

COUNTY OF SUSSEX REQUEST FOR PROPOSALS (RFP)# 2021-03

Issue Date: March 18, 2021

Deadline: April 30, 2021 at 2:00 PM

Title: ANNUAL TERM CONTRACTS FOR PROFESSIONAL ENGINEERING SERVICES ON MULTIPLE SMALL PROJECTS.

NOTICE

The County of Sussex will receive sealed proposals until April 30, 2021 at 2:00 P.M. Eastern Standard Time, from firms seeking to enter an annual contract to provide with professional engineering services on multiple small projects. Pursuant to the requirements of the Virginia Public Procurement Act (Va. Code § 4303.1), fees paid for professional services under such contract shall not exceed \$150,000 for any single project, nor shall the annual sum of all projects exceed \$750,000. The initial one-year contract may be extended annually for up to four additional years, at the County's sole option. In its sole discretion the County may elect to award such contracts to more than one of the firms submitting proposals. A copy of instructions for proposal submission and more detailed contract requirements and conditions for such contracts may be obtained by contacting Richard Douglas, Sussex County Administrator by email, addressed to rdouglas@sussexcountyva.gov, or Shilton Butts at sricks@sussexcountyva.gov or by telephone at 434.246.1000; or visit Sussex County website at www.sussexcountyva.gov.

Instructions for Proposal Submission:

Sealed proposals should be submitted before the above stated deadline, to County of Sussex,

ATTN: Richard Douglas, County Administrator, addressed as follows,

by US Mail, to: P.O. Box 1397, Sussex. VA 23884.

in person or by private express, to: 20135 Princeton Road, Stony Creek, VA 23882

Four copies of the proposal should be included in a sealed envelope or shipping container. The face of the envelope or container shall be clearly marked in the lower left hand corner as follows: **County of Sussex RFP: Annual Term Contract for Professional Engineering Services.**

Modifications or corrections to proposals are not acceptable after proposals have been opened. Erroneous proposals may be reclaimed or superseded at any time prior to opening time. Any new proposal must be marked: in the same manner as the original submission with the additional notation "Supersedes all previous submissions."

Proposals must be submitted by the date and time indicated above or they will remain unopened. No allowance will be made for postmark or error in delivery to an incorrect address. It is the sole responsibility of the proposer to ensure timely delivery of the proposal. No emailed or faxed proposals will be accepted.

Offerors are requested not to submit questions via telephone. All questions or requests for clarification of this RFP should be **submitted in writing** and be directed to the County Administrator at the email or postal address shown above. **Questions must be submitted not later than 72 hours before the deadline for receipt of proposals**, to allow the County time to prepare a response and submit said response to all firms on the Offeror list.

Form required with proposal:

Each Offeror shall attach to its proposal the following proposal form, executed by a duly authorized officer or principal of the Offeror:

**Proposal Form
Sussex County Term Contract for Engineering Services**

In compliance all the conditions imposed by the Request for Proposals, which are incorporated herein by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Offeror Firm:

_____ Zip Code: _____

Federal Identification No. _____

Phone: (____) _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

E-mail: _____

Non-collusion

The undersigned, acting on behalf of (Name of Offeror firm) _____, does hereby certify, that the attached proposal 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 bid 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, (Secs.18.2-498.1 and following.)

Signature of Authorized Representative: _____

Printed name: _____

Date: _____

Notary Acknowledgement:

COMMONWEALTH OF VIRGINIA

_____, to wit:

The foregoing Certification of No Collusion was subscribed and sworn to before the undersigned notary public, by _____ on behalf of the Offeror, this ___ day of _____, 2021.

Notary Public

My Commission Expires: _____

Review of Proposals:

Interviews. The Sussex County Administrator and his designees will review all proposals and select a minimum of two Proposers deemed to be qualified, responsible, and suitable to provide the services set forth by the RFP. Interviews will be used to further evaluate the Proposers' experience and expertise in providing similar services to local government entities in Virginia and elsewhere.

