



Greene County, Virginia  
Mailing Address:  
PO BOX 358  
40 CELT ROAD  
STANARDSVILLE, VA 22973

## Request for Proposal

Title: Architectural Services for renovations to Courthouse

Date of This Request: April 22, 2022

Description: Architectural plans for renovating historic Courthouse  
Greene County, Virginia

Proposal Closing/Date and Time: May 18, 2022 at 3:00 p.m.

County Administration  
40 Celt Road  
Stanardsville, VA 22973

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For information regarding this RFP, please contact:

Mark Taylor  
County Administrator  
Greene County, Virginia  
PO Box 358  
40 Celt Road  
Stanardsville, VA 22973  
[mtaylor@gcva.us](mailto:mtaylor@gcva.us)  
434-985-5201

All questions that are pertinent to the RFP will be answered in the form of an addendum, which can be found on the Greene County website at: [www.greencountyva.gov](http://www.greencountyva.gov)

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

### **1.0 PURPOSE OF THE REQUEST:**

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Greene County is soliciting sealed proposals from qualified architectural firms for detailed drawings, designs, and specifications for renovations to our county courthouse. The Greene County Courthouse was built between 1838 and 1839 and is a two storied brick building and was originally designed by William B. Phillips. The courthouse suffered a fire and was restored in 1979. There have been updates and repairs to the building since that time, but the building is in need of more significant repairs.

Greene County is seeking proposals that demonstrate the consultant's capabilities to provide the required deliverables and should include all engineering services necessary for approvals, permitting and construction work on the courthouse, and prior experience working with local governments, and historic buildings.

## **2.0 SCOPE OF WORK:**

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Greene County is seeking a qualified architectural firm to provide architectural plans/designs for the interior renovation of the courthouse. There are currently two courtrooms, the circuit court clerk's office, the record room, and the combined district courts clerk's office (as well as various other office and spaces). The project requires significant interior renovation. The plans will need to address functional space issues, courtroom security, public access, storage needs, and various other space constraints.

The project shall include architectural plans, drawings, and designs. These plans should include plans for all utilities.

### **2.1 QUALIFICATION REQUIREMENTS:**

Qualification requirements for the contract shall include the following:

1. Registered to practice engineering and architecture in the Commonwealth of Virginia with in-house drafting and design capabilities and in-house surveying or arrangements with a surveying consultant licensed to practice surveying in the Commonwealth of Virginia.
2. Thorough and extensive experience in public buildings, including needs assessment and analysis, programming, renovation and/or reuse, design and construction.
3. Capability and experience in computer aided drafting software such as AutoCAD, and knowledge of Arc Info GIS.
4. Proximity and availability to Greene County.
5. Experience in historic preservation and renovation.

### **2.2 STATEMENT OF QUALIFICATIONS SUBMITTAL CONTENTS:**

Interested Consultants shall submit five (5) copies of Statements of Interest and Qualifications (Proposal). The format and submittal requirements shall be as outlined in Section 3.6 of this RFP.

A letter from each proposed sub-consultant committing to work on the project team shall also be submitted with the proposal.

All proposals shall be signed with the Consultant name and by a responsible and authorized officer or employee.

### **2.3 PERIOD OF CONTRACT:**

The initial contract period shall be for a one (1) year term from the date of execution. Upon mutual consent, the County shall have the option to renew the contract up to four (4) additional one (1) year terms contingent upon need and availability of funds. The County reserves the right to enter into a contract with more than one selected firm. The County provides no guarantee of the amount of work to be assigned to the selected firm(s).

### **2.4 PROJECT SCHEDULE:**

- Request for Proposal issued	April 25, 2022
- Proposals due by	May 18, 2022
- Selected firms interviewed	May 25, 2022
- Contract Award	June 14, 2022

### **2.5 RFP QUESTIONS:**

Address all questions concerning this RFP to:

Mark Taylor  
County Administrator  
Greene County, Virginia  
PO Box 358  
40 Celt Road  
Stanardsville, VA 22973  
[mtaylor@gcva.us](mailto:mtaylor@gcva.us)  
434-985-5201

The consultant may be requested to submit any and all question(s) in writing. Written responses, including the questions will be provided to all consultants.

