



REQUEST FOR PROPOSALS

RFP No. 2025-18

Issue Date: October 31, 2024

County of Bedford, Virginia
Bedford, VA 24523

<https://www.bedfordcountyva.gov/about-bedford/administration/procurement/rfp>

Title:	Design Services for Sheriff's Office/911 Expansion and a new Social Services Building
Pre-Proposal Meeting	A Pre-Proposal Meeting is not scheduled for this solicitation.
Proposals Due:	December 11, 2024, through 3:00 PM, local time
Method of Proposal Submittal	To be considered, proposals must be submitted as specified in Section B of this document. No exceptions.
Questions:	Questions or comments related to this solicitation shall be directed to the Contract Officer <u>not later than 3:00 p.m. on December 4, 2024</u> . All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.
Contract Officer:	Heather Knight, VCO, VCA, Procurement Manager hknight@bedfordcountyva.gov

The County of Bedford, Virginia (the "County") is seeking proposals from qualified firms (the "Offeror" or "Architect") to furnish the goods and/or services described herein and proposals will be received at the office of Finance, County of Bedford, Virginia, 122 East Main Street, Suite 203, 3rd Floor, Bedford, VA 24523, through the due date and hour shown above (local prevailing time).

Table of Contents

REQUIREMENTS

- Section A – Scope of Work
- Section B – Proposal Process
- Section C – Contract Specific Terms and Conditions
- Section D – General Terms and Conditions

EXHIBITS

DO NOT COMPLETE OR RETURN EXHIBITS WITH YOUR PROPOSAL.

A sample Contract is provided as an Exhibit.

The sample Contract references two (2) yet-to-be-created exhibits:

1. The Offeror's Proposal
2. Negotiated Changes to the Proposal

Additional exhibits as applicable to the RFP document and/or the resultant contract include:

3. Certification of Compliance with Immigration Laws and Regulations
4. Insurance Requirements and sample endorsements

SUBMITTAL DOCUMENTS

1. Form A: Proposal Form
(Include responses to all sections)

REQUIREMENTS

SECTION A SCOPE OF WORK

1. **PURPOSE:** The purpose of this Request for Proposals (RFP) for the County of Bedford (hereinafter “Owner”) is to solicit proposals to furnish/provide the services of one fully qualified architecture and engineering firm (“Architect”) to provide architecture and engineering design and support services that consists of, but is not limited to, design of 1) an approximately 15,000 square foot addition to the Bedford County Sheriff’s Office located at 1345 Falling Creek Road, Bedford, VA 24523; 2) a new approximately 30,000 square foot building to house the Social Services Department located on open parcel on Falling Creek Road directly south of Sheriff’s Office and County Garage; and 3) associated sitework for each building including sanitary sewer pump station and sewer main to serve Bedford County parcel #14705200 with capacity for future expansion.
2. **BACKGROUND:** The Owner has budgeted for two separate capital projects involving the two above referenced building over the past several years. Due to the proximity of the building sites, it makes sense to engage with one design team for both projects. Timely delivery of the projects, particularly the social services building, is a priority.
3. **SPECIFICATIONS / SCOPE OF WORK:** As deliverables, the Owner is seeking 100% design documents for a 15,000 square foot addition to the existing Bedford County Sheriff’s Office/911 building, 100% design documents for a new 30,000 square foot social services building, answer and provision of construction administration including bid assistance and questions for both of the projects mentioned previously. Schedule priority shall be given to design of the social services building package.

The Designer shall be called upon to perform architectural and engineering design and technical services to include tasks such as, but not limited to:

Design Team’s Responsibilities:

- Topographic surveys
- Borings
- Geotechnical reports
- Development of design drawings and specifications for a 30,000 square foot social services building
- Development of design drawings and specifications for a 15,000 square foot addition to the existing Bedford County Sheriff’s Office/911 building.
- Design of improvements at entrance to Falling Creek Road for the social services building
- Design of sanitary sewer pump station and sewer main, to be included in social services building design documents
- 30%, 60%, and 90% interim design deliverables
- Coordination meetings with the Owner and key stakeholders
- Construction estimates
- Review and approval of contractor invoicing
- Any work necessary to deliver a complete project as described herein
- The Architect/Engineer shall provide Architect/Engineer services to support the Owner with any associated tasks.
- Related Services as authorized by the Owner may also be provided.
- The Architect/Engineer shall furnish all materials, labor, tools, supplies, equipment, transportation, incidentals, and all other items necessary to complete the inspection, design, analysis, and reporting of all tasks in an expeditious manner.
- All written documents shall be prepared and furnished to the Owner as both draft and final versions in both hard copy and electronic format in either Microsoft Word or other formats as determined by Owner.

- All drawings shall be prepared and furnished to the Owner as both draft and final versions in both a hard copy and electronic format in either AutoCAD or other format as determined by Owner. Drawings shall be made available to contractors in AutoCAD format as needed.

Owner's Responsibilities:

- The Owner shall provide all information in possession of Owner which relates to the Owner's requirements for the task, or which is relevant to the task, including existing drawings, grant documentation, existing traffic impact study and analysis, and any design documents developed under separate project on the adjacent site.
- Owner shall acquire any necessary easements or property needed for the task and shall assist the consultant in obtaining permission to enter upon public or private property as required for consultant to perform the necessary services.
- Owner shall designate a person or persons to act as the Owner's representative with respect to the work to be performed under this contract. Owner's representative shall have the authority to transmit instructions; receive information; interpret and define the Owner's policies and decisions with respect to those items pertinent to consultant's services under this contract; inspect, review, and approve work performed under task assignments; and review and approve invoices to be submitted to Owner for payment.

**SECTION B
PROPOSAL PROCESS**

**PROPOSAL PREPARATION, SUBMISSION REQUIREMENTS,
AND AWARD NOTIFICATION**

1. PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors should prepare the proposal as presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the County. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with tabs in the following order and minimally contain the following information:

1. Attachment A- Completed and Signed Proposal Form (This form should act as the cover for the proposal)
2. Technical Proposal – The Offeror is encouraged to provide relevant and concise responses. Provide the following:
 - a. A one-page executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
 - b. In individual tabs, address each area identified as an Evaluation Factor delineated as (a) and (d) listed under Item #5.

2. PROPOSAL SUBMISSION

- a. Submit one (1) original signed paper version (conspicuously marked as “ORIGINAL”) and one (1) electronic version on a USB “Thumb Drive”. The electronic version shall be an exact duplicate of the paper version. In case of a conflict between the original paper version and the electronic version, the original paper version shall prevail. Proposals (including all documents, schedules, reports, plans and other attachments) will not be returned. If proprietary and/or confidential information is included in the proposal, a second, “redacted” electronic version of the proposal shall be included on the USB “Thumb Drive” and be named “Redacted Version”.

All electronic files uploaded must be in a common format accessible by software programs the County uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Offerors will not secure, password protect or lock uploaded files; the County must be able to open and view the contents of the file. Offerors will not disable or restrict the ability of the County to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images, or sketches. The County may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

- b. Proposals must be received by County Staff by the time specified on page one of this RFP. Late deliveries will not be considered. If the Vendor/Offeror is submitting a response via email, the Vendor/Offeror is responsible for confirming that the type and size of the files to be transmitted can be received by the County before the submission deadline. Submissions received after the deadline due to technological difficulties will not be considered.
- c. Proposals shall be submitted as specified below; other methods are not allowed.

1. Proposals shall be delivered to the Finance office, located at 122 East Main Street, Suite 203, 3rd Floor, Bedford, VA 24523, between the hours of 8:30 am and 5:00 pm, Monday through Friday.

