

King William County, Virginia  
Architectural and Engineering Services for King William Library

Request for Proposal # 23-002

Issue Date: March 10, 2023

**Issuing Department:** King William County

Finance Department

180 Horse Landing Road

King William, VA 23086

**Location Where Services Will Be Provided:** King William County Public Library

103 Shelton Place

Aylett, VA 23009

**Period of Contract:** From award of contract through completion of services

Sealed proposals will be received by the issuing department prior to 3:00 PM, April 14, 2023.

All inquiries for information should be directed to: Julie Mills, Deputy Direct of Finance, 804-769-4935 or [jmills@kingwilliamcounty.us](mailto:jmills@kingwilliamcounty.us) and must be received no later March 24, 2023. All answers will be posted on eVA and the County's website by March 29, 2023.

In compliance with the Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

By: \_\_\_\_\_

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

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

Telephone No.: \_\_\_\_\_

# TABLE OF CONTENTS

1. GENERAL INFORMATION	3
2. SCOPE OF SERVICES	3
3. PROPOSED SCHEDULE OF IMPLEMENTATION	6
4. PROPOSAL PERPARATION AND SUBMISSION REQUIRMENTS	7
5. EVALUATION AND AWARD	8
6. GENERAL TERMS AND CONDITIONS	9
7. SPECIAL TERMS AND CONDITIONS	14
8. ATTACHMENTS	16

**1. GENERAL INFORMATION**

The County is soliciting proposals from qualified Offerors with previous experience in the design and construction administration of public library buildings to provide architectural, engineering, and related services for siting, design and administration of construction of a new public library building (the "Facility"). The Architect will be expected to provide the County normal and customary professional architectural, engineering and other related services necessary for completion of the Facility.

**2. SCOPE OF SERVICES**

2.1 The Successful Offeror shall be responsible for the preparation of complete contract documents for all elements of the scope of work and for construction contract administration until successful completion and acceptance of the Facility by the County. All work necessary for the completion of the Facility shall be in accordance with the applicable provisions of Virginia Uniform Statewide Building Code, latest edition, including referenced International Building Code and all subsequent modifications and supplements, and the Americans with Disabilities Act.

Contract Services include, but are not limited to, the following:

- A. Program Phase: The Architect will assist the County in developing and refining the architectural program for the Facility (the "Program"). The Architect will then provide the preliminary construction cost estimate and project schedule for the County's approval. The Architect will conduct a meeting(s) with the County for the purpose of reviewing the proposed Program and presenting the final Program.

The Program shall include, but not be limited to the following:

- 1. Site and Building size and requirements.
- 2. Exterior and interior planning.
- 3. Assignable areas and spatial relationships.
- 4. Technology requirements, present and future including wireless construction.
- 5. Project cost estimates.
- 6. General interior and exterior physical attributes.
- 7. Be made available in print and 3D digital format when completed.

During Programming, the Architect and the County shall conduct the following meetings:

- 1. Information gathering meetings with community members and library staff.
  - 2. Information gathering meetings with the County to gather their vision for the library.
  - 3. Presentation meeting(s) with the County.
  - 4. Presentation meeting(s) with the Board of Supervisors.
  - 5. Presentations as requested.
- B. Schematic Design Phase: The Architect will work with the County to validate the preliminary Program and budget provided. At least two preliminary design alternatives

for testing different design approaches shall be developed during a multi-day design charrette with County representative(s) and key personnel representing the Library agency.

The goal of the charrette is to develop schematic designs for presentation by the Architect at three (3) community meetings. The target audience will be determined as the work progresses. The Schematic Design shall then be finalized and presented to the County's representatives, including schematic elevations, schematic floor plans, schematic furniture layout, schematic site plan, statement of mechanical, plumbing, electrical, library equipment and low voltage systems, an initial professional construction cost estimate, and a detailed project schedule for approval.

