REQUEST FOR QUALIFICATIONS
PROPOSAL
(RFP)

Issue Date: September 5, 2019

RFP# 2020-10163-30

Title: Design Services - Courts Complex Addition and Renovations

Issuing Agency: County of Albemarle
Purchasing Office
401 McIntire Road, Room 248
Charlottesville, VA 22902

Period of Contract: From December 19, 2019, Through March 7, 2026

Sealed Proposals will be received until 3:00 p.m. on Wednesday, October 16, 2019, for furnishing the services described herein. Proposals received after the announced time and date for receipt will remain unopened. No telephoned, faxed, or emailed proposals will be considered.

The face of the envelope or shipping container shall be clearly marked in the lower left-hand corner as follows:

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<td>PROPOSAL DUE: 3:00pm on Wednesday, October 16, 2019</td>
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All Inquiries for Information Should be Submitted in Writing and Be Directed To: Sharon Cash, Buyer II, at scash2@albemarle.org or by Fax: (434) 972-4006.

PROPOSALS MUST BE SHIPPED/MAILED, OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE.

PRE-PROPOSAL CONFERENCE: An optional preproposal conference will be held on Thursday, September 19, 2019, from 1:00 PM to 2:30 PM at the County Office Building, 401 McIntire Road, Charlottesville, VA 22902, Room 235, with a facility tour from 2:45 PM to 4:00 PM. If special ADA accommodations are needed, please contact Sharon Cash at (434) 296-5854, Ext. 3135, by close of business on Monday, September 16, 2019.

In compliance with this request for proposal and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address Of Firm:

_____________________________________________ Date:   ________________________________________

_____________________________________________ By:     _________________________________________

__________________________Zip Code:___________             (Signature In Ink)

Telephone Number: (___)________________________ Name:  ________________________________________

Fax Number: (___) ____________________________             (Please Print)

E-mail Address: ________________________________ Title:  _________________________________________

Virginia Contractor License No. _____________________ I have the authority to bind the corporation.

Class: ________ Specialty Codes: ________________
SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS: YES; NO

This public body does not discriminate against faith-based organizations in accordance with the Virginia Code § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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(5/2019)
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I. PURPOSE: The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiation for the purchase of Professional Design A/E Services by the County of Albemarle for the Courts Complex Addition and Renovations project.

II. BACKGROUND / GOALS: Albemarle County will begin the design and construction process to demolish an existing 3-story office addition, replace with a new addition to the existing historic Levy Opera House, renovate the existing Levy Opera House, and renovate the existing historic Albemarle County courthouse in Charlottesville, Virginia. The project would also include site work that would provide a direct visual link and pedestrian connectivity between the public entrance of the General District Court and the renovated Circuit Court. The Levy Opera House and site is located at 350 Park Street in Charlottesville and the historic Circuit Court is located at 501 East Jefferson Street, Charlottesville, VA.

In the first phase of work, a multi-story addition with an underground level for sally-port and secure parking, will be constructed and connected to the Opera House. This building will accommodate court sets for one (1) City, two (2) County General District Courts, and (1) shell space for future courts operations. This will also house the Clerk operations for the City and County. The existing Levy Opera House will be also be renovated to accommodate the Albemarle County Commonwealth Attorney's offices. An estimated 58,850 square feet will be included in this first phase of construction and renovation. The second phase of work will include the renovations to the Circuit Court and Circuit Court Clerk’s operations at the current historic courthouse. This renovation and construction will encompass an estimated 32,034 square feet.

The General District Court (Phase I) and Circuit Court (Phase II) phases will be bid separately as individual construction projects.

The renovations and addition will be designed to function for a 21st century judicial system with modern design features that will enhance safety and security for the public, defendants, Courts related staff and Judges while maintaining the historic characteristics of these iconic buildings. The design will include environmentally sustainable selections of materials and equipment, as well as design / construction methods intended to limit the greenhouse gas emissions footprint of the buildings to the greatest extent practicable. Key design concerns in the courtrooms include separate circulation patterns for public, prisoners, and judiciary members. Special attention to acoustic and lighting levels; balancing information technology and audio-visual systems design with the need for highly aesthetic spaces.

Numerous existing issues related to circulation, security, ADA, assistive listening systems and space allocation will be addressed during this project. Existing circulation pathways in the buildings do not provide adequate separation among the judges, public and defendants. Lack of meeting and waiting spaces for the public, as well as storage within the existing buildings have been identified as programming needs.

The Levy Building / General District Court design will need to coordinate with two (2) localities, the County of Albemarle and the City of Charlottesville. The designer will need to understand both locality’s technology, security and audio-visual requirements so that the appropriate supporting infrastructure is included in the overall project design.

This project will enable the Courts to continue to provide quality customer service and increase employee productivity to meet the needs of a growing community. The citizens of Albemarle use our Court facilities either as victims, witnesses, defendants, family members, jurors, or observers. Albemarle County and the City of Charlottesville are partnering to help provide a user-friendly environment without compromising access to justice and the actual delivery of justice.

Albemarle County is seeking Requests for Proposals from qualified design firms to provide complete design and contract administration services for the renovations and addition to facilities that will house the courts operations for the Albemarle County Circuit Court and General District Courts for Albemarle County and the City of Charlottesville. Design services will include programming, design, construction administration and project close-out. Design will adhere to the most current versions of the Virginia Courthouse Facility Guidelines and the Virginia Construction and Professional Services Manual. (CPSM)
III. PROCUREMENT SCHEDULE AND TERM OF ANTICIPATED CONTRACT:

- Post Advertisement for RFP – 9/5/19
- Pre-Proposal Meeting – 9/19/19
- Proposals from Design Firms Due – 10/16/19
- Review of Design Proposals Complete – 10/24/19
- Selection of Firms to Interview – 10/25/19
- Design Firm Interviews – 11/6/19 & 11/7/19
- Selection of Design Firm – Mid-November, 2019
- Cost Proposal from Design Firm and Contract Negotiations Complete – Late-November, 2019
- Contract Execution Complete – Mid-to-Late-December, 2019
- Design Notice to Proceed w/ Programming & Design – Mid-to-Late-December, 2019
- General District Court Design Complete – Early-May, 2021
- General District Court Bidding and Construction – Mid-May, 2021 to Mid-August, 2023
- General District Court Move-In, Training and Operations Coordination – Mid-August, 2023 to Mid-October, 2023
- Circuit Court Design – Early-June, 2021 to Late-November, 2022
- Circuit Court Bidding and Contract Execution Complete – Mid-February, 2023
- Circuit Court Relocation – Mid-August, 2023 to Late-September, 2023
- Circuit Court Construction – Late-September, 2023 to Mid-March, 2025
- Circuit Court Training and Operations Coordination – Mid-March, 2025 to Mid-May, 2025
- Six-month and One-year warranty walk-throughs - through Mid-March, 2026

IV. COMPETITION INTENDED: It is the County’s intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror’s responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set for receipt of offers. Offerors may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The County will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Offeror to acknowledge all addenda by signing and returning a copy of all addenda with the offer submission or by separate acknowledgement of each addendum by number and date, in writing. Offerors are advised to contact this office to confirm the number of addenda five (5) days before the date established for offer due date. All addenda will be issued by not later than five (5) days prior to offer due date.

