

SUSSEX COUNTY, VIRGINIA
REQUEST FOR PROPOSALS #2023-02
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
FOR RENOVATION AND CONSTRUCTION
OF HISTORIC COURTHOUSE AND
RELATED FACILITIES

Sussex County, Virginia, will accept proposals until Friday, January 19, 2024, 5:00 pm, local prevailing time, from qualified firms (“offerors”) to provide professional services associated with development of an architectural program, architectural and engineering design, development of construction documents/bid specifications and construction administration services, all associated with renovation of the historic Sussex County Courthouse and associated construction and renovation of related county facilities, in accordance with USDA Rural Development community facilities funding guidelines. Sussex County intends to select one firm or a team of firms to provide these services using the competitive negotiation procedure for professional services as defined in Section 2.2-4302.1 of the Code of Virginia.

Full copies of the RFP may be requested by contacting Shilton R. Butts, Assistant to the County Administrator/Clerk to the Board, at sricks@sussexcountyva.gov, or 434-246-1000. [The RFP is posted on the County website \[www.sussexcountyva.gov\]](http://www.sussexcountyva.gov) and on eVA [\[eva.virginia.gov\]](http://eva.virginia.gov).

1. General

Sussex County, Virginia, will accept proposals until Friday, January 19, 2024, 5:00 pm, local prevailing time, from qualified architectural firms (“offerors”) to provide professional services associated with development of an architectural program, architectural and engineering design, development of construction documents/bid specifications and construction administration services, all associated with renovation of the historic Sussex County Courthouse and associated construction and renovation of related county facilities, in accordance with USDA Rural Development community facilities funding guidelines. Sussex County intends to select one firm or a team of firms to provide these services using the competitive negotiation procedure for professional services as defined in Section 2.2-4302.1 of the Code of Virginia.

The Wooten Company, under its general services term contract with Sussex County, and Glave & Holmes recently completed general assessment and conceptual design tasks related to County’s courthouse campus, to include the historic Sussex County Courthouse, an addition to the courthouse constructed in the 1950s, a building housing the Treasurer and Commissioner of the Revenue, a building housing the Clerk of Court, and former county administration building. Deliverables included a report of existing conditions and concept design for the historic courthouse (January 2023); a building conditions assessment of the other buildings (April 2023); an architectural space program (August 2023); and a concept design and estimate of probable costs to reflect a project consisting of the following: a renovated historic courthouse with construction of an administrative addition/demolition of existing space; renovation of the existing Treasurer/Commissioner of the Revenue building; renovation of the Clerk of Court office and adjacent former administrative building with new construction connecting the two buildings; and a public works building. The architectural team estimated this project to cost \$17.2 million, and it was separated into four phases.

1. **Scope of Services**

Sussex County seeks the following professional services:

a) **Development/Finalization of the Architectural Program:**

Recommend any modifications to the architectural programming document, to include any modifications to the phasing of the project, if necessary.

b) Architectural and Engineering Design:

- i. Prepare design and construction documents for the project that are in conformance with the approved architectural program and generally accepted architectural and engineering practices, and further comply with applicable codes and regulations including but not limited to the Virginia Uniform Statewide Building Code and the Americans with Disabilities Act.
- ii. Revise as needed and finalize construction cost estimates and work with the County to create a comprehensive construction budget.
- iii. Prepare site plans and schematic drawings.
- iv. Refine the schematic design by preparing preliminary plans showing the layout and size of all of the components of the facility including all rooms, closets, toilets, storage and service areas, mechanical rooms, stairways, elevators and corridors. Indications of surface treatments, furnishings and the locations of equipment also should be shown.
- v. Prepare complete contract documents, including instructions to bidders, bid form, agreement, general conditions, supplementary conditions, technical specifications, construction plans and other documents as may be required by the County; all in compliance with the Virginia Public Procurement Act.
- vi. Furnish sets of construction drawings, elevation drawings and contract documents in such quantity as may be required by the County for submission to regulatory agencies and other reviewing authorities and for the County's general use.
- vii. Prepare an updated, detailed estimate of the cost of construction based on the final drawing and specifications that does not exceed the County's budget for the project. All cost estimates shall contain sufficient detail to project accurately all expenses associated with the project: including, for example, costs related to:
 - Building construction
 - Construction administration and oversight
 - Site improvements
 - Off-site improvements (If necessary)
 - Utilities