- C. Design Development Phase: Upon approval by the County, in writing, of the schematic design documents, including interior design, the Architect shall prepare design development documents consisting of drawings, 3D digital models and draft specifications, which will include the appropriate detail for acoustical design and Sections E, F, and G below. The proposed plans and details must meet the County's building, wiring and security standards and provide capacity for easy expansion and maintenance.  
The Architect shall submit to the County a detailed professional construction cost estimate and project schedule update. The County shall review all design development documents for Program compliance and make recommendations regarding any potential options. The Architect shall prepare and submit Plans of Development for initial review.
- D. Site Plan and Land Disturbance Permitting: The Architect shall prepare and submit Plans of Development. The submission shall include landscaping, site lighting, signage and fencing design plans in conformance with the King William County Planning and Zoning Ordinances.
- E. Landscape Design: The Architect shall have a landscaping plan designed and prepared by a Landscape Architect licensed in the State of Virginia that comply with King William County's Zoning Ordinances.
- F. Library Equipment, Data, Security and Audio Visual Integration: The Architect shall prepare and submit development documents consisting of drawings, 3D digital models and specifications for Library Equipment, Data, Security and Audio Visual Technologies. The plan shall include a recommended option as well as options for expansion over five (5) years or extended features. The AV controls should be integrated to the lighting and shade controls. The Architect shall provide a professional cost estimate for the AV systems, equipment, installation and warranty. The County shall review the AV design and make technical, systems, installation or operational recommendations.
- G. Construction Document Phase: Upon approval by the County, in writing, of the design development documents, including interior design, acoustical design, library equipment, data, security and AV systems, the Architect shall prepare working drawings and specifications for the solicitation of bids for the construction of the King William Library. The Architect shall be responsible to ensure that construction documents are in accordance with General Services Library Building Standards, applicable codes, Plan of

Development regulations and requirements. A professionally prepared statement of probable construction costs shall be provided.

- H. Bid Phase: The Architect will compile all bid documents and provide to the King William County Finance Department. The Architect will conduct a pre-bid meeting in conjunction with the Finance Department to present the project and bidding requirements to perspective bidders and to review special construction requirements of details in the bid package.

The County will provide construction contract documents for contractor execution. The Architect will provide the County with complete record CAD drawings, 3D digital models, energy model and specification for the bid phase.

- I. Construction Phase: The Architect shall administer the contract for construction for compliance with the contract documents including, but not limited to, bi-weekly site visits, conducting progress meeting, preparation and issuing meeting minutes, certifying contractor payments, evaluating and recommending requests for proposals and claims, shop drawing reviews and approvals, preparing and issuing change orders, construction change directives, punch list and substantial completion certification(s), and other related work, and as detailed below.

The Architect will issue construction contract instructions on behalf of the County and prepare all change orders as required; The Architect may, as County's representative, require special inspection or testing of work and shall act as interpreter of the requirements of the final plans, specification and contract documents.

The Architect shall provide a web portal acceptable to the County for managing project documents that may include: plans & specifications, permits, site visit reports, logs, proposals, schedules, claims, RFI's, RFP's, PCO's, FC, ASI, CCD's CO's Application for Payments, Special Inspections, O&M Manuals, Warranties, photographs, correspondence, punch list, notices of non-conformance and Certificate of Substantial Completion.

The Architect will verify and certify that the completed project conforms to the Plan of Development, final plans, specifications and contract documents and will fully accommodate the library technology and audio visual systems. During site visits and on the basis of its on-site observations, the Architect provides site visit reports, including photographs that document the progress of work.

The Architect shall endeavor to guard the County against defects and deficiencies in the work of the contractor(s); shall notify the County of any observed defects or deficiencies in the work that contractor(s) and shall disapprove or reject work as failing to conform to the requirements of the final plans, specification or contract documents.

Based on Architect's on-site observations as an experienced and qualified design professional and on his review of contractor's applications for payment and the accompanying data and schedules, the Architect shall advise the County as to the amount owed to contractor(s) and indicated whether he approves such amount; such approvals of payment will constitute a representation to the County, based on such observations an review, that the work has progressed to the point indicated and that, to the best of knowledge, information and belief, the quality of the work is in accordance with the final plans, specifications an contract documents (subject to an evaluation of

the work as a functioning project upon substantial completion, to the results of any subsequent test called for in the final plans, specifications and contract documents and to any qualifications stated in the approval).

The Architect shall conduct an inspection to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications and contract documents. If the contractor has fulfilled all obligations, the Architect shall indicate to the County and other governmental agencies, in writing, that final payment should be made to the contractor.