The following information should be written on the outside of the submittal envelope or package:

- RFP Number
 - Title of RFP Solicitation
 - Submittal Deadline Date and Time
 - Offeror's Name
2. If the building is closed to visitors, call 540-586-7729 and County staff will meet you at the building's front door to receive your proposal.
 3. If the building is closed to both visitors and County staff (i.e.: snow closing), then proposals shall be accepted on the next business day of the County at the originally scheduled time.
 4. In addition to delivery by the Offeror as described above, proposals may be delivered by USPS, UPS, FedEx, etc., however the County assumes no responsibility for misrouted documents, and will not consider them if they are received in the Finance office after the specified date and time deadline.
- d. Proposals will not be accepted if submitted by any other method than as specified above.
 - e. All proposals shall be submitted on and in accordance with this form. Failure to return required documents and information specified herein may result in a determination that the proposal is non-responsive. All costs associated with preparing a proposal are the Offeror's responsibility.
 - f. The solicitation document as posted by the County shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the County, but not clearly listed on the exception page of the document as an exception by the Offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications or terms and conditions made by the Offeror may be cause to disqualify the proposal from award consideration.
 - g. The County's receipt of a proposal document is not to be construed as a determination that the proposal document is responsive, nor shall receipt of a proposal document be construed as an award or an order to provide goods or services.
 - h. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.
 - i. The Terms and Conditions in this Request for Proposals shall supersede any terms and conditions of the Offerors proposal. Any additional conditions an Offeror intends to be considered must be submitted as part of the proposal and be indicated on the Exceptions section of the Proposal Form. Such exceptions may result in the proposal being determined non-responsive.
 - j. The Specifications, Scope of Work, Item Descriptions, etc. shall supersede any additional writings submitted by the Offeror. Such writings shall be clearly marked and noted by the Offeror on the exception page.
 - k. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict Offerors to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which proposals are submitted must be of such character, quality and/or performance equivalence that it will serve as specified. In submitting proposals on goods and/or services other than as specified, Offeror shall so note on the Exceptions section of the Proposal Form and shall furnish complete data and identification with respect to the alternate goods and/or services they propose to furnish. Consideration will be given to proposals submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the County. If the Offeror does not indicate the goods and/or services he proposes to furnish is other

than specified, it will be construed to mean the Offeror proposes to furnish the exact goods and/or services described.

- l. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
 - m. Offerors may request withdrawal of their proposal from consideration due to error by giving notice not later than two business days after the Request for Proposals closing date. Upon request, administrative withdrawal procedures will be provided that shall be used for that purpose.
 - n. The Offeror's proposal (including all documents, schedules, reports, plans and other attachments) shall become the property of the County of Bedford, VA and/or any agency of the County, and/or any political subdivision for whom the County of Bedford, VA issues this solicitation, and documents will not be returned to the Proposer.
3. **ADDENDA:** Changes or supplemental instructions to this Request for Proposals will be in the form of written Addenda. All Addenda will be posted online with this solicitation. It is the Offeror's responsibility to check for Addenda prior to the RFP closing date and time to ensure that all addenda are received.

The County posts all solicitations and related addenda on Procurement's webpage.

All Offerors shall acknowledge receipt of Addenda with the Proposal. Acknowledgement of all Addenda shall be in the space provided on the Proposal Form or by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the proposal may be determined non-responsive.

4. **NO PUBLIC OPENING:** There is no public opening of proposals.
5. **EVALUATION FACTORS:** Proposals that are found to be responsive will be evaluated and assessed in accordance with the evaluation criteria below. To be considered responsive, at a minimum, Offerors must complete and submit all required information on time and submitted as specified in the RFP. An Evaluation Committee will be used to independently review and score all responsive Proposals. The Evaluation Committee is expected to contain 3-5 individuals that may, or may not, have technical expertise with this particular type of project or service. Therefore, it is important that the Offerors prepare and submit non-technical documents (to the maximum extent possible). The criteria and maximum point score for each criterion are listed in order of importance:
- a. Demonstrated understanding and explanation of the specified services offered as it relates to the desired outcomes as outlined in the scope of services. (30 maximum point score)
 - b. Past performance and Related experience. Offerors must demonstrate their ability to perform the requested scope of work and provide pertinent examples of past performance relative to the scope of services specified. Submittal shall indicate quality of previous work, timeliness, diligence, and ability to meet accelerated schedules, budgets and needs of clients. Experience shall satisfy qualifications requirements included herein. Offerors shall include a minimum of three references on projects with a similar scope and complexity within the last 10 years. (30 maximum point score)
 - c. Project team. Offerors must demonstrate their team's experience, expertise, and qualifications are suitable to deliver the project scope. Offerors shall include relevant biographies, to include their role, relevant education and experience for those individuals that will be providing services included herein. Offerors shall also identify any sub-consultants who will work on the project and define their roles. (30 maximum point score)
 - d. Responsiveness and ability to perform the services in a reasonable period of time. Offerors shall include relevant project schedules, bar or Gantt charts, and narratives with key activities as necessary to demonstrate anticipated project duration (10 maximum point score)
6. **EVALUATION OF PROPOSALS:** The following process shall simultaneously be conducted for each independent project.

Procurement will review all proposals for compliance with mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. Procurement may contact Offerors for clarification of the responses. Procurement will provide specific Submittal Forms to the Evaluation Committee. The Evaluation Committee members will independently evaluate and score the documents and submit their scores back to Procurement. No group ratings, or consensus meeting will be performed. Procurement will input, calculate, and prioritize the data and evaluator scores. Procurement will then shortlist and invite at least the two (2) highest ranking proposals to participate in the Interview Process. (If less than two (2) proposals are received, then less than two (2) Offerors may be so selected.) Individual discussions shall then be had with each such Offeror.

Repetitive informal discussions shall be permissible. Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. While the Request for Proposal does not request that Offerors furnish estimates of man-hours or costs for services, at the discussion state the County may discuss nonbinding estimates of total project costs, including but not limited to life-cycle costing, and where appropriate nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.

After the shortlisted Offerors have been interviewed, evaluated, and scored by the Evaluation Committee, Procurement will perform a final prioritization based on the criteria and weights described in Section 5. The highest prioritized Offeror will be invited into negotiations. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the County, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, a contract may be negotiated and awarded to that Offeror.

Upon successful completion of negotiations with the Owner as set out above, the selected Architect must complete all required formalities related to executing the Contract (obtaining the certificate(s) of insurance and endorsements; obtaining the corporation board's resolution, if applicable, authorizing execution of the Contract; and execution of the Contract itself) within ten (10) calendar days of receiving direction from the Owner.

7. AWARD:

- a. A notice of award will be posted with the original solicitation on the County's Procurement website.
- b. As permitted by County of Bedford, an Offeror may protest the award or decision to award by submitting such protest in writing to the Procurement Manager no later than ten (10) days after the award or the announcement of the decision to award. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought.

8. DEBRIEFING

Proposers who were unsuccessful may request a debrief in writing within three calendar days after the County's award notice. The County will discuss only the strengths and weaknesses of that proposer's submission in relation to the evaluation criteria during the debrief. The intent of the debrief is to provide the Offeror with constructive feedback on their own proposals towards areas of continuous improvement. No other Offerors proposals will be discussed. No proprietary information shall be disclosed. A debrief is not an opportunity to unofficially protest or change the outcome.