V. STATEMENT OF NEEDS:

A. Albemarle County is seeking Requests for Proposals from qualified design firms to provide complete design and contract administration services for the renovations and addition to facilities that will house the courts operations for the Albemarle County Circuit Court, and General District Courts for Albemarle County and the City of Charlottesville. Design services will include programming, design, construction administration and project close-out. These services are described in item “B” below.

B. Design Scope of Work

1. Phase 1 Services

   Programming/ Conceptual:
Project administration responsibilities that would include conducting field surveys, analyze / assess existing facilities and programming, and review all existing plans and data as necessary. This would include but not be limited to:

- Assist Owner in developing Project Charter, goals and team responsibilities
- Updated caseload / population projections
- Conduct research to help define the project
- Establishment / confirmation of program goals and needs with Owner and stakeholders
- Confirmation of space requirements and relationships
- Photographic documentation of existing facilities
- Historic preservation analysis including a materials and maintenance study for historic areas
- Site utility and geotechnical study and report
- Traffic study and traffic control recommendations
- Preliminary project budgeting
- Estimated design schedule
- Agenda for BOS presentation
- Approval of programming documents
- Owner furnished data coordination
- Confirmed and approved design schedule
- Estimated preliminary construction milestone schedule
- Preliminary analysis of building envelopes, opportunities for achieving net zero energy consumption and other sustainability options.

Attend and participate in meetings with County, City and Courts associated staff and other interested parties to assist in assessing stakeholder needs. This would include but not be limited to:

- Programmatic confirmation discussions with stakeholders and project related committees
- Preliminary meeting(s) with City of Charlottesville Board of Architectural Review (BAR)
- Status Presentation(s) to Owner
- Board of Supervisors (BOS) / City Council presentation(s)
- Meetings with regulatory agencies to confirm requirements
- Meetings with stakeholder department representatives (23 departments have been identified to date)
- Meetings with Public Relations personnel to establish communication and reporting plans

Schematic:

Prepare schematic documents pertaining to architectural design, spatial relationships, basic scale, initial research of jurisdictional regulations, functionality and initial cost estimates per design requirements outlined in the Virginia Courthouse Facility Guidelines that would include but not be limited to:

- Project administration
- Program goals and needs verification
- Concept design for all applicable disciplines, including but not limited to:
  - Architectural
  - Civil
  - Mechanical, Electrical & Plumbing
  - Structural
  - Landscaping
  - Masonry
• Fire Protection
• Security / Access Control
• IT, CCTV and Phone Systems
• Audio Visual

Conduct preliminary logistical studies, safety assessments and research to define the project scope to include but not be limited to:
  o Analysis of phasing of work including consideration of work in occupied buildings and its impact on operations
  o Site safety and staging preliminary analysis
  o Hazardous materials study
  o Identification of LEED opportunities
  o Recommendations for street closures / traffic impacts
  o Inter-agency technology / security coordination

Preliminary alternative materials and systems recommendations, including but not limited to:
  o Life cycle maintenance analysis and briefing
  o Alternative energy source analysis
  o Alternate energy savings design opportunities including building envelope net-zero analysis
  o Value analysis
  o Budget / scope adjustment (if necessary)

Participate in meetings and discussion that would include but not be limited to:
  o Development and approval of schematic design documents
  o Obtaining Owner / BOS approval of schematic design documents
  o Interim design presentation(s) to committees, steering teams and stakeholder groups
  o Interim design and wayfinding presentation(s) to Owner
  o Monthly document review meetings with County’s FP&C pre-construction team and Construction Management consultant

2. **Phase 2 Services**

**Design Development**

Finalization of design and selection of materials and systems for new construction and renovations for all applicable disciplines, including but not limited to:

• Architectural
• Civil
• Mechanical, Electrical & Plumbing
• Structural
• Landscaping
• Masonry
• Fire Protection
• Security / Access Control
• IT, CCTV and Phone Systems
• Audio Visual
• Furniture / Interior Design / Casework
o Interim design development presentation(s) to Owner, committees, steering teams and stakeholder groups
o Interim design development presentation(s) to regulatory / permitting personnel
o Project scheduling
o Statement of probable construction cost
o Outline of specifications, including equipment, casework and furnishings
o Submittal of design development documents to Owner
o Budget /scope value analysis and adjustment (if necessary)
o Obtaining Owner / BOS approval of design development documents
o Utilization of BIM modeling
o Building envelope analysis
o Recommendations regarding separately bid / owner furnished equipment or systems
o Above ceiling inspections of existing penetrations that may have to be addressed to meet code
o Submission of “Finish Boards” and mock-ups
o Assist Owner to determine potential Owner furnished items

Construction Document Phase:

Preparation of final bidding and construction documents for all applicable disciplines, including but not limited to:

- Architectural
- Civil
- Mechanical, Electrical & Plumbing
- Structural
- Landscaping
- Masonry
- Fire Protection
- Security / Access Control
- IT, CCTV and Phone Systems
- Audio Visual

The Construction Document Phase will also include but not be limited to:

- Detailed cost estimates
- Site and Storm Water Pollution Prevention Plan where required
- Budget /scope adjustment (if necessary)
- Submittal of bidding and construction documents to Owner
- Bidding and construction documents presentation(s) to Owner, committees, steering teams and stakeholder groups
- Assistance with owner furnished equipment / systems separate bid packages (if applicable)
- Bidding and construction documents presentation(s) to regulatory / permitting personnel
- Obtaining Owner / BOS approval of bidding and construction documents
- Include a separate sheet(s) of “Elevations” showing the mounting heights of all wall mounted equipment, materials and devices.
- Phasing / staging plans including relocation of County Circuit Court and Circuit Court Clerk operations and records prior to start of Circuit Court construction.
o Design / coordination of temporary Circuit Court and Circuit Court Clerk operations in General District Court building (if applicable)

**Bidding Phase:**

Assist in the bidding process, including coordination of, and a lead role in pre-bid meetings. Firm will assist in bid analysis and evaluation of low bid, bidder references and qualifications. Services will include but are not limited to:

- Project administration
- Bidding document distribution
- Bidding inquiries review and disposition
- Prompt responses to pre-bid questions from contractors and suppliers
- Proposed substitution, pre-approval, or prequalification review and disposition
- Issuance of addenda
- Representation and assistance to Owner at pre-bid conference(s)
- Representation and assistance to Owner at bid opening
- Assist Owner in evaluation of bids, bid review meeting(s) with contractors, and recommendation on award of contract
- Assistance to Owner in preparation and execution of construction agreement

**Construction Administration Phase:**

Assist with construction administration to help ensure that the project schedule is maintained that includes but is not limited to:

- Administration of pre-construction conference(s)
- Development of Statement of Special Inspections
- Construction field observations
- Participation in bi-weekly progress meetings
- Participation in bi-weekly conference calls
- Administration of on-site pre-installation meetings
- Inspections of mock-up finishes, panels
- Review and disposition of submittals and shop drawings
- Review and disposition of Requests for Information
- Review and disposition of pay applications and change order requests
- Reviews of change order requests will include review of labor rates and material costs
- Issuance of Architect’s Supplemental Instructions, bulletins, sketches and written determinations / direction
- Interpretation of construction documents
- Monitoring of construction schedule
- Monitoring of construction quality
- Assist in coordination of applicable regulatory agency review and approvals, including availability for meetings requiring issue resolution
- Coordination of periodic trade inspections by consulting design personnel
- Assistance with site plan amendments and Letters of Revision
- Determination of substantial and final completion by contractor(s)
- Issuance of Certificates associated with completion status
- Punch list inspection and issuance of punch list
- Develop list of additional materials (attic stock)
o Develop list of extended / special warranties
o Weekly verification of punch list progress
o Disposition of punch list completion

Post Construction Phase:

o Assist in coordination of systems training schedule
o Assist in verification of receipt of additional materials (attic stock)
o Post-construction quality inspection
o Attendance at stakeholder training walk-through
o Review and disposition of Operation and Maintenance Manuals
o Review and disposition of contractor as-built documents
o Preparation of utility associated as-built documents
o Post-occupancy meeting(s) with stakeholders to confirm facilities are operating as planned, designed and expected
o Review of commissioning data
o 6 month and 1-year warranty inspections
o 6 month and 1-year warranty inspection lists submitted

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and nine (9) copies of each proposal along with an electronic copy of the proposal in either Microsoft Word or PDF format must be submitted to the County as a complete sealed proposal.

2. Redacted Copies: In addition to the copies of the RFP Response specified above, proposals must include, in both one (1) hard copy and included on the electronic media, a redacted copy of the proposal in accordance with the identified proprietary or confidential information, as determined by the Offeror. The redacted proposal, with proprietary language or data removed or blacked out, will be made available to the public in accordance with § 2.2-4342F of the Code of Virginia in response to requests for documents. It shall be the sole responsibility of the Offeror to ensure the supplied, redacted copy protects the firm’s interests with regards to proprietary or confidential information that, in accordance with § 2.2-4342F of the Code of Virginia may be considered protected information.

No other distribution of the proposal shall be made by the offeror.

3. Proposal Preparation:

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

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the
paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

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

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

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

g. Fees for professional services are NOT to be included in the original proposal submittal; however, firms selected for discussion may be required to furnish non-binding estimates of professional fees, including projected man-hours, hourly rates, reimbursable expenses and other miscellaneous charges. The County reserves the right to require fee proposals be submitted by a specified deadline. The County may reject any fee proposals that are submitted after the designated date and time.

h. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP will be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentation / interviews will include Lead Architect, MEP Engineer(s), Civil Engineer(s), Structural Engineer(s), Security/IT/Audio Visual consultants. Schedule of presentations / interviews will be determined upon selection of firms to be interviewed.
B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

Section 1 – Methodology/Specific Plan: Provide a narrative describing the means and methods pertaining to the design process as practiced by the offeror. The narrative shall focus on the following aspects of the profession:

- Research and Data Gathering: detail how the firm would discover, define, and design to the needs of the Courts, the County of Albemarle and the City of Charlottesville. Describe steps to thoroughly examine existing conditions of facilities so that project will avoid unexpected conditions that would result in change orders and project delays.

- Programming, Preliminary Design and Design Development: detail what quality control and quality assurance standards and practices are adhered to. What steps are taken to ensure that that stakeholders needs are captured in design documents are clear, not open to interpretation, and change orders are kept to a minimum. Provide examples of innovative design practices that resulted in project documents that were clear and concise and where change orders were minimal.

- Construction Administration and Close-Out: detail how the firm would ensure quality control, efficient processing of submittals, Requests for Information, Architect’s Supplemental Instructions, bulletins, sketches and change order review.

- Demonstrate an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria.

- List of proposed equipment/goods/technology, etc. including operational parameters, illustrations, etc., that would be integral parts of the design process.

- Outline a plan that demonstrates a strategy for phasing and logistics in a limited-space urban environment that takes surrounding businesses and community in to consideration.

Section 2 – Experience: A written narrative statement to include:

- Experience in providing the services described herein, specifically in section VII, A (Qualifications). Experience in design that includes environmentally sustainable selections of materials and equipment, as well as design / construction methods intended to limit the greenhouse gas emissions footprint of the buildings to the greatest extent practicable.

- Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants. Include resumes of staff to be assigned to the project.

- Current and projected work load, plan to complete the work and ability to complete the work in a timely manner.

- Examples of completed projects of similar scope and complexity. See Section VII, A “Qualifications” for additional information.

- References: Provide at least four references for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, and email for the person on the owner’s team most intimate with the details of project being referenced. See Attachment B - Offeror Data Sheet.
Section 3 – Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.

- Describe any planned use of small businesses and businesses owned by women and minorities and service-disabled veterans in fulfilling this contract.
- Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- Attachment C – State Corporation Commission Form – Pursuant to Virginia Code § 2.2-4311.2(B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- Attachment D – Certification of No Collusion
- Attachment F – Insurance Requirements
- Attachment G – Proprietary/Confidential Information Identification – See VI. A. 2, above.

VII. QUALIFICATIONS, EVALUATION AND AWARD CRITERIA: This section is in two parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

A. QUALIFICATIONS:
1. Demonstrated experience providing a complete design and administration for a minimum of two (2) Courts facilities
2. Demonstrated experience providing design services for a minimum of two (2) historical facilities
3. Demonstrated experience designing and administering a minimum of three (3) projects with construction values that exceed $20,000,000
4. Demonstrated experience designing projects in a dense urban environment
5. Demonstrated experience designing multi-phase projects
6. Demonstrated experience designing multi-jurisdictional projects
7. Demonstrated experience designing work in occupied facilities
8. Demonstrated performance on projects as follows:
   a. Minimum of two (2) construction projects over $20,000,000 in value that finished on schedule
   b. Demonstrated conformance to design schedule on a minimum of two (2) construction projects over $20,000,000 in value
   c. Minimum of two (2) construction projects over $20,000,000 in value with total change order amounts attributable to A/E errors and omissions of less than 5% of construction value
   d. Demonstrated RFI response time within time frame outlined in project specifications
   e. Demonstrated capacity of the firm and its consultants to perform the services required

B. EVALUATION CRITERIA: Proposals shall be evaluated by the County of Albemarle using the following criteria:

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<th>Criteria</th>
<th>Point Value</th>
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<tbody>
<tr>
<td>1            Qualifications and history of the firm including attached AE firm data sheet</td>
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<tr>
<td>2            Relevant experience to this project</td>
<td>20</td>
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<tr>
<td>3            Qualifications of key individuals and consultants on proposed project team</td>
<td>20</td>
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<tr>
<td>4            Project Approach / Methodology / Specific Plan</td>
<td>25</td>
</tr>
<tr>
<td>5            References</td>
<td>10</td>
</tr>
<tr>
<td>6            Capacity of the firm to perform the services required</td>
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B. AWARD OF CONTRACT: Procurement of professional services. The County of Albemarle shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body may discuss 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. At the conclusion of discussion, outlined in this subdivision, based on evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror(s). The County shall award a contract, or contracts, in such form, terms and conditions as found at Attachment H hereto. A County contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation. Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. Should the Purchasing Agent, determine in writing and in their sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, the contract may be negotiated and awarded 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, or contracts, can be negotiated at a fair and reasonable price or prices. Should the County Executive or Purchasing Agent determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. The intent of this procurement is to award one design contract for the services described herein, but the County reserves the right to make multiple awards to multiple contractors, as determined to be to the best advantage to the County.