### **2.6 EMERGENCY ORDER:**

In the event of any emergency, the County reserves the right to order the contracted services or supplies from other sources which could provide a faster delivery time.

## **2.7 CONTRACT:**

A contract will be negotiated with the firm(s) selected.

## **3.0 PROPOSAL PREPARATION & SUBMISSION:**

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To be considered for selection, offerors must submit a complete response to the RFP. Sealed proposals shall be received until, but no later than the specified time and date of the opening as designated in the invitation, and late proposals shall be rejected. **Proposals, to include addenda or changes to a response, shall not be accepted via a fax machine or e-mail.**

### **3.1 EFFECT OF PROPOSAL SUBMISSION:**

Submission of a proposal shall constitute agreement to include the provisions contained in this RFP and/or in the Consultant's proposal in any contract negotiated between the parties.

By submitting a proposal, the Consultant also agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for or have right to cancellation of or relief from the contract because of any misunderstanding or lack of information.

### **3.2 DUE DATE AND COPIES RETURNED:**

**Responses are due no later than May 18, 2022 3:00 p.m. local time.** Consultants should deliver the sealed proposals to: **County Administration, PO Box 358, 40 Celt Road, Stanardsville, VA 22973.** The Owner shall not accept proposals after that date and time. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned unopened to the Consultant.

All Consultants are to submit **five (5) copies** of their technical proposals. Cost proposals will not be requested until the negotiations stage.

### **3.3 CONFLICTS OF INTEREST:**

This solicitation is subject to the provisions of Section 2.2-3100 et seq., Virginia Code, "The Virginia Conflicts of Interest Act". No member of the Board of Supervisors, Planning Commission, School Board, or any employee of Greene County, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a consultant or sub-consultant in connection with any bid or proposal, or have a personal interest therein as defined by 2.2-31-1, Virginia Code.

### **3.4 COLLUSION:**

All proposals submitted shall be made without prior understanding, agreement, or connection with any corporation, partnership, firm or person submitting a proposal for the same requirements,

without collusion or fraud. Collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards.

### **3.5 CONFIDENTIALITY:**

The Owner shall not discuss or disclose proposals or cost with competing Consultants during the selection process or otherwise disclose them to the public except as may be required under the Federal and State Freedom of Information Acts and other relevant law (i.e. Virginia's Procurement Act). Proprietary information that is submitted must be identified as such as the time of submission, and shall not be disclosed to the public or competing Consultants at any point in time.

No responsibility shall be attached to the purchasing representatives for the premature opening of disclosure of a proposal not properly addressed and identified.

### **3.6 PROPOSAL FORMAT INSTRUCTIONS:**

The Owner will follow the evaluation process and selection criteria described in Section 4.0 of this RFP. In order to provide each Consultant an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Consultant may deem appropriate.

The Owner is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format. The following paragraphs provide guidelines to each Consultant for information to include in the proposal.

1. Cover Letter:

The cover letter should confirm the Consultant's understanding of this RFP and general understanding of the project as well as the cost associated with providing architectural services on this project.

2. Consultant and Project Team Qualifications and Experience:

The purpose of this section is to provide the Owner with an overview of the Consultant's firm and also demonstrate the qualifications of the staff the Consultant will assign to this project if selected. At a minimum, the proposal should:

- Designate a Project Manager and indicate office location.
- Include the organization chart, functional discipline, and responsibilities of project team members.
- Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Consultant and/or sub-consultant, and professional license.

- Discuss the Consultant’s ability to work in harmonious, non-adversarial relationships with the Owner and their agents.

The personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No replacement may be made without submission of a resume of the proposed replacement for approval by the Owner.

The Consultant shall clearly state whether it is proposing to subcontract any of the work herein. The names of the sub-consultants shall be provided and by proposing such firm(s) or individuals, the Consultant assumes full liability for the sub-consultant’s performance. The Consultant shall state the amount of previous work experience with the sub-consultant(s). The Owner has sole discretion to reject any proposed sub-consultant.

3. Consultant’s Project and Management Approach:

The purpose of this section is to provide the Owner with the Consultants understanding and proposed approach to typical projects. The Consultant should discuss in detail the proposed management and project approach for performing any project awarded during the term of the Agreement.