SECTION C
CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request For Proposals (RFP) must be received prior to the date and time posted on the cover page.
2. **QUALIFICATIONS:** Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract. Offeror shall have minimum 10 years of experience providing designs of similar nature.
3. **AWARD:** Award shall be made to the responsible Offeror who has ranked the highest and successful negotiation of a price that is considered fair and reasonable. The County reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities in an Offeror's proposal.
4. **CONTRACT/AGREEMENT:** Following award, a contract/agreement will be executed between the Offeror and the County. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.
5. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by the Central Purchasing office in advance.
6. **FEES:** The Project Fee shall be as negotiated prior to award.
7. **DELIVERY OF SERVICES:** The Architect/Engineer shall not commence any work that has not been authorized in writing specifying the project's scope of work, amount of compensation, and completion deadlines and without a written Notice to Proceed from the Owner's representative for each phase of the project. The Architect/Engineer assumes all risk and financial liability for any services rendered without such authorization.
8. **METHOD OF ORDERING:** The County and the Architect shall execute a contract for the work.
9. **INVOICING:** Invoices shall be sent to the address specified in the Contract.
10. **PAYMENT:** Payment will be authorized following receipt of a valid invoice (including Description of Goods and Services, Unit Prices, Total Price) and delivery of goods or completion of services according to specifications and subject to inspections.
11. **PAYMENT TERMS:**
 - a. Payment terms shall be "Net 30 Days" unless otherwise stated in the Offeror's Proposal or if otherwise negotiated. Alternate terms may be Proposal by Offeror for prompt payment of bills.
 - b. The payment terms stated herein must appear on the Consultant's invoice. Failure to comply with this requirement may result in the invoice being returned to the Consultant for correction.
 - c. Late payment charges shall not exceed 1% per month of the invoice amount due.
 - d. If offered by the Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
 - e. Invoices for goods or services ordered, delivered, and accepted shall be submitted directly to the "Invoice To" address shown on the purchase order. All invoices shall show the Purchase Order or Contract number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect discounts for payment in less than thirty (30) days.

12. **EXAMINATION OF CONDITIONS:** Each Offeror shall fully investigate site conditions and determine work conditions and take necessary measures to ensure a complete understanding of the specifications and work requirements. Failure to become familiar with the site conditions or work conditions will not relieve the Architect from furnishing all materials or performing the work in accordance with the Specifications.
13. **INSURANCE:** The Architect shall maintain adequate liability insurance, which shall protect and save harmless the County of Bedford, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workers' compensation laws. Following award of the contract, the Architect shall furnish proof of said insurance prior to commencement of services. See "**Exhibit 4**" for requirements.

As acknowledgement of understanding the insurance requirements, submitted Proposals should include the insurance carrier's sign off on Form A #17. The Offeror selected for contract award shall have ten (10) days from the date of the County's request to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the County to award a contract to the next ranked Offeror and hold the original Architect liable for excess costs.
14. **COOPERATIVE PURCHASE:** Construction and A&E services may not be offered as a cooperative contract available for extension to other public bodies, public agencies or institutions within the United States to purchase at contract prices and terms.
15. **ADVERTISING:** In the event a contract is awarded for services resulting from this Request for Proposals, no indication of such sales or services to the County will be used in product literature or advertising without the express written permission from the County.

SECTION D GENERAL TERMS AND CONDITIONS

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS/OFFERORS GENERAL CONDITIONS AND INSTRUCTIONS FOR PROFESSIONAL SERVICE CONTRACTS

Firm: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by Bedford County. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, proposals on all solicitations issued by the Owner will bind offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

-
1. **AUTHORITY**-The County Engineer or designee has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and task order issued by the Owner. Unless specifically delegated by the Director, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any agreement or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Offeror's responsibility to advise the Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Director must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contact whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Owner. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Owner form provided for that purpose shall be a cause for rejection of the proposal. Unauthorized modification of or additions to any portion of the Request for Proposal may be cause for rejection of the proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any proposal which has been modified.

5. **LATE PROPOSALS & MODIFICATION OF PROPOSALS:**

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

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

- a. The official time used in the receipt of proposals is that time in the County Administration Office.
- b. Late proposals/modifications will be returned to the Offeror UNOPENED, if solicitation number, acceptance date and Offeror's return address is shown on the container.
- c. If the Owner closes its offices due to inclement weather scheduled receipt of proposals will be extended to the next business day, same time.

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

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

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Owner, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining

bid shall be deemed to be the low bid. No bidder/offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

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

**ADDRESSED AS INDICATED ON PAGE 1; RFP NUMBER & TITLE
PROPOSAL DUE DATE AND TIME; FIRM NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope 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.

8. **ACCEPTANCE OF PROPOSALS:** Unless otherwise specified, all formal proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
9. **OFFEROR'S PRESENT:** At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
10. **RESPONSE TO SOLICITATIONS:** In the event a Firm cannot submit a proposal on a solicitation, the Firm is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to submit a proposal.
11. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
12. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **NO CONTACT POLICY:** No Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Director (or designee), after the date and time established for receipt of proposals. Any contact initiated by an Offeror with any Owner representative, other than the Director (or designee), concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.
14. **CONFLICT OF INTEREST:** The Offeror certifies that to the best of its knowledge no employee of the Owner nor any member thereof, nor any public agency or official affected by the proposal, has a pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the proposal.

GENERAL POLICIES FOR ARCHITECTURAL/ENGINEERING SERVICES

15. **LICENSE/REGISTRATION:** Entities (e.g., individuals, partnerships, or corporations) offering to provide architectural and/or engineering services shall be properly registered and licensed in Virginia as required by the Department of Professional and Occupational Regulation and, if incorporated, the State Corporation Commission. The architect or engineer in charge of each discipline shall be currently licensed in the Commonwealth of Virginia and shall affix his or her seal to those documents for which he or she is responsible.
16. **PRIME DESIGN PROFESSIONAL:** The Owner normally contracts with a single entity as "Prime Design Professional" to provide the project architectural and/or engineering services. The Prime Design Professional may have all necessary disciplines in-house or it may subcontract with consultants to provide services in some disciplines. The Prime Design Professional may be an architect, engineer, or an architect/engineer entity. For each project, the Owner determines which entity will best satisfy the Owner's requirements for providing services. Meeting schedule and budget limitations and managing the services to be provided on the particular project.
17. **PROFESSIONAL SERVICES:** The architectural, civil, structural, mechanical and electrical portions of the project shall be planned and designed by or under the immediate supervision of a licensed architect or engineer (A/E) who has expertise in the particular discipline involved. Where such licensed expertise is not available within the A/E of record or where the A/E chooses to subcontract a part of the Work, the A/E shall employ an associate or consulting Architectural or Engineering firm with the requisite expertise to provide the required services. The consultants, associates, or subcontractors proposed by the A/E during the selection process to be part of the A/E project team shall perform the Work as proposed. If circumstances require a change, the A/E shall advise the Owner of the proposed change, the reasons therefore, and the name and qualifications of the proposed replacements. The replacements must be acceptable to the Owner.

Associates, consultants or subcontractors proposed to be part of the A/E's project team shall be contracted by the A/E at the beginning of the Work and shall be active participants in all phases of the Work related to their discipline from beginning to end. The A/E shall be responsible to the Owner for the Work of all associates, consultants and subcontractors whether employees of the A/E or not, performed under the Contract.

18. **RELATIONSHIP OF ARCHITECT/ENGINEER TO OWNER:** Once the Contract for A/E services has been fully executed, the A/E shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the A/E. The A/E shall advise the Owner of changes necessary to keep the project within the prescribed area and cost limits.

Generally, the Owner will observe the procedure of issuing orders to the Contractor through the A/E or, if the A/E's construction period duties have been so modified, through the Owner's designated project representative. If the Owner issues orders directly to the Contractor, the A/E shall be copied on such orders.

19. **"DESIGN NOT TO EXCEED" COST AS RELATED TO A/E CONTRACT:** The Owner shall provide the A/E with a description of the project including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage and "Design not to exceed" construction budget. The A/E's contract requires that if the low bid exceeds the "Design-not-to-exceed" cost identified in the A/E Contract by more than 10%, any A/E revisions to the plans and specifications required to bring the cost of the project within the "Design-not-to-exceed" cost may be executed by the A/E at no additional cost to the Owner.

The A/E's cost estimates shall be to a level of detail commensurate with the current level of design. The A/E shall submit a cost estimate with each phase submittal. If the cost estimate indicates a potential problem in securing a bid within the "Design-not-to-exceed" cost, the A/E shall notify the Owner and shall work with the Owner to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the "Design-not-to-exceed" cost. Substantial changes in the project scope, such as those which affect the area or function of the proposed facility, must be justified by the A/E and may require approval of the Board of Supervisors.