VIII. REPORTING AND DELIVERY INSTRUCTIONS:

A. The Design Firm shall provide two (2) hard copies and one (1) electronic copy of a monthly progress report to the County’s Project Manager outlining the following:

- The specific accomplishments achieved during the reporting period.
- An overall assessment of the status of the CPM schedule.
- A submittal, RFI and change order request logs showing current status and performance information pertaining to timely processing of said documents.
- An overall assessment of the efficiency and quality of work demonstrated by the General Contractor and its subcontractors.
- Listing of pre-installation meetings that took place.
- Listing of the status of mock-up panels and their inspection/approval.
- A Final Report that includes two (2) bound copies and one (1) electronic copy separated by month that include all previous monthly reports shall be submitted within 90 days after Substantial Completion has been achieved.
- The County shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.
- At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to the County Project Manager. The County shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract.
- The design firm shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the County.

NOTE: The requirement to provide a report or other deliverable may be mandatory; however, the specific content of the report, format, etc. may be negotiable. Language which can be used may be, “The contractor shall provide a monthly progress report to the County Project Manager.”

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IX. **PRE-PROPOSAL CONFERENCE:** An optional preproposal conference will be held on **Thursday, September 19, 2019,** from 1:00 PM to 2:30 PM at the County Office Building, 401 McIntire Road, Charlottesville, VA 22902, Room 235, with a facility tour from 2:45 PM to 4:00 PM. If special ADA accommodations are needed, please contact Sharon Cash at (434) 296-5854, Ext. 3135, by close of business on Monday, September 16, 2019.

X. **GENERAL TERMS AND CONDITIONS:**

A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the County of Albemarle will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Albemarle has purchased or uses any of its products or services, and the contractor shall not include the County of Albemarle in any client list in advertising and promotional materials, unless the contractor has been given written permission by a County representative who is authorized to sign on behalf of the County.

B. **ANNOUNCEMENT OF AWARD:** Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given via a posting of written notice on the Purchasing webpage at www albemarle org/purchasing.

C. **ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Albemarle all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Albemarle under said contract.

D. **APPLICABLE LAWS & COURTS:** This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Purchasing Manual, Chapter 26-3. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

E. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.

F. **AUTHORITY TO TRANSACT BUSINESS:** Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current through the life of the awarded contract.

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

H. **CANCELLATION OF CONTRACT:** The County may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

I. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

    A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater, without the advance approval of the County Administrator or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

    B. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as
services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County’s right to audit the contractor’s records and/or to determine the correct number of units independently; or

3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

J. CLARIFICATION OF TERMS: The County will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Purchasing Division and any material change will be submitted to all Offerors through issuance of an addendum. Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) work days prior to the bid opening or proposal closing date specified. Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any contact with any County representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

K. COLLUSIVE OFFERS: The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The County may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.

L. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual’s and the County’s written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

M. CONTRACTOR’S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor’s offer. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County’s sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County’s needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.

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N. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.

O. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor’s intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The County has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the County’s Purchasing Office. Contractual disputes shall also be subject to the provisions of Virginia. Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).

P. DEBARMENT STATUS: By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

R. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor’s employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor’s employees 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.

S. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.

T. ETHICS IN PUBLIC CONTRACTING: Pursuant to Virginia Code § 2.2-4367: By submitting a bid, the bidder certifies that their bid is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.


V. HEADINGS: Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.

W. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville’s Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing) under the Vendor Registration link.

X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the County of Albemarle, the Contractor certifies that the Contractor does not, and shall not during the performance
of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Y. INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES: If the County of Albemarle is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.

Z. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor’s subcontractors, agents or employees in the performance of Contractor’s or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

Pursuant to Virginia law, the County of Albemarle, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.

AA. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror’s performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.

BB. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.

CC. NON-DISCRIMINATION: By submitting their bids or proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311. 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 recipients 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. (Virginia Code § 2.2-4343.1(E)).

Every contract over $10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
   A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor shall state that it is an equal opportunity employer.
   C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over $10,000, so that the provision will be binding upon each subcontractor or vendor.
DD. NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

EE. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The County of Albemarle does not discriminate against faith-based organizations.

FF. OFFER ACCEPTANCE: Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.

GG. ONLINE VENDOR REGISTRATION REQUIRED: In the event of contract award, vendor is required to register using the County’s online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website at www.albemarle.org/purchasing or you can go directly to the site at http://bso.albemarle.org/bso/.

HH. OSHA STANDARDS: All contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

II. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor’s performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

JJ. PAYMENT:

a. To Prime Contractor:

1. The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the require payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.

2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.

3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number.
4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which County department is being billed.

5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any County department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. **To Subcontractors:**

1. A contractor awarded a contract under this solicitation is hereby obligated:

   i. To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

   ii. To notify the County and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (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 contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

**KK. PERMITS AND FEES:** All offers submitted shall have included in price, the cost of any business or professional licenses, permits or fees required by the County of Albemarle or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

**LL. PRECEDENCE OF TERMS:** The following General Terms and Conditions: applicable laws and courts, anti-discrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of county form and terms and conditions, clarification of terms, payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions shall apply.

**MM. PUBLIC INSPECTION OF CERTAIN RECORDS:** Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the County’s 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 (Virginia Code § 2.2-3700 et seq.). Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the County decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor’s entire bid or proposal submission or volume as being “confidential” shall not be sufficient to invoke the protections referenced above.

**NN. QUALIFICATIONS OF OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding the Offeror’s capabilities. The County further reserves the right to reject any offer if the evidence submitted by, or
investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**OO. RIGHT TO ACCEPT OR REJECT OFFERS:** The County reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.

**PP. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the policy of the County of Albemarle to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the County's procurement activities. Toward that end the County of Albemarle encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.

**QQ. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Virginia Code § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: [http://www.scc.virginia.gov/](http://www.scc.virginia.gov/).

**RR. TAXES:** Include only taxes applicable to the project in this bid or proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County’s tax-exempt status will be furnished by the County of Albemarle upon request.

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

**TT. TRANSPORTATION AND PACKAGING:** All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their offers, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

**UU. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.

**VV. VIRGINIA GOVERNMENTAL FRAUDS ACT:** Each offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each offeror is required to submit a certification that its offer, or any claim resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code § 18.2-498.5. As part of this offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.

**WW.** The terms and conditions set forth above within this solicitation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.
XI. SPECIFIC TERMS AND CONDITIONS:

A. ADDITIONAL SITES: The County of Albemarle reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted, and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.

B. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.

C. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The intent is to contract with one (1) design firm. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

D. COOPERATIVE CONTRACTING: This procurement is being conducted by County of Albemarle in accordance with the provisions of Virginia Code § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

XII. METHOD OF PAYMENT: Invoices will be paid monthly. Pay applications to be submitted monthly, no later than the 25th of each month.

