
  - The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required;
  - Delivery of a product and timely completion of a project as stated by vendor in bid;
  - Substantial compliance or noncompliance with specifications set forth in bid as determined by the County;
  - Product or parts inventory capability as it relates to a particular bid; and
  - Results of product testing.

#### CONTRACT PROVISIONS

30. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court or General District Court of James City County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
31. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this contract, vendor certifies that it does not and will not during the performance of this contract knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the federal Immigration Reform and Control Act of 1986, as amended.

32. **OBLIGATIONS OF COUNTY AND CONTRACTOR:** County:

The County shall furnish to the contractor all available information as listed in the solicitation that may be useful for the contract work. The County shall assist the contractor in obtaining access to enter upon public and private property as required to perform the contract work. The County shall designate a representative who shall serve as the principal contact and give direction to the contractor throughout the duration of the contract. Contractor: The contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors, required to perform and complete the Scope of Work.

33. **CONFIDENTIALITY AND OWNERSHIP OF DATA:** Any reports, information, intellectual property, data, drawings, specifications, estimates and summaries given to or prepared or assembled by the contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the contractor without prior written approval of the County. All of these items shall become the property of the County upon payment of fees as required by the contract.

34. **REPORTS OF WORK:** The County and the contractor shall schedule progress meetings at appropriate intervals throughout the duration of the contract. These meetings shall provide for the exchange of information related to the status of the Scope of Work, anticipated progress and any problems that have occurred.

35. **ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to James City County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and James City County, relating to the particular goods or services purchased or acquired by James City County under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Director and/or investigation for Anti-Trust violations.

36. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter. For construction projects, the County may retain five percent (5%) of the total amount of each partial progress payment to assure faithful performance of the contract by the contractor. The County will release all retainage upon final payment.

- a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.

37. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:

- a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from James City County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- b. To notify James City County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

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 James City County, except for amounts withheld as stated in

b 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 James City County.

38. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Director.

39. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, James City 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 another remedies which James City County may have.

40. **AVAILABILITY OF FUNDS:** It is understood and agreed between the contractor and the County herein that the County shall be bound hereunder only to the extent of the funds available or which hereafter become available for the purpose of the contract.

41. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to James City 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 Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and the Code of Virginia § 2.2-4311, as amended. 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 shall be subject to audit by the public body. (Code of Virginia § 2.2-4343.1.E).

In every contract over \$10,000 the provisions in a and b below apply:

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

- 1) 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.
- 2) 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.
- 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.

b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

42. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitations or award of this contract because of race, religion, color, sex, national

origin, age or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, James City County shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, service, or disbursements from an alternative provider.

43. **INVOICES:** 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 IFB/RFP number and/or purchase order number.

44. **PRECEDENCE OF TERMS:** In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.

45. **CHANGES TO THE CONTRACT:** There shall be no extra work allowed on the contract without prior written authorization in the form of a change order signed by the Purchasing Director or the County Administrator. No officer, agent or employee of the County is authorized to give verbal instructions to increase the Scope of Work and the contractor shall not use verbal instructions as the basis for additional costs. Changes can be made to the contract in any of the following ways by the issuance of a Change Order:

a. The parties may agree 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.

b. James City County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, 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 the County a credit for any savings. Said compensation shall be determined by one of the following methods.

- 1) By mutual agreement between the parties in writing; or
- 2) 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 the County's right to audit the Contractor's records and/or determine the correct number of units independently; or
- 3) By ordering the Contractor to proceed with the work and 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 the County with all vouchers and records of expenses incurred and savings realized. The 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 the Purchasing Office within thirty (30) days from the date of receipt of the written order from the Purchasing Office. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of the contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes

ordered by the County or with the performance of the contract generally.

c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater, without the advanced written approval of the Board of Supervisors.

46. **AUTHORIZATION TO TRANSACT BUSINESS, STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE) AND COUNTY BUSINESS LICENSE:** A contractor organized as a stock or nonstock 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.

Pursuant to competitive sealed bidding or competitive negotiation, all bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 are required to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Attention is directed to Chapter 11, title 54.1 of the Code of Virginia (Re: State registration of contractors), which requires that all bidders must show evidence of the proper license under the provision of this chapter before such bid is considered.

All firms doing business in James City County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in James City County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Business License Inspector, telephone (757) 253-6698.