- J. Interior Design: The Architect shall prepare layouts, plans and the specifications for furnishing which are intended to be bid or procured separately from the construction contract within a budget established by the County. The Architect shall assist the County in preparing bids, evaluating bids or proposals, selecting suppliers and on-site observation of delivery and set up. Interior design shall commence in the Schematic Phase and be appropriately developed and coordinated with subsequent phases.

The colors and textures of proposed finishes shall be presented in an organized fashion, using samples and product literature for approval by the County. The Architect shall submit to the County an update; provide an itemized furnishing cost estimate at each phase of the work.

The final Furnishings Bid or Procurement Package shall be provided to the County in an electronic format that the County can edit such as Microsoft Word or Excel. The final Furnishing Bid or Procurement Package shall be provided to the County, ready to bid or procure by the start of construction. The Architect shall directly coordinate the delivery and placement of the furnishings as they are installed to ensure the materials delivered match the design and needs specified. The Architect shall oversee warranty issues and claims during its contract with the County.

- K. Record Documents: The Architect shall provide project record documents to the County, as follows: Record set of "Bid Documents" and the Contractor's "As Built Drawings", including data from the Architect's ongoing record (Approved submittals and shop drawings, RFIs, COs, ASIs, CCDs Sketches, etc.). The Architect shall review the Contractor's "As Built Drawings" for general completeness, however, shall not be required to verify them beyond the extent of the Architect's ongoing record.
  - L. Warranty Phase: The Architect, as part of his services, shall advise the County, concerning warranties, correction of defective work, or equipment operational problems during the Contractor's warranty period. The Architect shall conduct a warranty site visit and document review during the last month of the Contractor's warranty period.
- 2.2 Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services that may be necessary either as reimbursable expenses under the Architect's Contract or as a service to be contracted for separately by the County. Offerors shall refer to the King William County website, [kingwilliamcounty.us](http://kingwilliamcounty.us) for a description of the County Processes which may be required for this construction project. All design and construction administration services including siting investigations and geotechnical studies,

preparation of plans, applications and appearances at public and other meetings related to the project or associated with those processes shall be within the Scope of Services, in addition to all other services required for any applicable regulatory approvals.

2.3 The library will be located in commercial development and the Architect shall be responsible for coordination with the site developer to ensure the library and environs are integrated into the overall development.

2.4 The County may utilize the services of a third party construction management firm.

**3. PROPOSED SCHEDULE OF IMPLEMENTATION**

March 10, 2023	Issue Request for Proposal
March 24, 2023	Questions due
April 14, 2023	Proposals due prior to 3:00 PM
May 1, 2023	Discussions with selected Offerors
May 15, 2023	Negotiations
May 26, 2023	Award of Contract
December 2023	Solicit construction contract

**4. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

**4.1 GENERAL INSTRUCTIONS**

- a. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP as follows:
  - 1. One (1) original, so marked, and four (4) copies of each proposal.
  - 2. If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror must submit an additional copy of its proposal that eliminated such part or parts. This copy shall be identified with the words "REDACTED COPY".
- b. Proposal Preparation:
  - 1. Proposals shall be signed by an authorized representation of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Finance 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.
  - 2. 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.
  - 3. 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, sub-letter, 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 sub-letter 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 the manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4. 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 individuals “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 Offeror’s proposal.
5. 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.
6. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify that data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. (Reference Attachment C)

C. 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.



4.2 SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Proposals should include **no more than 10 pages** to address items C and D below. Pages with print on the front and back will be counted as two (2) pages. Make sure to address all items in the Scope of Services and the Criteria for Proposal Evaluation. Note: the first three (3) pages of the RFP required by the County will not be counted as part of the page number limitation, along with insurance certificates and other certifications required. Offerors are required to submit the following items as complete proposal:

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

B. Complete and return Attachments listed in Section 8.

C. A written narrative statement to include:

1. **Project Methodology**: Provide a complete description of proposed methodology for completion of this project.

2. **Project Schedule**: Provide a timeline and schedule for completion of this project, highlighting critical points in the process.