XIII. ATTACHMENTS:

<table>
<thead>
<tr>
<th>ATTACHMENT</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Not Used</td>
</tr>
<tr>
<td>B</td>
<td>Offeror Data Sheet DGS-30-004</td>
</tr>
<tr>
<td>C</td>
<td>State Corporation Commission &amp; Registered Agent Form</td>
</tr>
<tr>
<td>D</td>
<td>Certification of No Collusion</td>
</tr>
<tr>
<td>E</td>
<td>Not Used</td>
</tr>
<tr>
<td>F</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>G</td>
<td>Proprietary/Confidential Information Identification</td>
</tr>
<tr>
<td>H</td>
<td>Contract Form</td>
</tr>
<tr>
<td>I</td>
<td>Project Area Photos (4)</td>
</tr>
</tbody>
</table>
NOT USED FOR THIS PROJECT
GENERAL INSTRUCTIONS

DO NOT attempt to fill in these forms "on-line". First download and save a copy to your computer, then fill in the saved copy.

Read the Specific Instructions below to assist you in completing the various AE Data forms.

Click on the sheet tabs below to go to the appropriate form.
(If you need more than one copy of a specific type of form, make a copy of this Excel file.)

Fill in the fields highlighted in yellow. You can use the tab key to move easily from field-to-field. You can also use the mouse to select the field you wish fill. (On large text fields, you must use the mouse to select them, rather than the tab key.)

Some fields contain selection lists. These fields are denoted with an arrow just to the right of the field. To select from the list of choices, click on the arrow and then select the appropriate choice.

When complete, print the appropriate forms, assemble them in order, and submit them to the address noted in the RFP.

Be factual and concise. Remember that the Building Committee members will be reviewing numerous responses to an RFP before selecting 3 to 5 firms for an interview.

Deviation from the prescribed format is NOT encouraged as it makes it more difficult for the Building Committee to review submittals. Form AE-6 allows you to include other supplemental data which is not covered on Forms AE-1 through AE-5.

SPECIFIC INSTRUCTIONS

Form AE-1 & 1A SYNOPSIS OF RESPONDING FIRM

Insert RFP # to which response is being made.
Insert name of Responding Firm.
Insert name of Project and Project Code (PC #).

1  Show name, physical address and mailing address of respondent. 
   Provide telephone number and FAX # of respondent.
   Provide SSN, if Sole Proprietorship, or Federal Employer Identification Number (FEIN) for other forms of ownership.

2a,b  Provide information requested.

3  Provide name & address of Parent Company or Home Office 
   Provide its telephone number and FAX #

4  Show Type of Ownership of firm and any disadvantaged firm statuses which also apply. 
   Provide the firm's APELSCIDLA license number. (APELSCIDLA = Commonwealth of Virginia's Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architects. Refer to the Department of Professional and Occupational Regulation for additional information.) 
   If applicable, provide the firm's DSBSD Certification #. (DSBSD = Commonwealth of Virginia's Department of Small Business and Supplier Diversity.)

5  Show name of principal(s) to contact concerning this RFP response. Show position title and telephone number.

6  Show the name of consultant(s) or other office, the nature of the consultant or other office's project responsibility/discipline. Answer with a yes or no if proposed consultant has worked with respondent.

7  Indicate number on "In-House" technical person(s) in various disciplines and skills levels. (Attach Form AE-2 for each consultant or other office.)

8  Show the name of the Professional Liability Insurance Carrier and the policy Limits of Liability with deductible.
9 Describe proposed involvement of Micro and Small businesses.

10 List State Agencies for whom the firm has worked in last 10 years.

11 List up to five (5) recently designed projects that have similar scopes or features. Provide Representative Project Data Form AE-5 for each.

General: Provide respondents typed name, title, signature and date.

Form AE-2 CONSULTANT / OTHER OFFICE

Complete an AE-2 form for each consultant firm who will assist the responding (i.e., prime) firm on this project.

If other offices of the responding firm will be employed on this project, complete an AE-2 form for each such office.

General:
Insert RFP # being responded to
Insert name of Entity responding
Insert name of Project and PC #

1 Show consultant/other office firm name, physical address and mailing address.
Provide telephone number and FAX # of respondent.
Provide SSN, if Sole Proprietorship, or Federal Employer Identification Number (FEIN) for other forms of ownership.

2a,b Provide information requested.

3 Provide name & Address of Parent Company or Home Office of Consultant
Provide its telephone number and FAX #.

4 Show Type of Ownership of firm and any disadvantaged firm statuses which also apply.
Provide the firm's APELSCIDLA license number. ( APELSCIDLA = Commonwealth of Virginia's Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architects.
Refer to the Department of Professional and Occupational Regulation for additional information.)
If applicable, provide the firm's DSBSD Certification #. ( DSBSD = Commonwealth of Virginia's Department of Small Business and Supplier Diversity. )

5 Show name, title, and phone number of principal(s) who will be "in charge" of this firm's work on this project.

6 Indicate number of "In-House" technical personnel by discipline and skill level in consultant's or other office.

7 Describe Functions or Services to be provided by this consultant or other office.

8 Indicate on how many projects this consultant has provided services to the prime in the past 10 years.

9 Show the consultant's Professional Liability Limits of Insurance with deductible.

General: Provide consultant's typed name, title, signature and date.

Form AE-3 PROJECT STAFFING ORGANIZATION

General:
Insert RFP # being responded to
Insert name of Entity responding
Insert name of Project and PC #

1 List Project Manager and primary responsible charge designer for each discipline or specialty. Complete a separate Form AE-4 for each person listed.

2 Will the persons listed be available to design this project? Do you have sufficient staff to commit to design this project on schedule considering the other work you and your consultants have? Explain.

3 How do you propose to assign responsibilities and coordinate the various disciplines involved?

4 Explain how you propose to assure that the documents clearly and fully describe the work to be done and how the work shown by various disciplines will be coordinated.

General: Provide respondent's typed name, title, signature and date.

Form AE-4 PERSONNEL QUALIFICATIONS
Use Separate AE-4 for EACH KEY PERSON for this project)
General:

Insert RFP # to which response is being made.
Insert name of Responding Firm.
Insert name of Project and Project Code (PC #).

1 Name, Title, and usual job assignment of key person for this project.

2 This person's job assignment for THIS project.

3 This person's employer.

4 This person's total years of applicable experience and years of experience with current employer.

5 List College/University attended, Degree earned, year completed, and curriculum or area of specialization.

6 Provide information on initial professional registration. Provide Virginia 6 digit registration/license number as it appears on the APELSA certificate.

7 Indicate if individual has attended a CPSM training seminar, and if so, enter the date of the last CPSM seminar attended.

8 Tell what experience or qualifications this person has which makes her or him especially valuable for this particular project.

General: Provide respondent's typed name, title, signature and date.

Form AE-5 REPRESENTATIVE PROJECT DATA

General:

Insert RFP# to which response is being made.
Insert name of Responding Firm.
Insert name of Project and Project Code (PC #).
Using copies of form AE-5, provide information on no more than 5 representative projects which best demonstrate the proposed team's experience and qualifications for this type of project. List projects which have features, functions, types of construction, systems, type of use, or type of occupancy similar to those envisioned for this project.