Determination of number of contracts to be awarded. Based upon the proposals, the firms' experience and the interviews, the County Administrator and his designees shall determine whether to award a single contract or multiple contracts. It is anticipated that the County could, for example select one firm for work associated on land use and zoning (stormwater, erosion sediment control, etc.) related matters, another firm for work relating County buildings and real property, or another for road projects, or housing and economic development efforts.

If the number of contracts to be awarded is less than the number of firms selected for interviews, the County Administrator shall determine the firms deemed most qualified, and shall engage in negotiations with those so selected to determine contract rates and terms.

Evaluation Criteria:

Evaluation criteria shall include without limitation the following factors:

- Experience of the Proposer in providing the specified engineering services for local governments or other clients
- Understanding of the purpose and functions of the Contractor's role and contribution in providing engineering services for similar sized localities
- Qualifications of the Proposer's Contractors, project manager and project teams and overall qualifications and experience of the Proposer and any subcontractors to be used
- Quality of the content of the Proposer's proposal and the Proposer's responsiveness to the request of the proposal
- The sufficiency of Proposer's financial resources and ability of the to perform work in a timely and efficient matter
- References
- The location of the Proposer's office that will have the responsibility for providing the services and the ability of the Proposer to respond quickly to requests and requirements of the County

Scope of Services:

The selected firm(s) will be expected to perform engineering services at the County's request, on an as needed basis for various small projects throughout the one-year term of the contract. **Contracts awarded may be renewed year to year at the County's sole discretion, for up to four additional years following the initial term.**

The types of services to be provided shall include, but are not limited to:

- Preparing plans and drawings for water and sewer line extensions, storm water drainage facilities, parking lots, driveways or minor street extensions, parks and recreation areas or other County public facilities
- Assisting County staff with applications for environmental permits, or efforts to comply with permit requirements
- Preparation of surveys and plats
- Evaluation of needs for repairs and replacements or new installations of plumbing, heating and cooling, electrical or other equipment in county facilities
- Evaluation of structural defects in rooves, floors, walls or foundations of buildings owned or maintained by the County or its agencies
- Preparing plans and specifications for engineered or pre-fabricated buildings or structures to be located on the property of the County or its agencies
- Preparation of specifications, drawings and bid documents relating to any of the foregoing types of work
- Construction inspections, reviews of payment requests and other construction management activities as needed for any such work
- Any other professional Engineering services required on small projects typically needed by a county government in Virginia to perform its governmental functions and provide services to the public

GENERAL CONDITIONS. The following conditions shall apply to this procurement and to any contract resulting from this RFP:

- A. **Contract Award.** County of Sussex reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission or additional information. The County reserves the right to award the contract(s) to the most responsible and responsive Proposers, resulting in negotiated agreements, which are most advantageous to and in the best of interest of the County. The County shall be the sole judge of the proposals and the resulting negotiated agreements that are in its best interests.
- B. **Termination for Convenience.** The County Sussex shall have the right to terminate at its convenience, with or without cause, any contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the County.

- C. **Assignment of Interest.** The Contractor shall not assign any interest in the resulting contract and shall not transfer any interest in the same without prior written consent of the County which the County shall be under no obligation to grant.
- D. **Release of Data.** No reports, information or data given to or prepared by the Contractor under the resulting contract shall be made available to any individual or organization by the Contractor without the prior written approval of the County, which approval the County shall be under no obligation to grant.
- E. **Gender Reference.** Words of any gender used in any contract resulting from this RFP shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.
- F. **Binding Effect.** The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.
- G. **Governing Law.** The laws of the Commonwealth of Virginia shall govern any contract resulting from this RFP.
- H. **Worker's Compensation Insurance** in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:
1. Bodily Injury by accident, \$100,000 for each accident;
 2. Bodily injury by disease, \$500,000 policy limit;
 3. Bodily Injury by disease, \$100,000 for each employee.
- I. **Public Liability Insurance** in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.
- J. **Automobile liability insurance** in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.
- K. The insurance specified herein shall name the County of Sussex as additional insured with regard to work performed under any subsequent contract. The policy(ies) shall provide that the County is to receive written notice by certified mail, sixty (60) days in advance of cancellation or alteration of the policy(ies). Contractor shall provide the County with copies of certification of insurance coverage and proof of payment of all premiums.
- L. **Ethics in Public Contracting.** Contractor hereby certifies that it has familiarized itself with Article 4-6 of Title 2.2 of the Virginia Public Procurement Act, Va. Code §2.2-4367, et. Seq., and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