The Owner reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Consultant. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the Owner, the Owner reserves the right to reject the proposal.

4. Representative Projects:

This section of the Consultant’s Proposal should list and describe representative clients currently served focusing on general engineering projects. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person.

5. Demonstrated Capacity to Effectively Control Project Costs and Accomplish Work in a Timely Manner:

- Describe the Consultant’s cost control methodology.
- Describe the approach for reducing project costs.
- Describe the documentation, tracking and reporting system.
- Describe the program for quality control.

6. References:

Provide the current name, address, and telephone number of at least five (5) references the Consultant has served either currently or in the past three (3) years; preferably those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

#### **4.0 SELECTION OF CONSULTANT:**

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##### **4.1 APPROVING AUTHORITY:**

The approving authority for this RFP is Greene County, Virginia and the Greene County Board of Supervisors. This project is contingent upon annual appropriation of funds by the Board of Supervisors.

##### **4.2 INTERVIEW:**

Following evaluation of the proposals by the Selection Committee based on the criteria listed in Section 2.1 of this RFP, the Selection Committee will interview those Consultants deemed fully qualified, responsible and suitable.

##### **4.3 BASIS FOR AWARD:**

The Selection Committee will base its recommendation on the “Evaluation Criteria” set forth in this RFP. Based on the results by the preliminary evaluation, the highest rated Consultants will be invited to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Consultants.

The Award will be made to the responsible Consultant(s) whose proposal, interview and resulting contract conforms to this solicitation and is most advantageous to the Owner, price and other factors considered. If the Owner is unable to come to agreement with the most highly qualified Consultant during negotiations, the negotiations will be terminated and the Consultant ranked second shall be selected for negotiations.

##### **4.4 EVALUATION CRITERIA:**

The Committee will base the initial and final evaluation on the following criteria:

<b><u>Maximum points</u></b>	<b><u>Evaluation Criteria</u></b>
25	Project team qualifications and experience

20	Consultant project and management approach
20	Representative projects
15	Ability to control project costs
15	References
5	Proximity and availability to Greene County
<hr/> 100	<i>Total points possible</i>

The Owner may arrange for discussion with Consultants submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Consultant to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the Consultant’s physical premise prior to making a final decision.

**4.5 OWNERSHIP OF DOCUMENTS:**

The Consultant shall provide the Owner’s with original documents, bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with the Owner’s word processing and AutoCAD hardware and software. All documents, including computer disks, shall become property of the Owner upon final payment of all fees to the Consultant as set forth in the contract. The County reserves the right to alter the documents and/or specifications for its purposes, but will provide a properly initialed revision block showing County responsibility for such changes.

**4.6 PRIME CONSULTANT:**

The selected Consultant will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Consultant or sub-consultants. The selected Consultant is to be the sole point of contact with regard to all contractual responsibilities.

The County and Authority also reserves the right to contract with more than one firm for specific aspects of the RFP if that is in the County’s best interest.

**4.7 CONTRACTUAL DEVELOPMENT:**

Once a Consultant is tentatively selected based on the “Evaluation Criteria”, the Owner reserves the right to negotiate further with the selected Consultant. As a result of this contract discussion and negotiation, the Owner may propose a contract that amends the scope of this RFP or the

Consultant's proposal prior to signing the contract. At the same time, this RFP and the Consultant's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, and the Consultant's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactory proposed contract cannot be negotiated with the highest ranked Consultant, negotiations will be terminated. Negotiations shall then be undertaken with the second most qualified Consultant and so on until agreement is reached with a consultant.

#### **4.8 CONTINGENCY OF THE CONTRACT AWARD:**

Award of the Contract to the selected Consultant is contingent upon:

- The budget and availability of funds, and
- The successful negotiations of contractual terms agreeable to both parties.

Failure to achieve the foregoing will result in no award at this time.

#### **4.9 STANDARD CONTRACT FOR SERVICES:**

The Owner expects to enter into a Professional Services Agreement for this project. Provisions to be excluded from or included in all Owner contracts are enumerated in Appendix A.