20. **CODE AND REGULATORY COMPLIANCE:** The A/E is responsible for designing the project and administering the construction phase of the project in accordance with the Virginia Statewide Building Code (Code), and other regulatory requirements applicable to the project. Nothing contained herein shall be construed as relieving any A/E, professional design consultant, supplier or any other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the Owner in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under law, codes and professional practice as required in projects for the Owner. Lack of comment by the Owner does not relieve the A/E from designing to meet the Code requirements or applicable state regulations or local regulations related to water, sewer, fire department services, and other utilities.

If the correction of a Code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. The Owner will bear only costs attributable to actual Code or regulation-required enhancement of the project.

If the A/E believes that a Code or regulation is unclear as to meaning, he shall request a written opinion as to the applicable interpretation from the applicable regulatory agency, as appropriate, and the A/E shall be entitled to rely on the written opinion, if any, which he receives.

21. **DESIGN ERRORS AND/OR OMISSION AND A/E LIABILITY INSURANCE:** The A/E shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount not less than 5% of the estimated cost of construction of all Owner projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000. The A/E shall maintain this insurance in force after completion of the services under the Contract for a period of five years after completion of construction.

The Owner's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver by the Owner of any rights or any cause of action arising out of the Contract. The A/E shall be and remain liable to the Owner for all costs of any kind which are incurred by the Owner as a result of negligent acts, errors, or omissions on the part of the A/E including its subcontractors and consultants, in the performance of any of the services furnished.

The A/E shall be responsible for all costs resulting from its errors, omissions, and other breaches of the applicable standards of care established under Virginia law including, but not limited to, its own costs for labor and other in-house costs, any resulting Contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that is already in place, any Firm or Owner delay damages, and any judgments, fines or penalties against the Owner resulting from A/E errors, omissions, and other breaches of the applicable standards of care. However, the A/E shall not be responsible for the cost of the correct equipment or system which should have been originally specified, except the A/E shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order. For the purposes of determining the A/E's share of such costs for Work which has not yet been performed, the cost of Work performed by Contractor's Change Order shall generally be presumed to be 15% greater than if the Work had been included in the Contractor's Contract. The A/E shall have the burden of disproving this presumption.

The Owner shall actively pursue reimbursement of costs resulting from the A/E's errors, omissions, or breaches of the applicable standard of care. Upon determination that there may be A/E financial responsibility involved, the A/E shall be contacted by the Owner. The A/E shall be advised of the design deficiency, informed that it is the Owner's opinion that the A/E may be financially responsible, and requested to provide a technical solution to the problem, including cost estimate. Upon notification of potential liability, the A/E should coordinate with the Owner to determine required technical support and timing to minimize delay costs. Pending final decision by the Owner, the A/E will be invited to attend all price negotiations with the Contractor for the corrective work. The A/E shall participate as a non-voting technical advisor to the Owner's negotiator. If the A/E refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial construction and/or change order negotiations without the A/E.

22. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** Ownership of all materials and documentation including the original drawings and the Plans and Specifications and copies of any calculations and analyses prepared pursuant to the Contract between the Owner and the A/E, shall belong exclusively to the Owner. Such materials and documentation, whether completed or not, shall be the

property of the Owner whether the work for which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a bidder, offeror, or Firm in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of information Act, provided the bidder, offeror, or Firm invokes the protections of §2.2-4342, Code of Virginia, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and states the reason why the protection is necessary.

The A/E shall provide the following documents to the Owner at the completion of the A/E's work:

- Original sealed and signed drawings
- Original copy of the specifications
- Copy of analyses made the project
- Indexed copy of the calculations made by each discipline for the project
- The Owner copy of all shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project

The Owner has the right to use the project documents as a prototype to demonstrate scope, size, functional relationship, etc., to an A/E designing a similar project. The A/E for the original project design shall not be responsible or liable to the Owner for any such use of the documents.

The A/E for the similar project shall be responsible for providing a complete set of project and location-specific "Final Documents" with its seals and signatures which meet all applicable codes and standards in effect at the time those "Final Documents" are submitted.

23. **STANDARD PLANS:** Where the Owner has engaged the A/E to prepare "Standard Designs" and/or "Standard Plans" for structures such as picnic shelters, sheds, bath houses, single family residences, cabins, and utility buildings for the Owner to site adapt for use at various locations, the drawings for the Standard Plans shall show:

- The name of the Owner,
- The Title of the Standard Structure for which the design was developed
- The name of the A/E, and
- The seal and signature of the responsible licensed professional.

The Standard Plans shall also show the applicable codes, standards, loadings and design parameters used to develop the design.

Where the A/E has not been engaged to review the site adaption of the Standard Plans nor review the submittals or construction, the Owner, and not the A/E, shall be responsible for the proper site adaption and use of the Standard Plans. The A/E shall, however, be responsible for negligent acts, errors or omissions in the Standard Plans.

When the Work involves the site adaption of Standard Plans, the cover sheet for the project plans shall list the drawings included in the set of plans and shall differentiate between the Standard Plans and the "site-specific" site development, utility, and foundation drawings prepared by the A/E for that site. These site-specific drawings shall be sealed and signed by the responsible licensed A/E.

24. **REQUIREMENTS FOR A/E SEALS AND SIGNATURES:** General: The seal and signature of the licensed Professional Engineer, Architect or Certified Landscape Architect on the drawings provides notice to the public the drawings are complete and that the professional has exercised complete direction and control over the work to which the seal or signature is affixed. All plans and specifications for building projects designed for the Owner must bear the seal and signature of the responsible licensed professional.

Each drawing to be reproduced shall show:

- The name of the A/E,
- The Project Title
- The Project location
- The Project number (RFP number)
- The Drawing/Sheet Title
- The Drawing/Sheet number
- The seal and signature of the responsible licensed professional, and
- The uniform date of the completed documents.

The Title sheet drawing(s) shall also have:

- The Index of Drawings
- The Project VUSBC data
- The Seal and Signature of the A/E Principal in Charge of the project, and
- The uniform date of the completed documents
- (A/E may also require the seal and signature of a principal of its consultants).

The Specifications Table of Contents shall have:

- The Seal and Signature of the A/E Principal in charge of the project
- The uniform date of the completed documents, and
- The listing of specifications sections included for the project.
- (A/E may also require the seal and signature of a principal of its consultants).

“Working Drawing Sets” submitted to the Owner for review are expected to be complete documents ready for bidding. All drawings except the cover sheet shall bear the seal of the responsible licensed professional. The Cover Sheet shall show a complete list of the Drawings in the set, but a seal and signature are not required at this submission.

“Final Documents” are completed documents ready for bidding and include all corrections required by the Owner review. Each sheet of the drawings reproduced in the bid documents, including the cover sheet, shall bear the seal and signature of the responsible licensed professional and a uniform document date. The original cover sheet without seal and signature shall be reproduced and attached to copies of the other drawings in the set. Each cover sheet print shall then be sealed, signed and dated with original seals and signatures.

“Addendum” to the Final Documents: The first sheet of each and every Addendum issued to bidders shall show the number of pages in the Addendum and shall list any attached sketches, drawings or other material included in the Addendum. In addition, the first sheet of each and every Addendum shall bear the name of the project, the project number, the date and the seal and signature of the responsible licensed professional.

25. **SUBCONTRACTS:** No portion of the A/E professional services shall be subcontracted without prior written consent of the Owner. Consultants proposed by the A/E during the selection and fee negotiation phases are assumed to be acceptable to the Owner unless the Owner notes otherwise during those phases. In the event that the A/E desires to subcontract some part of the Work required by the Contract to a consultant or subcontractor not previously approved, the A/E shall furnish the Owner names, qualifications and experience of the proposed consultants. The A/E shall, however, remain fully liable and responsible for all Work performed by his consultants and subcontractors and shall assure that their Work complies with all requirements of the A/E’s Contract.
26. **DESIGN OF SECURITY SYSTEMS:** Any Bidder/Offeror for the installation, service, maintenance, or design of security equipment or any central station alarm condition monitoring service shall be licensed by the Department of Criminal Justice Services pursuant to §9-183, Code of Virginia. An A/E proposing to provide any of these services with its own staff shall be exempt from the DCJS licensing requirement if properly licensed by the APELSLA Board (§9-183.2; Code of Virginia). If the A/E proposes to have the security system designed by a subcontractor/consultant, such entity shall be properly licensed as required by §9-183, Code of Virginia.