3. **Experience of the Offeror and the Project Team**: Include a brief statement of the Offeror’s experience in providing the services stated in the Scope of Services. This statement should include specifics as to experience with public library buildings. If subcontractors and special consultants will be used, they should be identified, and their qualifications included in the proposal. Include experience of key individuals assigned to this project, emphasizing their experience in working with similar projects and local governments. List key professional staff to be assigned work under the contract and describe their experience as project team members. Show only experience directly related to their assigned duties under the proposed project. List team member’s names and titles in the listed project, project title, brief project description, year completed and name, address, and phone number of the client. Include resumes of key personnel and subcontractors.

**5. EVALUATION AND AWARD**

5.1 EVALUATION CRITERIA: Proposals shall be evaluated by the County using the following criteria:

<b>Criteria</b>	<b>Weight</b>
○ Previous experience with design and construction contract administration of public library buildings	40
○ Schedule and timeline for completing the project	30
○ Qualifications and experience of the project team	30
<b>Total</b>	<b>100</b>

5.2 AWARD: The County shall engage in individual discussions with two (2) or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the County shall select, in the order of preference, two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contact can be negotiated at a fair and reasonable price. The County reserves the right to make multiple awards as a result of this solicitation. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

## **6. GENERAL TERMS AND CONDITIONS**

6.1 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.eva.virginia.gov) streamlines and automates government purchasing activities. All vendors desiring to provide goods and/or services to the County shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Offerors must register in eVA, failure to register may result in the proposal being rejected. The County advertises all competitive solicitations on eVA but does not issue purchase orders through eVA unless required to by the terms and conditions of state issued contract.

6.2 ACCEPTANCE OF GOODS/SERVICES: Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.

**6.3 ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the DGS/DPS eVA VBO website ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

**6.4 ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (Code of Virginia, § 2.2-4343.1E).

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.

**6.5 APPLICABLE LAWS AND COURTS:** This solicitation is governed by the laws of the Commonwealth of Virginia. Any dispute or controversy arising out of or relating to this solicitation or otherwise shall be brought in the King William County Circuit Court or in the United States District Court for the Eastern District of Virginia, Richmond Division; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be

held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute.

- 6.6 ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
- 6.7 AUDIT:** The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized representative shall have full access to and the right to examine any of said material during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
- 6.8 AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of lawfully appropriated funds.
- 6.9 BID PRICE CURRENCY:** Unless stated otherwise in this solicitation, Offerors shall state offer prices in US dollars.
- 6.10 BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE:** All Bidders, Offerors, and Contractors shall comply with the *Virginia Public Procurement Act*, (*Code of Virginia §2.2-4300*, et seq.), and all applicable County policies, regulations and procedures adopted pursuant thereto.
- 6.11 CONTRACT CHANGES:** Any changes to the contract must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.
- 6.12 CONTRACTOR'S PERFORMANCE:**
- A. The Contractor agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
  - B. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
  - C. The Contractor shall cooperate with County officials in performing the Contract work so that interference with normal operations will be help to a minimum.
- 6.13 CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Clerk of the Board of Supervisor, 180 Horse Landing Road, King William, VA 23086 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator will render a decision on the claim and will notify the Contractor within thirty (30)

days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within fifteen (15) days of the date of the decision. The Board of Supervisors shall render a decision on the claim within sixty (60) days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than thirty (30) days following the conclusion of the work or delivery of the goods.

**6.14**        DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the County or State of Virginia 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.

**6.15**        DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

**6.16**        DEFINITION OF COUNTY: The Finance Department provides purchasing support for King William County Government, King William County Public Schools and Pamunkey Regional Library, hereinafter referred to as County. Any contract issued as a result of this solicitation shall be available for the use of any or all of these entities unless otherwise stated in the solicitation.

**6.17**        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 a controlled substance or marijuana during the performance of the contract.

**6.18**        ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and

that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they 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.

**6.19 FINANCIAL STATEMENTS:** All Offerors, by submission of a response to this solicitation, agree to provide the County, within 10 calendar days of the County's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to the County, and the County shall be under no obligation to return the financial statement(s). The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the County contract, so as to guarantee the County's rights to obtain financial statements. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

**6.20 IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**6.21 INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives successors and assigns agrees to save, defend, keep harmless and indemnify the Pamunkey Regional Library, King William County, and all of its officials, agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement. The County will not agree to indemnify the Contractor.