Specific obligations of each party will be specified in the final signed contract.

Consultants are reminded that the proposal will form the basis of the contract negotiations phase between the Owner and the selected Consultant. Accordingly, the proposal should be written in a concise, forthright manner and respond in the manner described in this RFP.

#### **4.10 ACCEPTANCE, INVOICING, AND PAYMENT:**

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the products or service is approved as acceptable by the Owner.

The Consultant shall submit invoices listing the services performed and completed to the Owner. The invoice should cite the project description and contract number, shall include a basis for the invoiced amount, and shall include a status report for the project.

The Owner will make payment to the Consultant, net 30 days or in accordance with discount terms if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services.

**5.0 SPECIAL TERMS AND CONDITIONS:**

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**5.1 IDENTIFICATION OF PROPOSAL/PROPOSAL ENVELOPE:**

The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Offeror

Due Date

Time

\_\_\_\_\_  
Street or Box Number

\_\_\_\_\_  
RFP No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
RFP Title

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

The offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

**5.2 INDEMNIFICATION:**

Offeror agrees to indemnify, defend and hold harmless the County of Greene, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or caused by or arising in any way from any services of any

kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the County.

**6.0 METHOD OF PAYMENT:**

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The Offerors shall be paid on the basis of invoices submitted monthly. Invoices shall be rendered directly to the Department of Utilities/General Services, 40 Celt Road, Greene, VA 22973, for review and payment approval. Invoices shall be paid NET 30 after receipt of approved invoice. The Offeror shall reference the contract number and dates of billing period.

**7.0 SIGNATURE SHEET:**

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My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal. My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this proposal and certify that I am authorizing to sign this proposal for the offeror.

To receive consideration for award, this signature sheet must be returned to the Utilities/General Services Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name:

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Address:

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Signature:

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Name (type of print):

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Official Title:

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Federal Tax ID No.

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Date:

Telephone Number:

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## **5.0 APPENDIX A: GENERAL TERMS AND CONDITIONS:**

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### **5.1 APPLICABLE LAWS:**

This solicitation and the resulting contract for the successful offeror shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The contract entered by the successful offeror will include all terms of this RFP and the parties are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations. All General Terms and Conditions spelled out herein will be included in the contract awarded to the successful offeror.

### **5.2 ANTI-DISCRIMINATION:**

By submitting their proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-431 1 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, 2.2-4343.1E).

In every contract over \$10,000, the provisions in 1. and 2. below apply:

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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- 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.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub-contractor or consultant.

### **5.3 DRUG-FREE WORKPLACE:**

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

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

### **5.4 ETHICS IN PUBLIC CONTRACTING:**

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this request for proposal.

### **5.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**5.6 NONDISCRIMINATION 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 state agency, department or institution 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.

**5.7 CLARIFICATION OF TERMS:**

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact the owner's representative whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by written addendum issued by the owner.

**5.8 PRECEDENCE OF TERMS:**

The General Terms and Conditions APPLICABLE LAWS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, 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 Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**5.9 QUALIFICATIONS OF OFFERORS:**

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

#### **5.10 ASSIGNMENT OF CONTRACT:**

Neither the Contract, nor any part thereof, nor any money's due or that become due to the Contractor pursuant to the Contract, may be assigned by Contractor without the prior written approval of the County.

#### **5.11 CHANGES TO THE CONTRACT:**

Changes can be made to the contract in any of the following ways:

1. 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.
2. 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, 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 mutual agreement between the parties in writing.

#### **5.12 DEFAULT:**

In case of failure to deliver or install 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.

#### **5.13 INSURANCE:**

By signing and submitting a proposal under this solicitation, the offeror certifies that they have purchased and will maintain in force, at his own expense, such insurance as will protect him from claims set forth below which may arise out of or from the contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Contractor and Owner, from any and all claims for personal injury and property damage resulting by any action or inaction on the part of the Contractor, his agents, servants and employees. The Contractor shall furnish insurance from companies and in a form acceptable to the Owner's Attorney and shall require and show evidence of insurance coverage on behalf of any subcontractor, before entering into any agreement to sublet any part of the work to be done under this Contract.



decision to award a contract, the Utilities/General Services Department will inform in writing, for the offerors(s) who submitted proposals, of the County's decision.