- Temporary facilities
- Consulting fees
- Boundary, topographical, as-built and other surveys
- Geotechnical investigation, soil borings and other tests
- Structural engineering investigation, concrete analysis and other tests
- Testing and laboratory services and inspections
- Furniture, fixtures and equipment.
-

c) Bidding Phase Services

- i. Assist the County in developing and publishing criteria for prequalification of prospective contractors for construction in accordance with Virginia Code § 2.2-4317.
- ii. Coordinate selection of a general contractor through the competitive sealed bidding process; including attendance at pre-bid conference and assisting in responding to inquiries regarding the drawings and specifications.
- iii. Assist the County in determining which bidder has submitted the lowest responsive and responsible bid.
- iv. Assist the County and selected general contractor in obtaining any federal, state or local permits or approvals that are applicable to or necessary for the project.

d) Construction Administration Services

- i. Review/approve submittals, shop drawings and other product data or samples to verify conformance with the contract documents.
- ii. Provide periodic site visits by principals, project architect, and other staff members as appropriate, to observe the work in progress and to make appropriate reports to the County.
- iii. Review proposed change orders submitted by the selected general contractor and make recommendations as to whether such change orders should be accepted; assist the County in preparation of change orders to the contract as deemed necessary by the County.
- iv. Review and verify monthly payment estimates submitted by the general contractor, and conduct periodic meetings to review progress and assist in coordinating ongoing work.

- v. Assist in providing (by subcontract if necessary) material testing services as needed during construction to assure appropriate quality control.
 - vi. Identify construction inspection/verification hold points that require verification/approval by either the AE or the County assigned Project inspector(s): such verification/hold points pertain to and/or are in addition to inspections required by the Virginia Uniform Statewide Building Code to ensure the quality and acceptability of the project Is confirmed at all phases of construction.
 - vii. Prepare and provide an Inspection Guide and Checklist for use by the AE and/or the County's assigned Project Inspector(s) to provide for documentation of the acceptance of all required inspections conducted/completed throughout construction of the project.
 - viii. Make a final Inspection of the completed project with the County. Upon full and satisfactory completion of all construction, issue in coordination with the County a Certificate of Substantial Completion and acceptance. Upon completion of the work, compile for and deliver to the County a complete set of record documents, including warranties on equipment, permits, as-built drawings and inspection reports.
- e) Provide other related services required to assist the County in bidding the construction work, awarding the construction contract and administering the construction contract.
 - f) Coordinate all activities of the program of work and consult regularly and clearly with the County with regard to any concerns or difficulties that may arise with respect to adhering to the agreed schedule and timelines.
 - g) Provide all necessary engineering, architectural, environmental, surveying, Impact analysis (e.g. traffic, utilities, infrastructure), and other services related to the program of work and necessary to provide the required services and deliverables.

This is a general listing of the scope of services and deliverables and should not be construed as being the full and complete list of all services and deliverables that may be required. A more comprehensive list of services and deliverables may be developed through discussion and negotiation between the offeror and County.

2. Site Visits

Site visits may be scheduled at the request of offeror and may be arranged by contacting the Office of the Sussex County Administrator at (434) 246-1000.

3. Term of Contract

The duration of any resulting contract will be dependent on negotiations with the selected offeror.