47. **PROPRIETARY INFORMATION:** Section 2.2-4342F of the Code of Virginia states: "Trade secrets of proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary." Declaring an entire bid or proposal response as proprietary is unacceptable.

48. **INDEMNIFICATION:** The Contractor hereby binds himself and his successors to indemnify, defend, and save harmless James City County, its officers, agents or employees, from all suits and actions of every name and description brought against it or them, and all costs or damages to which it or they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor or his agents in the performance of the contract; and that the whole or so much of the moneys due to the contractor under and by virtue of this Contract, as such or may be considered necessary by the County, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the County. The said Contractor further agrees to indemnify and save harmless James City County against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against it by reason of any injury sustained by any of the Contractor's employees in and about the said work, under and pursuant to the provisions of the Workman's Compensation Law or any amendments thereto, and the Contractor shall produce certificates or other satisfactory evidence of ample protection against such liability.

49. **NOTICE OF REQUIRED DISABILITY LEGISLATION:** The County government is required to comply with State and Federal

disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) of 1990 Title II and the Virginia with Disabilities Act of 1990. Specifically, the County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II or the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

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

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

51. **Non-Responsive Performance:**  
Delivery Delays: James City County reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract. Unacceptable Deliveries (Rejections): Upon notification by James City County that goods and/or service deliverables provided by the Successful Bidder under this contract are damaged and/or not of the quality specified by James City County, such goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by James City County. Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of James City County within ten (10) days of notification. Rejected goods and/or service deliverables not removed from James City County premises within ten (10) days will be regarded as abandoned, shall become the property of James City County, and James City County shall have the right to dispose of such items. James City County Purchase From Alternate Sources: James City County reserves the right to authorize immediate purchase from other sources against delayed deliveries and/or rejections. The Successful Bidder shall reimburse James City County promptly for excess costs incurred by James City County for such purchases. Any such purchases will be deducted from the contract amount. In the event James City County cost of obtaining goods and/or service deliverables from other sources be less, Successful Bidder shall have no claim to the difference.  
Liability: Successful Bidder shall be liable to James City County for all costs incurred by James City County as a result of Successful Bidder's failure to perform in accordance with the contract. Successful Bidder's liability shall include, but not be limited to: Damages and other delay costs, to include costs to procure goods/services from alternate suppliers. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by

Successful Bidder and/or rejections of Successful Bidder's goods and/or service deliverables. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by James City County due to non-responsive performance of Successful Bidder.

52. **BREACH OF CONTRACT:** Successful Bidder shall be deemed in breach of this contract if the Successful Bidder: Fails to comply with any terms of this contract; Fails to cure such noncompliance within five (5) calendar days from the date of the Owner written notice or such other time frame, greater than five (5) calendar days, specified by the JCC Contract Administrator in the notice. Successful Bidder fails to submit a written response to the Owner notification of noncompliance within five (5) calendar days after the date of the Owner notice. All notices under this contract shall be submitted, either by fax, email or certified mail, return-receipt requested, to the respective contract administrator. Successful Bidder shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Bidder and its sub-contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Owner in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.
53. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party. Upon receipt of a notice of termination, the contractor shall cease all work underway on behalf of the County unless advised by the County to do otherwise. In the event of termination, Contractor shall be compensated only for the services as set forth in the contract provided to the satisfaction of the County and expenses incurred as of the date of termination. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the County, without the required thirty (30) days advance notice, then the County shall be responsible for payment of services up to the termination date.
- b. Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default paragraph of these General Conditions, the County may hold the contractor responsible for any resulting additional purchase and administrative costs. Any payment due to the contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the County by reason of the contractor's default. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
54. **CONTRACTOR RESPONSIBILITY FOR COUNTY PROPERTY:** The Contractor shall be responsible for damages to County property caused by work performed by itself or its subcontractors. The Contractor shall be responsible for maintaining the area surrounding and adjoining the work site in their current condition. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor shall be replaced or remedied by the Contractor, to the satisfaction of the County, at the Contractor's expense.
55. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or

services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save James City County, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

56. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately," and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the County reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.

57. **INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of James City County or James City Service Authority; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the County shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the County for its employees.

58. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Director. In the event that the contractor desires to subcontract some part of the work, the contractor shall furnish the Purchasing Director the names, qualifications and experience of the proposed subcontractors. The contractor shall remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.