Any projects designed by the A/E which have such security systems shall include the licensing requirements of §9-183, Code of Virginia, in the specifications and the requirement that the successful bidder shall provide documentation within five (5) calendar days of bid opening that the entity (Contractor or subcontractor) performing the security system work possesses the proper license.

AWARD

27. **AWARD OR REJECTION OF BIDS:** Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Owner reserves the right to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the proposal if an Offeror is deemed to be a non-responsible Offeror.
28. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, award results may be viewed at the Bedford County website at <https://www.bedfordcountyyva.gov/about-bedford/administration/procurement/rfp>
29. **QUALIFICATIONS OF OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the service(s) and the Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding the Offeror’s capabilities. The Owner further reserves the right to reject any proposal if the evidence submitted by or investigations of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the service(s) contemplated therein.

CONTRACT PROVISIONS

30. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, exclusive of its conflicts-of-laws rules, and any litigation with respect thereto shall be brought in the General District or Circuit Court of Bedford County, Virginia. The Firm shall comply with applicable federal, state and local laws and regulations.
31. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
32. **ANTI-TRUST:** By entering into a contract, the Firm conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Bedford County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
33. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 1. Invoices for items/services ordered, delivered/performed, and accepted shall be submitted by the Firm directly to the payment address shown on the task order. All invoices shall reference the contract, task order, and any federal employer identification number.
 2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. Any payment made by the Firm to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
34. **PAYMENT TO SUBCONTRACTORS:** A Firm awarded a contract under this solicitation is hereby obligated:
1. To pay the subcontractor(s) within seven (7) days of the Firm's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the Owner and the subcontractor(s), in writing, of the Firm's intention to withhold payment and the reason. The Firm is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Firm that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Firm's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
35. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Firm in whole or in part without the written consent of the Owner.
36. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
37. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

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

- A. During the performance of this contract, the Firm agrees as follows:
1. The Firm 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 Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm 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 Firm 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.
38. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Firm directly to the payment address shown on the task order. All invoices shall show the RFP number and/or task order number.
39. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. The parties may agree to a written modification of the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. The Owner may order changes within the general scope of the contract at any time by written notice to the Firm. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Firm shall comply with the notice upon receipt. The Firm shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Firm accounts for the number of units of work performed, subject to the Owner's right to audit the Firm's records and/or determine the correct number of units independently; or
 3. By ordering the Firm to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Firm shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Firm as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Owner within thirty (30) days from the date of receipt of the written order from the Owner. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the

procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Firm from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

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

40. **INDEMNIFICATION:** Firm shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Firm or his or her employees, or that of the sub Firm or his or her employees, if any; and the Firm shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Firm shall, at his or her own expenses, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
41. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Firm agrees to (i) provide a drug-free workplace for the Firm'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 Firm'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 Firm that the Firm 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 Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

42. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- A. Termination for Convenience: The Owner may terminate the Contract in whole or in part for convenience by delivering to A/E a written notice of termination specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the A/E must stop Work, including but not limited to Work performed by subcontractors and consultants, at such time and to the extent specified in the notice. If the Contract is terminated for convenience, the A/E shall be entitled to those fees earned for Work performed in accordance with the Contract prior to the notice of termination. Thereafter, the A/E shall be entitled to any fees earned for work not terminated but shall not be entitled to lost profits for the portions of the Contract which were terminated. The A/E will be compensated for reasonable costs or expenses for delivery to the Owner of the products of the services for which the A/E has or will receive compensation.
- B. Termination for Cause: If the A/E should substantially breach the Contract or fail to perform the services, or any portion thereof, required by the Contract, the Owner may terminate the Contract for cause by giving written notice as set forth above or may give the A/E a stated period of time within which to remedy its breach of contract. If the A/E shall fail to remedy the breach within the time allotted by the Owner, the Contract may be terminated by the Owner at any time thereafter upon written notice, effective immediately upon receipt. The Owner's forbearance in not terminating the Contract shall not constitute a waiver of the Owner's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the A/E shall be responsible for all damages incurred by the Owner as a result of the A/E's breach of Contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement A/E to fulfill the obligations of the Contract. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
- D. Delivery of Materials: Any termination shall not relieve the A/E of the obligation to deliver to the Owner all products of the services for which the A/E has been or will be compensated, including, but not limited to; the original drawings and specifications, copies of CADD diskettes or tapes, calculations, and analyses. Unless otherwise agreed to in writing, the A/E shall deliver the materials to the Owner within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of Contract.
- E. Compensation Due the A/E: When the A/E is terminated for convenience, the following method shall be utilized in computing amounts due the A/E for services prior to termination:
- If terminated at the completion of a design phase or the bidding phase, the amount due shall be the cumulative total of the fees for the phases completed according to the Contract.
 - If terminated prior to completion of a design phase or the bidding phase, the amount due shall be the sum of the previously completed phase fees plus a negotiated amount based on the portion of services provided for the phase not completed.
 - If terminated during the construction phase, the total amount earned shall be the sum of the previously completed design phase and bidding phase fees plus a negotiated amount based on the portion of the construction period services provided through the notice of termination.

- Payment for Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.
- Payment for the Reimbursable Expenses shall be based on approved reimbursable expenses incurred up through the notice of termination.

The A/E shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last Work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Owner.

43. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or Firm in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or Firm must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
44. **AUDIT:** The A/E, by signing the Contract, agrees to retain all books, records, and other documents relative to the Contract for five (5) years after final payment, or until audited by the Owner, whichever is sooner. The Owner, its authorized agents, and/or State auditors shall have full access to and the right to examine any of the materials during said period.
45. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
46. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

OFFEROR/FIRM REMEDIES

47. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror who desires to protest the award or decision to award a contract, by Bedford County, shall submit such protest in writing to the County Administrator no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
48. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator (no later than sixty (60) days after final payment; however, written notice of the Firm'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. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by Bedford County Board of Supervisors within sixty (60) days after submittal of the claim. The Firm may not institute legal action prior to receipt of the Board of Supervisor's decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisors shall be final and conclusive unless the Firm within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Firm being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors fail to render a decision within sixty (60) days after submittal of the claim, the Firm may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

EXHIBITS

DO NOT COMPLETE OR RETURN EXHIBITS WITH YOUR PROPOSAL.

A sample Contract is provided as an Exhibit.

The sample Contract references two, yet-to-be-created exhibits:

1. The Offeror's Proposal
2. Negotiated Changes to the Proposal

Additional exhibits as applicable to the RFP document and/or the resultant contract include:

3. Certification of Compliance with Immigration Laws and Regulations
4. Insurance Requirements and sample endorsements

SAMPLE CONTRACT/AGREEMENT

To be completed by the Offeror(s) selected for contract award(s). This form is not required to be completed at the time of Proposal submission]

CONTRACT FOR Design Services for Sheriff's Office/911 Expansion and a new Social Services Building

THIS CONTRACT is made effective this ___ day of _____, 2024 by and between the **County of Bedford, Virginia**, acting by and through the County Administrator, hereinafter referred to as the "**County**," and [_____] or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the Architect, collectively, "the parties".