1 Provide representative project name, type of facility (e.g., dorm, hospital, etc.) and the project location.

2 Provide information concerning the Owner or Agency for possible reference check.

3 Provide information concerning the Contractor who built the project.

4 For each discipline shown, list the names of the firms which were responsible for the design in that discipline. Also list the key personnel, still with the firm, for each discipline. Include the most significant special consultant, if any.

5 List the applicable codes which applied to this project.

6 Briefly describe the project and its features. What is special about this project that would be of interest to the Building Committee for the proposed project?

7 Provide requested construction data.

8 Describe any Micro and Small Business participation. Include name of firm(s), their project function, and percent of fee.

Form AE-6 SUPPLEMENTAL INFORMATION

General:

Insert RFP# to which response is being made.
Insert name of Responding Firm.
Insert name of Project and Project Code (PC #).
Provide additional Relevant information in brief outline or bullet format.

Why should your firm be selected for an interview?
What expertise can you or your consultants bring to this project to assure optimum functional space utilization design and its timely and cost effective completion?

Photographs of past projects or other elaborate material are not required unless specifically requested in the RFP. Firms selected for interviews may, at that time, present supplemental data to further clarify their qualification, skills, abilities, performance record and approach to providing the services.
### ARCHITECTURAL / ENGINEERING FIRM DATA

#### SYNOPSIS OF RESPONDING FIRM

<table>
<thead>
<tr>
<th>Submitted By (Firm Name):</th>
<th>Submittal For (Project Title):</th>
<th>PC #:</th>
</tr>
</thead>
</table>

1) **FIRM NAME AND ADDRESS:** (office where work will be done)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone Number</th>
</tr>
</thead>
</table>

2) **YEARS IN BUSINESS:**

- a) Years under present name: ............
- b) List other names and years:

3) **NAME AND ADDRESS OF PARENT COMPANY / HOME OFFICE:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone Number</th>
</tr>
</thead>
</table>

4) **SPECIFIC TYPE OF OWNERSHIP:**

- Sole Proprietorship
- Partnership
- Micro Business
- Limited Liability Co.
- Small Business
- Woman Owned Bus.
- Professional Corp.
- Minority Owned Bus.
- Svc. Disabled Veteran

Firm’s APELSCIDLA License #: 
Firm’s DSBSD Certification #: 

5) **NAMES OF NOT MORE THAN TWO PRINCIPALS TO CONTACT:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email Address</th>
<th>Phone Number</th>
</tr>
</thead>
</table>

6) **PROPOSED CONSULTANTS OR OTHER OFFICES PROVIDING SERVICES:**

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>FUNCTION / RESPONSIBILITY</th>
<th>WORKED WITH PRIME BEFORE?</th>
</tr>
</thead>
</table>

7) **NUMBER OF PERSONNEL IN FIRM:**

<table>
<thead>
<tr>
<th>Office Where Work Will Be Done</th>
<th>Entire Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensed</td>
<td>Unlicensed</td>
</tr>
</tbody>
</table>

- Project Managers
- Architects
- Civil Engineers
- Structural Engineers
- Mechanical Engineers
- Electrical Engineers
- Soils Engineer
- Landscape Architects
- Interior Designers
- Asbestos Designers
- Surveyors
- Construction Admin. / Insp.
- CADD Operators
- Specifications

TOTALS: 0 0 0 0 0

CONTINUE SYNOPSIS OF RESPONDING FIRM ON FORM AE-1A
9) DESCRIBE PROPOSED PARTICIPATION OF MICRO BUSINESSES AND SMALL BUSINESSES: (Function and % of fee involved)

The proposed total small business participation is __________%.

10) LIST STATE AGENCIES FOR WHICH THE FIRM HAS HAD A PRIME CONTRACT: (within the last ten years)

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>PROJECT</th>
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<tbody>
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</table>

11) LIST NOT MORE THAN FIVE PROJECTS DESIGNED WITHIN THE LAST TEN YEARS WHICH HAVE SIMILAR SCOPES OR FEATURES TO THIS PROJECT. ATTACH A REPRESENTATIVE PROJECT FORM AE-5 FOR EACH.

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>DATE OF AWARD</th>
<th>LOCATION</th>
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</thead>
<tbody>
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</table>

The foregoing is a statement of fact.

Typed Name: ___________________________ Title: ___________________________

Signature: ___________________________ Date: ___________________________
**ARCHITECTURAL / ENGINEERING FIRM DATA**

<table>
<thead>
<tr>
<th>Submitted By (Firm Name):</th>
<th>Submittal For (Project Title):</th>
<th>PC #:</th>
</tr>
</thead>
</table>

1) **FIRM NAME AND ADDRESS:** (office where work will be done)

2) **YEARS IN BUSINESS**
   a) Years under present name: ...........
   b) List other names and years:

3) **NAME AND ADDRESS OF PARENT COMPANY / HOME OFFICE:**

4) **SPECIFIC TYPE OF OWNERSHIP:**
   
5) **NAMES OF NOT MORE THAN TWO PRINCIPALS TO CONTACT:** (Title and Phone Number)

6) **NUMBER OF PERSONNEL IN FIRM:**
   
7) **FUNCTIONS OR SERVICES TO BE PROVIDED:**

8) **ON HOW MANY PROJECTS HAS THE CONSULTANT WORKED WITH THE PROPOSER IN THE LAST TEN YEARS?**

9) **LIMITS OF PROFESSIONAL LIABILITY INSURANCE AND DEDUCTIBLE:**

The foregoing is a statement of fact.

Typed Name: ___________________________ Signature: ___________________________

Title: ___________________________ Date: ___________________________
1) KEY PERSONNEL DESIGNATED FOR THIS PROJECT: (Include Form AE-4 for Each)

<table>
<thead>
<tr>
<th>Function</th>
<th>Name</th>
<th>Title</th>
<th>Firm / Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architect</td>
<td></td>
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<td></td>
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<tr>
<td>Structural Engineer</td>
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<tr>
<td>Mechanical Engineer</td>
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<td></td>
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<tr>
<td>Electrical Engineer</td>
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<td></td>
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<tr>
<td>Civil Engineer</td>
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</tbody>
</table>

2) DESCRIBE AVAILABILITY OF STAFF AND CONSULTANTS TO WORK ON THIS PROJECT:

3) DESCRIBE PROJECT METHODOLOGY, I.E., HOW WILL THE WORK FUNCTIONS, RESPONSIBILITIES AND COORDINATION BE PERFORMED?

4) DESCRIBE THE METHOD OF QUALITY ASSURANCE YOU WILL USE FOR THE DOCUMENTS FOR THIS PROJECT.

The foregoing is a statement of fact.

