

**HANOVER COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS # 20-05-2861PB**

---

Issue Date: January 15, 2020

Title: Solid Waste Management Consulting and Water Quality Monitoring Services

Commodity Code(s): 90682 Solid Waste, Disposal Systems – Architectural Services

Issuing Department: **Hanover County, Virginia  
Finance and Management Services Department  
Purchasing Division  
Chenault-Weems Building  
7507 Library Drive, 2<sup>nd</sup> Floor  
P.O. Box 470  
Hanover, VA 23069-0470**

Period of Contract: July 1, 2020 through June 30, 2021 (Renewable)

---

**Sealed** proposals will be received by the issuing department prior to 3:00 P.M., January 30, 2020, for furnishing the services described herein. All inquiries for information should be directed to Patricia M. Beasley, Purchasing Officer, (804) 365-6061 or 6015 or [pmbeasley@hanovercounty.gov](mailto:pmbeasley@hanovercounty.gov) and must be received no later than seven (7) working days before the due date.

In compliance with this 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. The original proposal must be signed in ink. The person signing the proposal must be a person authorized by the Offeror to sign proposals. Typewritten or stamped signatures are not acceptable. Failure to sign the face of the proposal in the space provided will result in rejection of the proposal unless the unsigned proposal is accompanied by other signed documents indicating the Offeror's intent to be bound.

**Name and Address of Firm:**

|                       |                               |
|-----------------------|-------------------------------|
| _____                 | Date: _____                   |
| _____                 | By: _____<br>Signature in Ink |
| _____                 | Name: _____<br>Please Print   |
| _____                 | Title: _____                  |
| eVA Vendor ID _____   | Telephone No. _____           |
| E-mail Address: _____ | FAX No. _____                 |

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

# TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>1. GENERAL INFORMATION</b>                              | <b>3</b>  |
| <b>2. STATEMENT OF NEEDS:</b>                              | <b>3</b>  |
| <b>3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS</b> | <b>4</b>  |
| <b>4. EVALUATION AND AWARD</b>                             | <b>6</b>  |
| <b>5. GENERAL TERMS AND CONDITIONS</b>                     | <b>7</b>  |
| <b>6. SPECIAL TERMS AND CONDITIONS</b>                     | <b>12</b> |
| <b>7. ATTACHMENTS</b>                                      | <b>14</b> |

**1. GENERAL INFORMATION**

- 1.1 **PURPOSE AND INTENT:** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified engineering and/or environmental firms capable of providing complete solid waste management consulting and water quality monitoring services in accordance with Virginia’s Solid Waste Management Regulations (VSWMR), as well as surface water and leachate sampling and analysis.
- 1.2 **BACKGROUND:** The County owned and operated a permitted (Permit #314) sanitary landfill approximately 1.1 miles south of the Hanover county government complex, on the east side of Route 301. Groundwater under the landfill is monitored by six (6) monitoring wells and seven (7) corrective action monitoring wells. The County’s Groundwater Monitoring Plan is on file with the Virginia Department of Environmental Quality (VDEQ).
- 1.3 **PROJECT LIMITATIONS:** Any single project performed under the contract shall not exceed \$1 million. The sum of all projects in one contract term shall not exceed \$5 million. Any unused amounts from the first contract term shall not be carried over to the additional term.

**2. STATEMENT OF NEEDS**

The services anticipated under the resulting contract shall include, but are not be limited to, the following:

2.1 **SOLID WASTE MANAGEMENT CONSULTING:**

- A. Closed landfill analysis;
- B. Composting facility operational assistance and permitting services;
- C. Design and construction management services;
- D. Financial planning services;
- E. General solid waste management consulting;
- F. Landfill gas management services;
- G. Leachate management and corrective action services;
- H. Operational training and management services;
- I. Presentations to the Board of Supervisors and/or public meetings;
- J. Site development consulting;
- K. State and federal regulatory compliance assistance; and
- L. Storm water management planning and design.