WHEREAS, in response to the County's Request For Proposals (RFP) #2025-18 entitled Design Services for Sheriff's Office/911 Expansion and a new Social Services Building, the Architect has submitted a timely Proposal to provide services as described in its sealed Proposal (**Exhibit 1**), and the County desires to contract with the Architect to provide the services; and

WHEREAS the parties have mutually agreed to negotiated changes to the initial Proposal; and

WHEREAS, in consideration of the payments to be made by the County of Bedford, and other good and valuable consideration, the parties covenant and agree as follows:

1. **Statement of Work.** The Architect shall provide the services in accordance with the provisions of this Contract, to include and incorporate by reference all terms and conditions and other stated requirements of the County's RFP inclusive of addenda, and the Exhibits identified below and attached to this Contract.
 - Exhibit 1: Offeror's Proposal
 - Exhibit 2: Negotiated Changes to the Proposal
2. **Payment.** Unless otherwise stated in Exhibit 2, the County shall pay the Architect for goods/services rendered in the amount(s) as identified in the Consultant's Proposal, and Invoice Payment Terms shall be Net 30 after receipt of proper invoice for services rendered.
3. **Performance Period.** The Architect shall commence work on (DATE) and complete work/provide all deliverables within ___ calendar days after receipt of Notice to Proceed.
4. **Independent Contractor.** Architect is an independent contractor, and its employees shall not be classified as County employees and shall not claim nor receive any County employee benefits (such as worker's compensation, accident, or health insurance, etc.).
5. **Non-exclusive.** This Contract is non-exclusive. County may contract with other entities for the same or similar services without liability or obligation to Architect.
6. **Certification of Compliance with Immigration Laws and Regulations.** As specified and agreed in Architect's Proposal response, Architect certifies compliance with Immigration Laws and Regulations, in accordance with Exhibit 3.
7. **Insurance.** The Architect shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation in accordance Exhibit 4.
8. **Amendments/Modifications.** The parties may amend this Contract at any time, in writing, by my mutual agreement. The County Administrator or his designee may execute such amendments on behalf of the County.
9. **Suspension or Termination.** The County may terminate this Contract for convenience or cause as specified in the RFP.
10. **Required Notifications.** Architect shall immediately notify the County in case of emergency, injury to persons, or damage to equipment or property.
11. **Notices.** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other

written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

Architect:

Name
Address

County:

Name
Address

12. **Terms and Conditions.** Except as may otherwise be stated above, all requirements, terms, and conditions of the County's RFP; and as may otherwise be included as an Exhibit to this Contract shall apply to the Contract.
15. **Indemnification/Hold Harmless.** Consultant shall bear all loss, expense (including reasonable investigative and attorney's fees) and damage arising out of the performance of this Agreement and shall indemnify the County of Bedford, Virginia, its officers and employees against and save the County of Bedford, Virginia, its officers and employees harmless from damages incurred by and judgments made or recovered against the County of Bedford, Virginia because of bodily injuries, sexual abuse and molestation, personal injuries, including death, at any time resulting therefrom and/or because of damage to property, arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Consultant or any of the Consultant's officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant in the performance of this Agreement.

The Consultant, its officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant, guarantees agrees to save the County of Bedford, Virginia, its officers and employees harmless from liability of any nature or kind and damages, for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the Agreement, or of which the Consultant is not the patentee, assignee or licensee.

Should Consultant, its officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant, use any of the County of Bedford, Virginia's personal property, including but not limited to all equipment, lawn and garden tools, tools of any nature, furniture and fixtures, improvement and betterments; employees; or facilities, such will be gratuitous and Consultant shall release the County of Bedford, Virginia, its officers and employees from and indemnify and save harmless the County of Bedford, Virginia, its officers and employees from and against any claims for bodily injury, personal injury, including death, and property damage (real or personal), from any cause whatsoever; all such but only to the extent arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Consultant or any of the Consultant's officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant in the use of any such personal property, including but not limited to all equipment, lawn and garden tools, tools of any nature, furniture and fixtures, improvements and betterments; employees; or facilities in the performance of this Agreement.

This indemnification and hold harmless includes, but is not limited to, adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the County of Bedford, Virginia arising out of the wrongful acts, errors, omissions, negligence, fraudulent or criminal acts of the Consultant or any of the Consultant's officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant. This paragraph shall survive the termination of this Agreement, including any renewal or extension thereof. The provisions of this paragraph shall be separate from and in addition to insurance coverage otherwise specified by the Owner and are not meant to be co-extensive with said required insurance coverage.

17. **Severability**: If any provision of the Contract resulting from this Request For Proposals or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
18. **Headings**: The headings used in this solicitation and any resulting contract are for convenience only and are not to be construed to have legal significance.

SIGNATURES ON FOLLOWING PAGE

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

Architect

Name of (Vendor) [or] (Consultant)

BY _____

Print or Type Name

TITLE _____

COUNTY OF BEDFORD, VIRGINIA

BY _____

Print or Type Name

TITLE _____

County Attorney Use Only APPROVED AS TO FORM	

_____	_____
County Attorney	Date

**(SAMPLE CONTRACT)
EXHIBIT 1
OFFEROR'S PROPOSAL**

(A copy of the Offeror's Proposal is inserted here)

**(SAMPLE CONTRACT)
EXHIBIT 2
NEGOTIATED CHANGES TO OFFEROR'S PROPOSAL**

(The negotiated changes to the Offeror's Proposal is inserted here)

**(SAMPLE CONTRACT)
EXHIBIT 3
CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS**

(A signed copy of Exhibit 3 is inserted here)

**(SAMPLE CONTRACT)
EXHIBIT 4
INSURANCE**

(The Insurance Requirements as listed in the RFP's Exhibit 4 are inserted here)

EXHIBIT 3

Certification of Compliance with Immigration Laws and Regulations

Section 2.2-4311.1 of the Code of Virginia requires every public body to provide in every written contract that the Consultant does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

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

Type or print legibly when completing this form.

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

Type of Business Entity:

Sole proprietorship *(Provide full name and address of owner).*

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

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

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

Corporation *(Provide full name and address of all officers).*

Doing Business As:

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

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address):

Number of Employees: _____

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

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

Sworn this ____ day of _____, 20__ on behalf of _____ as evidenced by the following signature and seal:

Name of Architect: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

NOTORIZATION:

STATE: _____, CITY _____ COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me

this _____ day of _____, 20__

by _____
(Name of person making acknowledgment)

Notary Public's signature: _____

Notary registration Number: _____

My commission expires: _____

Notary Seal

**EXHIBIT 4
INSURANCE**

The Architect shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation.

DOCUMENTS ARE TO INCLUDE THE REQUIRED STATEMENT:

“The County of Bedford, Virginia, its officers, agents and employees are additional insured on a primary and non-contributory basis.”

Architect shall provide and maintain the following required insurance coverages from an insurer licensed to do business in Virginia and with a Best rating of A-VII or better, including the assumption of the cost of any applicable deductible or self-insured retention, for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation.

A. **Commercial General Liability** per CG0001 or equivalent including:

1. Broad Form Contractual Liability; and,
2. Products and Completed Operations to be maintained for 2 years after final completion of the Project; and,
3. Additional insured coverage: **The County of Bedford, Virginia, its agents, officers, employees are additional insured on a primary and non-contributory basis with endorsement CG2010 1185 or its equivalent as deemed to be by Owner. The Policy Number shall be printed and shown on the Certificate of Insurance and all endorsements.**

Additional insured insurance language shall not limit Additional insured status to the liability of the Vendor/Consultant/Contractor. The County of Bedford, Virginia, its officers, agents and employees, shall be named an additional insured on a primary and non-contributory basis with respect to liability arising out of Vendor/Consultant/Contractor’s ongoing operations and with respect to liability arising out of Vendor/Consultant/Contractor’s work performed under this Contract, and included in the products-completed operations hazard.

If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, including any guarantee period.

B. **Commercial Automobile Liability** insuring all owned, hired, and non-owned vehicles per ISO form CA0001 or equivalent, including Pollution Liability resulting from collision or overturn.

C. **Workers’ Compensation** using the applicable state or federal statutes with Employers Liability.

The Vendor/Consultant/Contractor shall provide a certificate of insurance including the relevant endorsements evidencing the additional insured terms stated herein. Further, the certificate will provide that if the insurance is cancelled or non-renewed, the insurer will provide 30 days’ prior notice to the County of Bedford, Virginia.