- M. **Partial Invalidity.** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any contract resulting from this RFP, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any contract shall neither be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.
- N. **Release and Ownership of Information.** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this contract. The County reserves its right of ownership to all material given to the Contractor and to all background information, documents, and computer software and documentation developed by the Contractor in performing any contract resulting from this RFP.
- O. **Indemnity.** The Contractor shall indemnify and hold harmless the County of Sussex and its officers and employees, against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law. The County is not permitted under Virginia law to provide a similar blanket indemnification to the Contractor, and any proposal including such a requirement may be deemed non-conforming.
- P. **Subcontractors and Assignments.** The Contractor shall not sublet or assign this contract or any portion thereof without the prior written consent of the County. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by the County to permit the County to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to the County for approval. The subcontract shall incorporate by reference all provisions and conditions of the contract resulting from this RFP.
- Q. The County approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to the County for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and the County. Examination of Records. The Contractor agrees that the County of Sussex or any duly authorized representatives shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration,

litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.

- R. **Licenses and Patents.** The Contractor, in any Contract resulting from this RFP, shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save the County and its officer and employees harmless from any and all loss, including reasonable attorney's fees, on account thereof.
- S. **Attorney Fees.** In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall be responsible for its own attorney fees.
- T. **Contractual Disputes.** Contractual claims, whether for money or other relief, shall be submitted by Contractor in writing no later than sixty days after final payment; however, written notice of Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Owner shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless Contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.
- U. **Payment of Subcontractors.** Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Contractor under this contract for work performed by a subcontractor under this contract:

- (a) Pay the subcontractor for the proportionate share of the total payment received by Contractor attributable to the work performed by the subcontractor under this contract, or
- (b) Notify the Owner (Locality, Commission, Board, Authority, etc.) and the subcontractor, in writing, of Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

Contractor shall pay interest to subcontractors on all amounts owed by Contractor that remain unpaid more than seven days following receipt by Contractor of payment for work performed by subcontractors under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the Owner, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

- V. **Nondiscrimination.** During the performance of this contract, the contractor agrees:

- (a) not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Notices setting forth the above language shall be posted in conspicuous places, available to employees and applicants for employment.
- (b) The Contractor, in all solicitations or advertisements for employees placed by or on the Contractor's behalf, 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 the above requirements.
- (d) The Contractor will include the provisions of 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.

W. **Drug-Free Workplace.** During the performance of this contract, 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 the 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 the contractor that the contractor maintains a drug-free workplace; and
- (d) 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.

X. **Illegal Immigration.** By entering this contract, Contractor certifies that it does not, and shall not during the performance of this contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Y. **Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth; provision of SCC Identification Number.**

Contractor, whether 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 to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Contractor shall provide the County with its State Corporation Commission Identification Number.

If Contractor 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, Contractor shall provide the County with a statement describing why it is not required to be so authorized.

Failure to comply with provision shall result in the Contractor not receiving an award of this Agreement unless a waiver of this requirement is granted by the County Administrator. 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 cancelled at any time during the term of this Agreement, and such failure to comply with this provision may result in the County voiding this Agreement as authorized by Section 2.2-4311.2 of the Code of Virginia.