2.2 **WATER QUALITY MONITORING:**

- A. Client reporting and correspondence;
- B. Compliance groundwater monitoring;
- C. Corrective action groundwater monitoring, planning, design, implementation and performance monitoring and reporting;
- D. Data management and validation;
- E. General environmental consulting;

- F. Hydrogeological assessments;
- G. Laboratory analysis;
- H. Participation in County meetings;
- I. Regulatory reporting, correspondence and negotiation on behalf of Hanover County;
- J. Sample delivery to laboratory;
- K. Statistical analysis; and
- L. Surface water, leachate and gas sampling.

- 2.3 SANITARY LANDFILL GROUNDWATER MONITORING PROGRAM: The firm shall perform all necessary services to comply with the semi-annual groundwater monitoring and annual reporting requirements of the VSWMR as they relate to the closed landfill. The landfill is currently in an assessment monitoring program. Sampling frequency, analytical and reporting requirements are specified in the VSWMR.
- 2.4 ON AND OFF-SITE SURFACE WATER MONITORING: The firm shall perform sampling and analysis of surface water at two locations on-site and two locations off the landfill property.
  - *A list of parameters will be provided to those firms that are asked to make oral presentations to the County.*
- 2.5 LEACHATE MONITORING: The firm shall perform annual sampling and analysis of leachate in one sump on the landfill property. The analyses are those required for disposal/treatment in the Publicly Owned Treatment Works General Permit (POTW).
  - *A list of parameters will be provided to those firms that are asked to make oral presentations to the County.*

### 3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

#### 3.1 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 three (3) copies of each proposal.
  - 2. A digital version of the proposal in PDF or DOC format on a CD or USB.
  - 3. 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 digital copy of its proposal that eliminates such part or parts. **This copy shall be identified with the words “REDACTED COPY” and should be submitted on the same CD or USB.**
- B. Proposal Preparation:
  - 1. 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 Purchasing 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 this 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 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.
  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 State pursuant to the RFP shall belong exclusively to the State 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 the 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 or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected. (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.

3.2 **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. Offerors are required to submit the following items as a 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 7.
- C. A Written Narrative Statement to include:
  1. Executive Summary: Provide a narrative, prepared in non-technical terms, summarizing the Offeror's proposal. The summary should identify the primary contact for the Offeror including name, address, telephone number, and email address.

2. Scope of Work/Specifications: Provide a detailed description of the services to be provided which addresses each of the topics listed. Clearly state your ability to meet or exceed the requested services.
3. Statement of Qualifications and Capacity of Firm: The Offeror should include a description of the organizational and staff experience as it relates to meeting the County's needs, including experience administering similar contracts for government and educational entities. The response should address the firm's size, structure, and number of years in business.
4. Key Personnel: The Offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
5. Sub-Consultants or Sub-Contractors: The Offeror should provide information on any Sub-Consultants or Sub-Contractors that are necessary to provide the services required. Provide company name, address, telephone number, experience, and personnel qualifications.
6. Provide specific plans for providing the proposed services.

D. Cost for services

E. References: All Offerors should include a detailed list of a minimum of three (3) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, telephone numbers, and email addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by an Offeror. References may or may not be reviewed or contacted at the discretion of the County.

**4. EVALUATION AND AWARD**

4.1 EVALUATION CRITERIA: This is a contract for professional services as defined by the Virginia Public Procurement Act (VPPA). The County reserves the right to reject any and all proposals as a whole or in part. Proposals shall be evaluated by the Evaluation Committee using the following criteria:

| <b>EVALUATION CRITERIA</b>   | <b>WEIGHT</b> |
|--|---------------|
| <u>Offeror</u> : Overall qualifications and experience of the firm, project team and any sub-contractors, including previous experience in providing solid waste management consulting and environmental monitoring services.  | <b>40</b>     |
| <u>Cost for Services</u>   | <b>30</b>     |
| <u>Response Capability</u> : Demonstrated response capability to complete projects on time and within budget. Provide favorable response time to project schedules, requirements for reviews, reports meetings with staff and regulatory agencies, and commitment to priority for County projects assigned. Examples of previous service problems and the Offeror's resolution are encouraged. | <b>20</b>     |
| <u>Methodology and Implementation</u> : Demonstrated ability to provide A&E services associated with solid waste management projects for government agencies, and commitment to prioritize County projects assigned.   | <b>10</b>     |
| <b>TOTAL</b>   | <b>100</b>    |

4.2 AWARD: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected.

Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). 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 than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

## 5. GENERAL TERMS AND CONDITIONS

- 5.1 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 a state issued contract.
- 5.2 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.
- 5.3 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.
- 5.4 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.