Nothing within these insurance requirements shall limit the Vendor/Consultant/Contractor’s liability under this Contract.

The County of Bedford, Virginia shall retain status of an additional insured under self-insured arrangements to the extent insured by the CG0001 Commercial General Liability policy.

The provisions of this paragraph shall be deemed included in the Contract as if fully set out therein.

THIRD PARTY LIABILITY INSURANCE

Third-Party Liability, Personal or Business Automobile Liability, Workers' Compensation Insurance, Excess Liability, and Professional Liability insurance will be placed with insurance carriers authorized to conduct business within the Commonwealth of Virginia with at least an A.M. Best Rating "A-XII" during the entire term of this Professional Services agreement via a Commercial General Liability, Business/Personal Auto Policy, a Workers' Compensation insurance policy, an Excess Third Party Liability insurance contract, and a Professional Liability insurance policy as approved for use by the Commonwealth of Virginia's Bureau of Insurance and is acceptable to the County during the entire term of this contract.

A Business Owners Policy is appropriate to provide the Commercial General Liability and any other coverage that can qualify for the BOP policy.

An Excess/Surplus Lines insurance company, Lloyds London, or a special association insurance program for the Professional Services insurance on a "Claims Made" basis is acceptable for the Professional Liability requirements.

If the Professional Liability is on a "claims made" basis, the coverage will either 1) start on the first day of this contract or 2) have the existing "claims made" Professional Liability policy continue. Either way, the "claims made" coverage will remain in force during the life of this contract and then continue for at least two (2) years after the work has been completed and accepted by the Board.

Certificates of Insurance are to be provided to the Owner no later than thirty-days (30) prior to the start of any work by the Professional Services individual or company. A thirty-day (30) notice of cancellation, reduction in coverage, changes in any terms, conditions, limits, deductibles, retentions, etc. applicable to the insurance program will be provided to the Owner as they may occur during the term of this contract.

Underwriters are to use the ISO or individual insurance company CGL approved forms that meet or exceed our RFP's Additional Insured and Primary Noncontributory requirements as follows:

1. Primary and Noncontributory-Other Insurance Condition
2. Additional Insured-Owners, Lessees, or Scheduled Person or Organization
3. Completed Operations – Additional Insured

Policy endorsements can be a combination of the following:

- CG 20-10-11/85
- CG 20-37-10/01
- CG 20 33 04/13
- CG 20-10-10/01
- CG 20-37-10/01
- CG 20 33 04/13
- CG 20 10 04/13
- CG 20 37 04/13
- CG 20 33 04/13

Copies of the endorsements that will be used are to be included in your response to our RFP.

If a Business Owners Policy or another carrier's special wording within their CGL coverage form or specific endorsement numbers applicable to that insurance carrier only, the part of the policy that grants the Owner the same protection as afforded by the endorsements above will be provided and so noted in the Description Box of the Certificate of Insurance.

A. Certificates of Insurance (COI) will include:

1. Agency or Producer Information
2. Insured Information
3. Contact name, phone number and email address of person creating the COI
4. Insurers Providing Coverage and their NAIC number
5. Type of Insurance being provided via a Letter in the COI for each coverage provided
6. A Certificate Number
7. Additional Insured boxes noted with a "Y" for the Commercial General Liability
8. Subrogation Waiver boxes noted with a "Y" for the Commercial General Liability and Auto Liability
9. "N" in the Excluded Box for Workers Compensation
10. The Umbrella or Excess Liability may be on a "following form" basis
11. Professional Liability insurance coverages described in the empty box under the Workers Compensation section of the COI
12. A Description of the Operations including the RFP name and number, the Additional Insured and Waiver of Subrogation endorsements or pages from the CGL coverages so noting the existence of both endorsement wordings
13. The Description of Operations will include the Additional Insured wording as requested on behalf of the County
14. All coverage information included in the COI for all coverages will be included in the Description of Operations box as necessary
15. Attachment of the Additional Insured and the Waiver of Subrogation endorsements completed to include the correct wording for the County as required

ACORD Certificates of Insurance that are currently being utilized within the Commonwealth of Virginia are to be sent to the County's Purchasing Department within thirty (30) days of the start of the work and then thirty (30) days prior to the individual insurance policies renewal dates for each year of the project and then for two years following the acceptance of the services by the Owner.

If the insurance company has their own Certificates of Insurance other than the ACORD form, the COI will include all the data and requirements included in the Insurance Service Office's approved ACORD COI along with the endorsement or policy pages attachments.

The ACORD Certificate of Insurance will illustrate the basic information and include the Project Name, Project Number, and any other information within the Description of Operations remarks section to clarify the service's name and RFP number. The name of the individual creating the Certificate of Insurance along with their telephone number and email address will be included on all Certificates of Insurance as required above.

The minimum limits will be as follows:

Commercial General Liability

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (Any One Fire)	\$50,000
Medical Expense Limit (Any One Person)	\$5,000
Hold Harmless Agreement	
Waiver of Subrogation	
County as an Additional Insured	

Business/Personal Automobile Liability

Liability	\$1,000,000
Non-Owned Autos and Hired Autos	\$1,000,000

Workers' Compensation and Employers Liability

Workers' Compensation	Virginia Statutory Benefits
Employers Liability	\$500/\$500/\$500,000 or Amount Necessary for Excess Liability Underwriters

Retroactive Date Coverage Begins if on a "Claims Made" Basis and continued two years after the work has been completed and accepted by the Owner.

County of Bedford, Virginia is to be included as an Additional Insured

In interpreting this section, the definitions found in § 8.01-581.15: Limitation on recovery in certain medical malpractice actions will apply based on the following schedule and any future changes by the Virginia House of Delegates:

July 1, 2022, through June 30, 2023	\$2.55 million
July 1, 2023, through June 30, 2024	\$2.60 million
July 1, 2024, through June 30, 2025	\$2.65 million
July 1, 2025, through June 30, 2026	\$2.70 million
July 1, 2026, through June 30, 2027	\$2.75 million
July 1, 2027, through June 30, 2028	\$2.80 million
July 1, 2028, through June 30, 2029	\$2.85 million
July 1, 2029, through June 30, 2030	\$2.90 million
July 1, 2030, through June 30, 2031	\$2.95 million
July 1, 2031, and after	\$3.00 million

The contractor will research the need for Medical Malpractice coverage within the Virginia statutes and if their services fall within those defined boundaries then the above limits must be provided.

If the contractor finds that the services do not fall within the Virginia statutes a letter so stating this position is to be sent to the County's Procurement Manager to be made part of the contractor's file.

SUBMITTAL DOCUMENTS

- Form A: Proposal Form
(Include responses to all sections)

1. **BASIS OF PROPOSAL:** In submitting a proposal, the undersigned agrees and acknowledges that the proposal is made in accordance with the provisions and requirements, terms and conditions, exhibits, attachments, and addenda of RFP #2025-18.

Offeror acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request For Proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

2. **DEBARMENT/SUSPENSION:** By submitting a proposal, unless stated in the “Exceptions” section below, the Offeror certifies that they are not currently debarred or suspended by a local, state, or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Offeror from award of a contract.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

3. **ANTI-COLLUSION CERTIFICATION:** The undersigned certifies that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same product and that this Proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive activity is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

4. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

Virginia State Corporation Commission (“SCC”) registration information: The undersigned firm:

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 firm 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 firm's out-of-state location), OR

- Is an out-of-state business entity that is including with this Proposal an opinion of legal counsel which accurately and completely discloses the undersigned firm's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of Section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia, OR
- Currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the firm to submit the SCC identification number after the due date for Proposals (The County reserves the right to determine in its sole discretion whether to allow such waiver).

Note: The "Firm Name" as submitted in response to this solicitation should **exactly** match the name registered with the state for the above specified SCC identification number. Inconsistencies may result in rejection of your submittal.