Typed Name: ___________________________ Signature: ___________________________

Title: ___________________________ Date: ___________________________
1) NAME:  
TITLE:  
OFFICE:  
TYPICAL DUTY OR ASSIGNMENT:  

2) ASSIGNMENT FOR THIS PROJECT:  

% OF TYPICAL 40 HOUR WORKWEEK THIS PERSON WOULD SPEND ON THIS PROJECT:  ________ PERCENT  

3) EMPLOYEE OF:  

4) YEARS OF EXPERIENCE:  
YEARS TOTAL EXPERIENCE:  
YEARS WITH THIS FIRM:  

5) EDUCATION:  
COLLEGE / DEGREE(S) / YEAR / SPECIALIZATION:  

6) ACTIVE REGISTRATION:  
Year first registered / State / Discipline or Type:  

COMMONWEALTH OF VIRGINIA 6-DIGIT REGISTRATION / CERTIFICATE / LICENSE NUMBER:  

ARCHITECT #  
or ENGINEER #  

7) CONSTRUCTION AND PROFESSIONAL SERVICES MANUAL (CPSM) TRAINING:  
Has this person attended a CPSM Training Seminar?  
If "Yes", list date of last attendance:  

8) EXPERIENCE AND / OR QUALIFICATIONS RELEVANT TO THIS PROJECT:  
(List up to six (6) relevant projects and indicate individual's role and responsibility for each.)  

<table>
<thead>
<tr>
<th>Project</th>
<th>Role / Responsibility</th>
<th>Project Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

The foregoing is a statement of fact.  

Typed Name:  
Signature:  

Title:  
Date:  

RFP: 2020-10163-30  
Attachment B  
Page 30 of 50
1) PROJECT NAME:

2) OWNER:
   - Project Administrator:
   - Address:
   - Email Address:
   - Phone Number:
   - FAX Number:

3) PRIME CONTRACTOR:
   - Project Manager:
   - Superintendent:

4) NAMES OF KEY DESIGNERS/PROJECT MANAGERS STILL WITH THE FIRM AND THEIR SPECIFIC PROJECT RESPONSIBILITIES:

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Firm / Employer</th>
<th>Individual</th>
<th>Assignment on Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime A/E</td>
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<td></td>
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<tr>
<td>Architectural</td>
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<td>Structural</td>
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<td>Mechanical</td>
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<td>Electrical</td>
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<tr>
<td>Civil</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5) NAMES OF APPLICABLE CODES:

   - VUSBC
   - IBC
   - LIFE SAFETY
   - ASAD
   - ADAAG
   - Other (describe):

6) DESCRIPTION OF RELEVANT PROJECT FEATURES:

7) CONSTRUCTION DATA:

<table>
<thead>
<tr>
<th>Type:</th>
<th>Gross Area:</th>
<th>PROJECT SCHEDULE:</th>
<th>Duration (months)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>sf</td>
<td>Design</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Construction</td>
<td></td>
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</tr>
</tbody>
</table>

   - Number of Floor Levels:
   - Owner's Budget:
   - A/E Estimate:
   - Low Bid:

   - Number of Change Orders:
   - Cost of Change Orders:
   - Substantial Completion Date:

8) DESCRIBE ANY MICRO BUSINESS OR SMALL BUSINESS PARTICIPATION ON THE DESIGN PHASE (Firm, Function, % of Fee):

   - Proposed Participation: ____ %
   - Final (Actual) Participation: ____ %

The foregoing is statement of fact.

Typed Name: ___________________________ Signature: ___________________________

Title: ___________________________ Date: ___________________________
**ATTACHMENT C**

**STATE CORPORATION COMMISSION & REGISTERED AGENT FORM**

**Virginia State Corporation Commission (SCC) registration information.**


The bidder:

| ☐ | is a corporation or other business entity with the following Virginia SCC identification number: __________________ -OR- |
| ☐ | is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR- |
| ☐ | is not required to obtain a certificate of authority from the Virginia SCC, pursuant to Virginia Code § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: |
|   | 1. ☐ Maintaining, defending, or settling any proceeding; |
|   | 2. ☐ Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; |
|   | 3. ☐ Maintaining bank accounts; |
|   | 4. ☐ Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities; |
|   | 5. ☐ Selling through independent contractors; |
|   | 6. ☐ Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts; |
|   | 7. ☐ Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; |
|   | 8. ☐ Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; |
|   | 9. ☐ Owning, without more, real or personal property; |
|   | 10. ☐ Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature; |
|   | 11. ☐ For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films which are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or |
|   | 12. ☐ Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth. -OR- |
| ☐ | is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form. |

---

*Attachment C*

RFP# **2020-10163-30**

(5/2019)
Registered Agent Information

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: ____________________________________________

Physical Address (no Post Office Boxes):

____________________________________________________________________
____________________________________________________________________

I certify the accuracy of this information.

Signed: ________________________________ Title: ________________________________ Date: ____________
CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of ________________________________, does hereby certify in connection with the procurement and offer to which this Certification of No Collusion is attached that:

This offer is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this offer the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (§§ 18.2-498.1 et seq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF ____________________
COUNTY or CITY OF ____________________, to wit:
The foregoing Certification of No Collusion bearing the signature of ____________________________ and dated ____________________________ was subscribed and sworn to before the undersigned notary public by ____________________________ on ____________________.

__________________________
Notary Public

My commission expires: ____________________________

CODE OF VIRGINIA

§ 18.2-498.4. Duty to provide certified statement.

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)
NOT USED FOR THIS PROJECT
INSURANCE REQUIREMENTS

A. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror’s performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:

a. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor’s employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the County of Albemarle and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the County of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.

b. Employer’s Liability - $1,000,000 each accident/$1,000,000 each disease-policy limit/ $1,000,000 each disease-each employee. This policy shall specifically list Virginia as a covered state.

c. Commercial General Liability - $1,000,000 per occurrence/$2,000,000 aggregate limit, and a per project aggregate limit of $2,000,000. CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The County of Albemarle and its officers, employees’ agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non-contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of Albemarle County Government is required on the commercial general liability policy.

d. Automobile Liability - $1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the County of Albemarle and its officers, employees, agents and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the commercial auto policy.

e. Umbrella Liability Coverage- minimum coverage of $1,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto and employer’s liability policies. The County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the umbrella policy.

f. Professional (E&O) Liability Insurance: $5,000,000.

g. Cyber Liability- $250,000

h. Environmental/pollution- $1,000,000

All insurance coverage:
1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;

2. shall be kept in force throughout performance of services;
3. shall be an occurrence-based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offerors’ policy regardless of the minimum requirements specified in the Contract.

Proof of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as “additional insured”. Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier’s refusal to defend any named insured.

Waiver of Subrogation: The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall affect, or shall be deemed to affect, a waiver of the County’s sovereign immunity under law.

Right to Revise or Reject: The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Umbrella or Excess Liability Coverage shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer’s liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the County and its officials, officers, and employees and agents as “additional insureds” by endorsement to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the County of Albemarle as an additional insured. The County of Albemarle shall be entitled to protection up to the full limits of the Offeror’s policy regardless of the minimum requirements specified in this contract.

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RFP# 2020-10163-30
(5/2019)
**Professional Liability Insurance:** At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than $5,000,000 per claim/$10,000,000 aggregate (“Required Insurance”). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror’s insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor’s policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror’s failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.
**ATTACHMENT G**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

Name of Firm/Offeror: __________________________________________________________

RFP#: 2020-10163-30

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

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Attachment G
1

RFP# 2020-10163-30
(5/2019)
This Agreement (the “Agreement” or “Contract”) made and entered into on this ___ day of ______ of 2019, between the Contractor as identified above and the County, collectively, the Parties, hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. **Scope of Work:** Contractor agrees to perform such goods or services as specified in the County Request for Proposals (RFP)# 2020-10163-30 documentation and said RFP is hereby incorporated in its entirety by reference and made a part of this Agreement. The detailed scope of work for this contract is included herewith as Exhibit A.