- 5.5 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 Hanover 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.
- 5.6 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
- 5.7 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 materials 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.
- 5.8 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.
- 5.9 BID PRICE CURRENCY: Unless stated otherwise in this solicitation, Offerors shall state offer prices in US dollars.
- 5.10 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.
- 5.11 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.
- 5.12 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 held to a minimum.
- 5.13 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: Director, Finance and Management Services Department, 7507 Library Drive, Hanover, VA 23069-0470 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 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 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 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 30 days following the conclusion of the work or delivery of the goods.



- 5.14 **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the County 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.
- 5.15 **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.
- 5.16 **DEFINITION OF COUNTY:** The Purchasing Division of the Finance and Management Services Department provides purchasing support for Hanover County Government, Hanover County School Board, Pamunkey Regional Jail 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.
- 5.17 **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.
- 5.18 **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.
- 5.19 **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.
- 5.20 **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.
- 5.21 **INDEMNIFICATION:** Contractor agrees to indemnify the County, its officers, agents, and employees for any loss, liability, cost (including attorney's fees), or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any

materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. The County will not agree to indemnify the Contractor.

- 5.22 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.
- 5.23 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.
- 5.24 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.
- 5.25 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: County of Hanover, Director, Finance and Management Services Department, P. O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address.
- 5.26 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 contract number and/or 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. 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.

- 5.27 **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.
- 5.28 **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.
- 5.29 **ROYALTY 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.
- 5.30 **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.
- 5.31 **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. 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.

- 5.32 **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.
- 5.33 **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 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.
- 5.34 **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.

## **6. SPECIAL TERMS AND CONDITIONS**

- 6.1 **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- 6.2 **CANCELLATION OF CONTRACT:** The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. 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.
- 6.3 **CONTRACTOR'S RESPONSIBILITIES/PERFORMANCE:** The Contractor shall provide properly trained service personnel and the necessary materials and equipment to satisfactorily perform the required services. The Contractor agrees and covenants that he and his agents and employees will comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under this contract. The Contractor shall secure all necessary permits for the proper execution and completion of the work. The Contractor will ensure that its employees shall observe and exercise caution and discretion necessary to avoid injury to person or damage to property of any and all kinds. The Contractor shall cooperate fully with the County in performing the work to ensure that interference with normal operations will be held to a minimum. All apparatus, buildings, grounds, appurtenances and furnishings shall be protected by the Contractor from damage which might be done or caused by work performed under this contract. Any damage caused directly or indirectly by the Contractor, agents, or suppliers shall be repaired and/or replaced at the expense of the Contractor by methods approved by the County to restore the damaged area(s) to its original condition. Such repairs shall be deemed acceptable only after inspection and approval by the County. The County reserves the right to inspect work in progress as well as make final inspection to approve completed work.
- 6.4 **GENERAL OPERATION OF THE CONTRACT:** When work is needed, the County will, at its discretion, contact one or more of the Contractors and provide information pertaining to the proposed "task". The same information will be provided to each Contractor notified. The County shall, in a "task description", describe the proposed scope of work, time allowed the Contractor to respond, date the work should be completed, required deliverables, information and-or resources to be provided by the County, the County contact person and any other information the County deems pertinent to the task.

- A. The Contractor shall submit a response to the designated contact person. The Contractor’s response shall include all information requested by the County, including, but not limited to, the Contractor’s statement of the scope of work, proposed fee to complete the work, date work will be completed and list of deliverables.
- B. After the deadline for responses, the County may negotiate the scope of work, fee, schedule and deliverables with each Contractor and assign the task to that Contractor who, in the opinion of the County, submitted the best and most responsive proposal.
- C. The County reserves the right to obtain services from another source if the estimate provided appears to be unreasonable.

6.5 **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# 20-05-2861PB |
|       | 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.