**6.22 INDEPENDENT CONTRACTOR:** The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the County.

6.23            LICENSES AND PERMITS: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.

6.24            MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:  
Failure to submit a proposal on the official County form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

6.25            NOTIFICATION: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to: King William County, Finance Department, 180 Horse Landing Road, King William, VA 23086. The Contractor agrees to notify the County immediately of any change of legal status or of address.

6.26            PAYMENT:

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. 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.
3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (Code of Virginia, § 2.2-4353).
4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it

considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

**B. To Subcontractors:**

1. 1. 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 the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) 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 the 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 the County.

C. The County encourages Contractors to accept electronic and credit card payments.

**6.27**        **PRECEDENCE OF TERMS:** The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**6.28**        **QUALIFICATIONS OF OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that



such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**6.29 ROYAL AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:**

- A. By submitting their proposal, Offerors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.
- B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.
- C. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.

**6.30 SEVERABILITY:** Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

**6.31 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any 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 proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. The Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the County's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**6.32 TAXES:** The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

6.33 TERMINATION FOR CONVENIENCE: Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five (5) days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

6.34 TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

7. SPECIAL TERMS AND CONDITIONS

7.1 IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Offeror	Due Date	Time
Street or Box Number		RFP#
City, State & Zip Code		

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

The Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. 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.

7.2 INSURANCE REQUIREMENTS: The Offeror’s proposal should include an example of its company’s certificate of insurance. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements set forth below. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to the County, as will protect itself and the County from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. All insurance shall be provided by companies authorized to conduct business in the

Commonwealth. Insurers should have a rating of “A-”, Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by the County. The Contractor shall maintain during the initial term and any additional terms of the contract the following equivalent coverage and minimum limits:

- A. Commercial General Liability \$1,000,000 Combined Single Limit per Occurrence: The Commercial General Liability policy should name the additional insured as follows: the King William County Board of Supervisors and their elected and appointed officials, officers, consultants, agents and employees, and affiliate or subsidiary boards are additional insured per this RFP.
- B. Automobile Liability \$1,000,000 Combined Single Limit per Occurrence
- C. Worker’s Compensation: Statutory Limits of the Commonwealth of Virginia
- D. Employers’ Liability \$500,000 Accident, \$500,000 Disease & \$500,000 Policy Limit
- E. Umbrella Liability \$1,000,000 per Occurrence
- F. Professional Liability \$2,000,000 per Occurrence, \$6,000,000 Aggregate
- G. The Certificate Holder should be listed as:
  - King William County
  - 180 Horse Landing Road
  - King William, VA 23086

7.3 OWNERSHIP OF DOCUMENTS:

- A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of the County, become County property and shall be delivered to and remain the property of the County upon completion of the work or termination of the Contract. The County shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.
- B. Any documents or other materials provided to the Contractor by the County shall be returned to the County upon delivery of the final products and/or services. Any artwork, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of the County and shall be sent to the County upon delivery of the final products and/or services unless otherwise requested by the County. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

7.4 STANDARDS AND CODES: Contractor shall obtain, possess, maintain, and comply with all applicable Federal, State, and Local requirements such as: licenses, permits, codes, laws, regulations, policies and standards, specifications, authorizations, and other related requirements to perform the services under the contract.

7.5 SUBCONTRACTS: No portion of the contract shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to utilize a subcontractor for portions of the contract, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and

responsible of its subcontractor(s) and shall assure compliance with all requirements of the contract.

**8. ATTACHMENTS**

Attachment A – Vendor Data Sheet

Attachment B – Virginia State Corporation Commission Registration Information

Attachment C – Proprietary/Confidential Information Identification

# ATTACHMENT A

## VENDOR DATA SHEET

**Note: The following information is required as part of your response to this solicitation.**

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. **Vendor Information:** eVA Vendor ID: \_\_\_\_\_

5. Indicate below a listing of at least three (3) recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address and telephone number of the point of contact.

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

## ATTACHMENT B

### STATE CORPORATION COMMISSION FORM

#### Virginia State Corporation Commission (SCC) registration information - The bidder:

- 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 bidder 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 bidder'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 bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