59. **HOLIDAYS:** The Contractor shall receive approval of the County, in advance, of any work to be performed on Holidays. James City Service Authority/James City County observes the following Holidays:

New Year's Day	1 <sup>st</sup> day of January
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> day in July
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	11 <sup>th</sup> day in November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	24 <sup>th</sup> day in December
Christmas Day	25 <sup>th</sup> day of December

**DELIVERY PROVISION**

60. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of **8:00 a.m. – 3:00 p.m.** Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

61. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, and a physical inspection is made and material is requested or rejected, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

62. **TESTING AND INSPECTIONS:** James City County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

63. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Office when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.

64. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

65. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the County.

66. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- a. Purchase Order Number/Contract Number
- b. Name of Article and Stock Number,
- c. Quantity Ordered,
- d. Quantity Shipped,
- e. Quantity Back Ordered,
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

67. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the County and if not used in testing



or destroyed, will, upon request, be returned at the bidder's expense.

### **BIDDER/CONTRACTOR REMEDIES**

68. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/ Offeror who desires to protest the award or decision to award a contract, by James City County shall submit such protest in writing to the County no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Director shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.

69. **DISPUTES:**

Claims. Written notice of the Contractor to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such claims, whether for money or other relief, shall be submitted in writing to the County's Purchasing Director no later than sixty (60) days after final payment. The Purchasing Director shall give written notification of the final decision on such claim to the Contractor within thirty (30) days of the date the claim was received. The Contractor may not institute legal action before receiving the Purchasing Director's final written decision, unless the Purchasing Director fails to render such decision within the specified time. Pendency of claims shall not delay payment of amounts agreed due in the final payment. (Code of Virginia, § 2.2-4363).

Claims Relief. Under certain circumstances beyond the control of the Contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the Contractor or its agent, the Purchasing Director may extend the time limit for performance required by this Contract. Any such extension must be issued in writing and signed by the Purchasing Director.

CONTRACT  
FOR  
JAMES CITY COUNTY  
REQUEST FOR PROPOSALS  
XX-XXXX  
TITLE OF PROJECT

THIS CONTRACT ENTERED INTO THIS \_\_\_ day of October, 2011, by and between the COUNTY OF JAMES CITY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”), and VENDOR NAME., (the “Contractor”).

WITNESSETH

WHEREAS, the County is undertaking certain activities requiring contractor services hereinafter referred to as the “Project”; and

WHEREAS, the County desires to engage the Contractor to SERVICE/GOOD TO BE PROVIDED as set forth in the Contract Documents (defined herein) between the Contractor and the County.

NOW, THEREFORE, the County and the Contractor, in consideration of the foregoing by their mutual covenants set forth herein and for the consideration hereinafter set forth agree as follows:

**I. SCOPE OF SERVICES**

1. The Contractor shall perform all necessary services in connection with the administration and management of DESCRIPTION as required by the County. The Contractor shall provide the full scope of services as set forth in the Contract Documents and shall do so in a satisfactory and proper manner under the direction of the County Administrator or his designated representative.

2. The work to be performed pursuant to this Contract shall be limited to those items set forth in the Contract Documents. The Contract Documents consist of:

- a. the Request for Proposal dated DATE, including all related addenda (the “RFP”); and
- b. the Contractor's sealed proposal in its entirety, dated DATE (the “Contractor’s Proposal”).

Both the RFP and the Contractor’s Proposal are made a part this Contract as if the same were fully set forth.

**II. TIME OF PERFORMANCE**

The services of the Contractor are to commence no later than DATE and shall continue through DATE. These services may be renewed or terminated as set forth in RFP Section II, Period of Contract.

**III. COMPENSATION AND METHOD OF PAYMENT**

1. The fee schedule for cost of services will be applied under this Contract as set forth in the Contractor’s Proposal (any any addenda)

2. Payments are subject to receipt of an invoice from the Contractor and shall be adequately supported by detailed summary documentation. All requisitions and supporting documents shall be acceptable to the County before payment is made.

**IV. AMENDMENTS**

This Contract may be amended from time to time upon written agreement by the County and the Contractor and shall be subject to renegotiation if such amendment results in a change in the scope of services, compensation, or method of payment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year above written.

VENDOR NAME

JAMES CITY COUNTY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_