6.6 **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 Consultant 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 Consultant.
- B. Any documents or other materials provided to the Consultant by the County shall be returned to the County upon delivery of the final products and-or services. Any art work, negatives, proofs, or other materials produced by the Consultant 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.

6.7 **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

6.8 **RENEWAL OF CONTRACT:** This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract except as stated in A and B below. Price increases may be negotiated only at the time of renewal. Written notice of the County’s intention to renew shall be given approximately one-hundred and twenty (120) days prior to the expiration date of each contract period.

- A. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the United States Bureau of Labor Statistics, Table 4, Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average for the latest twelve (12) months for which statistics are available (<http://data.bls.gov/cgi-bin/print.pl/news.release/cpi.t04.htm>).
- B. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the United States Bureau of Labor Statistics, Table 4, Consumer Price Index for All Urban Consumers (CPI-U). U.S. City Average for the latest twelve months for which statistics are available.

6.9 **STANDARDS AND CODES:** The 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.

6.10 **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.

6.11 **USAGE REPORTS:** Upon request, the Contractor shall provide a summary of services provided, to include dates of services, project locations, and associated costs.

**7. ATTACHMENTS**

- Attachment A - Vendor Data Sheet
- Attachment B - Virginia State Corporation Commission Registration Information
- Attachment C - Proprietary/Confidential Information Identification
- Attachment D - Insurance Requirements

# 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. Offeror'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. 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/services. 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):





# ATTACHMENT D

## INSURANCE REQUIREMENTS

- A. 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 allowed to conduct business in the Commonwealth. Insurers shall have a Best’s financial strength rating of “A-” or better, and a Best’s financial size category of Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by the County. Hanover County and its elected and appointed officials, officers, consultants, agents and employees shall be named as additional insured on the Contractor’s Commercial General Liability and Umbrella Liability insurance for premises, ongoing operations and products and completed operations on a primary and non-contributory basis. **Original certificates of insurance signed and provided by authorized representatives of the insurers or, at the County's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be provided to Purchasing prior to award of the contract, and within seven (7) days of any written request for a certificate, and for five (5) years after Final Payment for the Work with respect to products and completed operations liability.**
- B. The Contractor shall not start work under this contract until the Contractor has obtained at his own expense all of the insurance called for hereunder and such insurance has been approved by the County; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor for the County will be granted only after submission to the County Purchasing Office of original, signed certificates of insurance or, alternately, at the County’s request, certified copies of the required insurance policies.
- C. All insurance policies required hereunder shall be endorsed to include the following provision: “It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Office.”
- D. The certificate holder should be listed as Hanover County School Board and Hanover County, P.O. Box 470, Hanover, VA 23069-0470.**
- E. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it. The County will consider deductible amounts as part of its review of the financial stability of the Contractor. Any deductibles shall be disclosed by the Contractor, and all deductibles will be assumed by the Contractor.

| Coverage(s) Required                         | Required Limit | Description                                    |
|--|----------------|--|
| Business Automobile Liability                | \$1,000,000.00 | -Combined Single Limit per Occurrence          |
| Commercial General Liability                 | \$1,000,000.00 | -Combined Single Limit per Occurrence          |
|  | \$2,000,000.00 | -General Aggregate Limit per Project           |
|  | \$2,000,000.00 | -Products and Completed Operations Aggregate   |
| Personal and Advertising Injury Liability    | \$1,000,000.00 | -Each Offense per Person or Organization       |
| Umbrella Excess Liability                    | \$1,000,000.00 | -Per Occurrence and Aggregate as Applicable    |
| Worker’s Compensation & Employer’s Liability | \$ 500,000.00  | -Per Accident                                  |
|  | \$ 500,000.00  | -Disease per Employee                          |
|  | \$ 500,000.00  | -Policy Limit Disease                          |
| Professional Liability                       | \$2,000,000.00 | -Per Claim                                     |
|  | \$4,000,000.00 | -Aggregate<br><i>-Deductible As It Applies</i> |
| Pollution Liability                          | \$5,000,000.00 | -Per Claim                                     |
|  | \$5,000,000.00 | -Aggregate<br><i>-Deductible As It Applies</i> |