2. **Incorporation of Documents and Order of Precedence:** To the extent that it does not conflict with the terms of this agreement or the RFP the Contractor’s proposal/bid, dated [month day, year], is hereby incorporated by reference and made a part of this Agreement. In the event that a conflict or ambiguity exists or is created between this Agreement, the RFP, or Contractor’s proposal/bid, the terms of this Agreement first and the RFP second, if necessary, shall govern and supersede any such conflicting or ambiguous terms.

3. **Payment/Consideration Schedule:** In consideration of the work to be performed by Contractor, as set forth in the section entitled, “Scope of Work,” the County agrees to pay Contractor for completed and accepted work as ordered under this Contract upon receipt of a valid invoice and, if not subject to a contract claim or claim for additional compensation as described herein, as determined by the County. A valid invoice shall be an invoice submitted for completed and accepted work and shall include detailed hours worked under each rate category, each hour of equipment used, and the rates for each of the foregoing in accordance with Contract Exhibit B, attached hereto. Prior to start of work, Contractor will provide, and the Parties shall agree to a not-to-exceed proposal for any project when requested by the County. The not-to-exceed proposal shall include estimated, detailed hours worked under each rate category, estimated hours for each category of equipment, and the rates for each of the foregoing in accordance with contract Exhibit B, attached hereto. [Detailed pricing and maximum liability to the County for this Agreement is included herewith as Exhibit B.]

4. **Term:** The County's requirements of the products/services hereinafter specified are for the term of date of contract award and terminating 365 days after contract award, with optional renewal clause for up to four (4) additional one (1) year terms. Renewal shall not be automatic, and any and all extensions shall by written agreement and signed by both parties in the same manner as the Agreement was executed.

5. **Non-Appropriation:** The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 of any year, the end of the County’s fiscal year, are subject to its approval and ratification by the County and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the County shall immediately notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the County of any kind whatsoever.
6. **Preconditions to Obligation:** It is understood and agreed between the parties to this contract that the County shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.

7. **Faith-based Organizations:** County does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.

8. **Nondiscrimination:** During the performance of this contract, Contractor agrees as follows:
   A. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause.
   B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
   C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
   D. Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

9. **Drug-Free Workplace:** During the performance of this contract, pursuant to Virginia Code Section § 2.2–4312, Contractor agrees to:
   A. Provide a drug-free workplace for Contractor’s employees.
   B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.
   C. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
   D. Include the provisions of the foregoing clauses in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. **Compliance with Immigration Laws:** Contractor agrees that he does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in accordance with the Code of Virginia, §2.2-4311.1.

11. **Business Entity Registration.** Pursuant to Virginia Code § 2.2–4311.2, Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall submit proof of such registration to the County. Additionally, Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Agreement.

12. **Compliance with All Laws:** Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.

13. **Business License Requirement:** If Contractor is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the Albemarle County Department of Finance. Contractor covenants that it has a business license where one is required to perform this Agreement.

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RFP# 2020-10163-30
(5/2019)
14. **Non-Assignment:** All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.

15. **Audit:** The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor’s records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County’s employees, agents, or authorized representatives shall have access to the Contractor’s facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

16. **Termination with Cause:** In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the County may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 herein. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, County may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by County, and provisions herein with respect to opportunity to cure default shall not be applicable.

17. **Termination without Cause:** The County may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by County, at the time of termination. If County terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to County any work completed or in process for which payment has been made.

18. **Choice of Laws and Venue:** This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.

19. **Indemnification and Hold Harmless:** It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor agrees to indemnify and hold harmless the County and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the County, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees, or officials.

20. **Notices:** All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for

Attachment H

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RFP# 2020-10163-30

(5/2019)
21. giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for County shall be addressed as follows:
Project Manager
Office of Economic Development
401 McIntire Road
Charlottesville, VA  22902

With a copy to:
Samuel T. Winder, CPPO, CPPB
Purchasing Agent
401 McIntire Rd., Room 248
Charlottesville, VA  22902

Notices for Contractor shall be addressed as follows:
[Contractor responsible party name]
[Contractor Business Name]
[street/mailing address]
[City, State, zip]

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

22. Entire Agreement: This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.

23. Independent Contractor: Contractor shall agree and covenant that it is and shall be at all times, an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the County. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor’s liability and responsibility to safely and correctly perform its duties under this Agreement.

24. Waiver: No failure of County to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the County’s right to demand strict compliance with the terms of this Agreement.

25. Interpretation: Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

26. Severability: The provisions of this Agreement shall be deemed to be severable and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

27. Cooperative Procurement: This Agreement was awarded in accordance with Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), and in accordance with the Purchasing Manual of Albemarle County and the County. The procurement was conducted on behalf of the County and other public bodies. Therefore, pursuant to Code Section 2.2-4304, other public bodies and agencies shall have the right to utilize the provisions of the Agreement. However, when other public bodies and agencies utilize the
contract, Contractor must establish a separate contractual relationship between it and the other party. Under no circumstances shall the County be a party to or incur any obligations or responsibilities, contractual or otherwise, in association with these contractual agreements between the Contractor and another public body or agency.

29. **Contract Claims by Contractor:** Prompt knowledge by the County of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the County and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the County with notice of the Contractor’s intention to file a claim which (i) describes the act or omission by the County or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the Purchasing Office of the Albemarle County Department of Finance within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the County, it shall immediately take written exception to the order. For purposes of this provision, “claim” shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The County will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor’s written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

30. **Claims for Extra Compensation:** If Contractor encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Agreement and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Purchasing Office of the Albemarle County Department of Finance in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth. Upon notification, the County shall promptly review any claim for extra compensation. If a claim is accepted by the County, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun. The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the County to analyze the need for the extra work and the costs claimed for the work.

31. **Payments to Subcontractors:** In accordance with Virginia Code Section 2.2-4354 of the Virginia Public Procurement Act, the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the County; or, shall notify the County and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the County with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.

32. **Insurance:** Contractor agrees to secure and maintain in full force and effect at all times during the term of this Agreement, insurance in the types and at least the minimum limits of coverage required by the solicitation.

[SIGNATURE PAGE FOLLOWS]
COUNTY'S ACCEPTANCE

The County of Albemarle County, Virginia

SIGNATURE______________________________

NAME (type/print)Samuel T. Winder, CPPO, CPPB

TITLE_________Purchasing Agent__________

DATE__________________________

CONTRACTOR'S ACCEPTANCE

«Company»

SIGNATURE______________________________

NAME (type/print)________________________

TITLE______________________________

DATE__________________________

NOTARY CERTIFICATE FOR CONTRACTOR

STATE OF _____________
CITY/COUNTY OF_________________, to-wit:

The foregoing instrument was acknowledged before me this ____ day of ________, 20__, by ______________, of ________________, a ______________________ corporation, on behalf of the corporation. He/She is personally known to be or has produced _________________ as proper identification.

___________________________________ Notary Public

My Commission expires: _______________________
My Registration Number: _______________________