5. **DELIVERY:** Offerors MUST insert a definitive time frame IN CALENDAR DAYS, within which delivery will be made after receipt of order (ARO). Delivery in _____ days.

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

6. **PAYMENT TERMS:** Net 30 Days.

7. **AUTHORIZATION TO UTILIZE DIGITAL SIGNATURES**

By signing below with an original signature and returning this document with your response in accordance with this solicitation's submittal requirements, you agree that original signatures transmitted and received via facsimile, email or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. An Agreement or other communications resultant from this solicitation may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

(This form must be signed. All signatures must be original and not photocopies.)

8. **PROPOSAL AUTHORIZATION**

In accordance with the terms and conditions, requirements, and scope of work/specifications of this Request For Proposals, the undersigned agrees to furnish any or all of the items and/or services. The undersigned acknowledges that its Proposal offer is valid for a period of 120 days from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the Request For Proposals, and is authorized to contract on behalf of firm named below.

This form must be signed by an authorized person of the firm. If the firm is a partnership, the signature of at least one of the partners must sign, using the term “member of the firm” or “general partner”. If the firm is an LLC, the form must be signed by a “member”, or by the “manager” if the LLC is manager-led. If the firm is a corporation, then the signatory must be listed by the SCC as an officer of the firm, except that an authorized employee may sign if a notarized Resolution of the Board of Directors of the firm states that the signatory is authorized in the name of and on behalf of the corporation to sign this Proposal offer and any resulting contract (Resolution should be included with the Proposal submittal; see attached). Please note that for the resultant contract, the County will require a resolution or some indication of authority for a signature by anyone other than the President or a Vice President.

All signatures must be original and not photocopies.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

The following form is to be completed and returned with the Proposal only when applicable, per preceding section "Proposal Authorization" requirements stated above.

RESOLUTION OF THE BOARD OF DIRECTORS OF

(Insert Name of Corporation)

At a meeting of the Board of Directors of the corporation held pursuant to due notice in the offices of the corporation at _____, on the _____ at _____,
City, State Date Time*
a quorum being then and there present, the following resolution was proposed and adopted:

RESOLVED that _____
Name of authorized individual

shall be authorized in the name of and on behalf of the corporation to execute a Proposal in response to COUNTY OF BEDFORD, VIRGINIA (COUNTY) RFP No. 2025-18, titled Design Services for Sheriff's Office/911 Expansion and a new Social Services Building and any resultant agreement between

(Insert Name of Corporation)

and COUNTY OF BEDFORD, VIRGINIA (COUNTY) for goods and/or services as provided for in the above specified COUNTY RFP and to execute any and all documents required by said COUNTY in connection therewith or necessitated thereby;

BE IT FURTHER RESOLVED that a Staff Member of the corporation be and hereby is authorized to affix and attest the corporation's seal to said agreement and any and all such other documents; and any and all actions heretofore taken by the corporation and/or its officers or agents or any of them with respect to the foregoing are hereby approved, ratified and confirmed.

*NOTE: Date of above meeting must not be earlier than date of applicable agreement.

----- CERTIFICATE -----

I, the undersigned,

Staff Member Name

of _____
Name of Corporation

do hereby certify that the foregoing Resolution was adopted at the meeting aforesaid, conducted pursuant to due and lawful notice to all members of the Board of Directors of the corporation and in accordance with law and the articles of incorporation and bylaws of the corporation, at which meeting a quorum was at all times present. I also certify that said Resolution has not been amended, modified, or rescinded and is still in effect. I further certify that

Name of authorized individual

whose name is signed to the document or documents described in the Resolution, did lawfully hold employment with the corporation on the date of execution of such document or documents.

Staff Member Signature

NOTORIZATION:

STATE: _____, CITY/COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me

this _____ day of _____, 20_____

by _____
(Name of Person seeking acknowledgment)

Notary Public's signature: _____

Notary registration Number: _____

Notary Seal

My commission expires: _____

9. CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

If as a result of this solicitation the Offeror is awarded a contract, he/she will be required to sign the CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS form (see Exhibits), which includes provisions that the Contractor does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

By signing below, you agree to the requirements of the Exhibit entitled CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

11. **SMALL, WOMEN-OWNED, MINORITY, AND SERVICE DISABLED**

It is an important business objective of the County to promote the economic enhancement of small businesses (SBE), women-owned businesses (WBE), minority businesses (MBE), and service-disabled veteran-owned small business (SDV), collectively known as SWAM.

If you are a SWAM firm, please check one of the following boxes:

SBE WBE MBE SDV

OFFEROR/OFFEROR'S RESPONSIBILITIES:

- A. **Affirmative Steps:** Proposers/Offerors shall take affirmative steps Proposals/proposals to encourage participation in projects by SWAM firms. Such efforts may include, but are not limited to: the establishment and maintenance of a current solicitation list of small, women-owned, minority, and service disabled veteran recruitment sources, and assure SWAM firms are solicited once they are identified; when feasible, segmenting total work requirements to permit maximum SWAM participation, and establish delivery schedules to encourage SWAM participation; and assuring that SWAM firms are solicited whenever they are potential sources of goods or services, including using the services and assistance of the Small Business Administration (SBA) and the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (DSBSD).

- B. In the spaces below, report the anticipated SWAM firms that you intend to subcontract with if a contract is awarded to your firm. ***This information may be submitted with their Proposal/proposal or prior to award.***

Company Name:

**Work to be subcontracted to
SWAM firms**

_____	_____
_____	_____
_____	_____
_____	_____

12.

REFERENCE PAGE
MUST BE FOR EQUIVALENT SERVICES

Reference 1

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 2

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 3

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

The Owner reserves the right to conduct additional reference checks.

13. PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by a Offeror or Consultant in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Consultant must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices. (Section 2.2-4342(F)(c) of the Code of Virginia).

Please mark one:

- No**, the Proposal does not contain any trade secrets and/or proprietary information.
- Yes**, the Proposal does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the Proposal (i.e. CD or Thumb Drive) with the Original paper Proposal if proprietary information is contained in the Proposal.**

14.

INSURANCE CARRIER ACKNOWLEDGEMENT

In order for the Offeror’s Proposal to be considered, the form below shall be completed by a representative of the Offeror’s insurer and shall be returned with the Offeror’s response to this Solicitation. Failure to provide the completed form may result in a determination that the Proposal is ineligible for award. This form is to be duplicated for additional insurance placements if through other insurance agents, direct writers, or an approved Virginia workers’ compensation pool in order to have all insurance policies accounted for.

The undersigned represents that the insurance requirements specified in “**Exhibit 4**” of this Solicitation are understood, and requirements including the specified forms, can be provided to the County upon the Offeror’s payment of applicable insurance premiums, should the Offeror be awarded a contract as a result of this Solicitation.

Insured’s Name (the Offeror): _____

Insurance Representative’s printed name: _____

Insurance Representative’s signature: _____

Insurance Representative’s Title: _____

Insurance Representative’s Phone Number: _____

Insurance Representative’s e-mail: _____

Insurance Representative’s Office Address:

Note: Providing the above information does not create an obligation between the Insurance Representative and The County of Bedford, Virginia. Its sole purpose is to validate the Offeror has reviewed the insurance requirements with the Insurance Representative, prior to the submission of a Proposal by the Offeror, and if the Offeror is awarded a contract and pays appropriate insurance premiums; that you can provide the coverage and County required forms.

Alternate Employer Endorsement (WC 00 03 01 A),
AND either the single form, CG 20 10 11 85 **OR** CG 20 10 10 01.

The Name of the Person of Organization of the forms shall be as follows:

The Certificate of Insurance, accompanied with all subsequent endorsements shall include and designate “**The County of Bedford, Virginia, its officers, agents and employees as additional insured on a primary and non-contributory basis**”. The Policy Number shall be printed and shown on the Certificate of Insurance and each additional endorsement.