**5.15 AUDIT:**

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**5.16 AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent that funds are annually appropriated for the contract by the Board of Supervisors.

**5.17 WITHDRAWAL OR MODIFICATION OF PROPOSALS:**

Proposals may be withdrawn or modified by written notice received from offeror prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal. All withdrawal or modifications shall be done according to State law.

**5.18 RECEIPT AND OPENING OF PROPOSALS:**

- (a) It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
- (b) The provisions of 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

**5.19 SUBCONTRACTORS:**

- (a) The contractor shall as soon as practicable after the signing of the contract, notify the County in writing of the names of subcontractors proposed for the principal parts of the work. The contractor shall not employ any subcontractor that the County may, within a reasonable time, object to as unsuitable. The County will not direct the contractor to contract with any particular subcontractor unless provided in the specifications or proposal form.
- (b) The County shall, on request, furnish to any subcontractor, if practicable, the amounts of payments made to the contractor, the Schedule of Values and Requests for Payment submitted by the contractor, and any other documentation submitted by the contractor

which would tend to show what amounts are due and payable by the contractor to the subcontractor.

- (c) The contractor agrees that he is fully responsible to the County for the acts and omissions of his subcontractors, suppliers, and invitee upon the site of the project, and of persons either directly or indirectly employed by them, and for the acts and omissions of persons employed by him.

**5.20 PROPOSAL ACCEPTANCE PERIOD:**

No proposal may be withdrawn after the scheduled closing time for receipt of proposals for ninety (90) calendar days, except as provided in Section 2.2-4330(A)(i), Code of Virginia, which states the offeror shall give notice in writing of his claim of right to withdraw his proposal within two business days after the conclusion of the proposal opening procedure. Any withdrawal request made to the Director of Finance must be accompanied by offeror's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to Code of Virginia, subdivision F of 2.2-4342, an offeror must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-(F) is necessary.

**5.21 TERMINATION BY OWNER FOR CONVENIENCE:**

- (a) Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor 30 days written notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require assigning to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
  - (1) All amounts then otherwise due under the terms of this contract,
  - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
  - (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.

- (b) In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

## **APPENDIX B – CONTRACT PROVISIONS**

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Greene County will not execute contracts containing any of the following prohibited provisions. All of the County's contracts must contain the mandatory provisions detailed herein. Presentation of a contract containing any of the prohibited provisions renders the RFP or IFB nonresponsive.

### **A. PROHIBITED PROVISIONS**

1. Waiver by County of express or implied warranties of merchantability and fitness for a particular purpose.
2. Waiver by County of any other warranties, including warranties of non-infringement or arising from a course of dealing.
3. Waiver by County of any contractor liability for infringement or any other damage.
4. Limitation of contractor liability.
5. Waiver or limitation by County of any damages, including but not limited to indirect, special, consequential or incidental damages.
6. Indemnification or holding harmless of contractor by the County for any damage caused by the County which is not solely the result of County action.
7. Indemnification or holding harmless not permitted by the doctrine of sovereign immunity.
8. Mandatory arbitration.
9. Reduction in statute of limitations; time periods.

## **B. MANDATORY PROVISIONS**

1. Agreement governed by the law of Virginia.
2. Litigation about the contract shall lie in Circuit Court of Greene County or the Western District of Virginia (where federal court is mandated by law).
3. Agreement will include all RFPs or IFBs and contractor responses thereto.
4. Appropriation. The obligation of County to make payments hereunder is subject to availability of annual appropriation of funds for such purpose. Notwithstanding the foregoing, County hereby represents and warrants that sufficient funds have been appropriated to cover payments under this Agreement for the current fiscal year. County further agrees promptly to affirmatively seek authorization and approval for funding, including, if necessary, on an emergency basis, to pay when billed for Services. In the event that County cannot procure or obtain lawfully appropriated and available budget authority for the Services, and notifies Contractor in writing of such non-availability of funding, this Agreement may be terminated by the County without further liability, except that County shall pay Contractor for all services provided by Contractor and accepted by County up to and including the date of termination.