4. Proposals

- a)** In order to be considered for selection, offerors must submit a complete response to this RFP. One printed and signed original and one electronic copy (PDF) of each proposal must be submitted to the County Administrator, at the location stated below, on or before 5:00 pm, local prevailing time, on January 19, 2024.
- b)** Proposals should conform to the following requirements:
 - i. Proposals must be signed by an authorized representative of the Offeror.
 - ii. All requested Information must be submitted. Proposals which are substantially incomplete or lack key information will be rejected by the County.
- c)** Proposals must include:
 - i. Resumes of individuals to be assigned to the project (see subparagraph f below);
 - ii. Recent history of the firm, including recent projects of similar nature (see subparagraph d below);
 - iii. Names and references from similar projects (see subparagraph e below);
 - iv. A statement of the capacity of the firm to perform the work based upon current and planned work load and schedules; and
 - v. Proposed project schedule for carrying out/providing the services/ deliverables.
- d)** Offeror must furnish evidence of its qualifications, expertise and experience in the provision of similar services/deliverables. Proposals should highlight similar work performed by the offeror, including but not limited to other historic courthouse renovation projects conducted by the offeror. Offeror is encouraged to elaborate on its qualifications to carry out the scope of services considered herein and its experience providing services and deliverables similar to those requested in this RFQ, including specific reference(s) by the offeror of its capabilities with respect to quality assurance and quality control of construction projects it has designed and assisted in the completion of.
- e)** Offeror must provide the name, address, contact person and phone number of at least three clients for whom offeror has provided similar services or deliverables. Offeror should include a brief description of each similar project. The County reserves the right to contact any client listed.

- f) The proposal must identify the offeror's proposed project team including the project manager.
- g) The proposal must identify the offeror's proposed approach/strategy to completing the project and timeline for providing the services and deliverables.
- h) The proposal must state any professional licenses maintained by offeror and/or individuals identified as being a part of offeror's project team that are relevant to the project.
- i) Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's proposal and capabilities to satisfy the requirements of the RFP.
- j) 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 Section 2.2- 4342.F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary Information. The classification of an entire proposal document as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- k) No information regarding the proposal records or the contents of responses will be released except in accordance with Virginia Code § 2.2-4342. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- l) Offerors shall not provide any estimated project costs in their proposals. During discussions with offerors, as permitted during competitive negotiation under Virginia Code § 2.2-4302.2, County may discuss nonbinding estimates of total project costs with offerors. A final price shall be determined during negotiations.

- m)** Identification of proposal envelope: The signed proposal should be sent or delivered to the County in an envelope or package that is sealed and clearly marked on the lower left-hand corner of the envelope or package with:

From: _____
(Offeror)

Due Date: January 19, 2024
Time: 5:00 p.m.
RFP #2023-02

Address _____

5. Evaluation of Proposals

The proposals will be evaluated by a team representing Sussex County Administration, Constitutional Officers, and the Sussex County Board of Supervisors. The team will rank the proposals based on the factors listed below and each firm's initial proposal. The team intends to conduct interviews and/or discussions with at least the two top-ranked firms; however, Sussex County reserves the right to interview more or less than two firms after initial proposals are reviewed, depending on how many offerors are deemed to be fully qualified.

At the conclusion of discussions, on the basis of evaluation factors published in this Request for Qualifications and all information developed in the selection process to this point, Sussex 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 Sussex County can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to Sussex County, the award shall be made to that offeror, subject to approval of the Sussex County Board of Supervisors. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Factors to be considered by Sussex County in determining whose professional qualifications and proposed services are deemed most meritorious shall include:

- a) Professional competence;
- b) Understanding of the project and the scope of services requested in this RFP;
- c) Proposed project timeline and milestones;
- d) Specific experience with renovation of historic courthouse facilities;
- e) Plan for quality assurance and quality control;
- f) Non-Binding Estimate of Cost (at discussion stage);
- g) The results of interviews and/or discussions with offerors; and
- h) References.

6. Rejection of Proposals/Waiver

Sussex County reserves the right to cancel this RFP or reject any or all proposals received. The County also reserves the right to waive informalities in proposals.

7. General Conditions

Any contract resulting from this RFP shall include the County's General Conditions as set forth in Exhibit A, which is attached hereto and incorporated herein.

8. Proposal Acceptance Period

Any proposal in response to this RFP shall be valid for 90 days. At the end of the 90 days, the offer may be withdrawn at the written request of the offeror. If the offer is not promptly withdrawn (within 5 business days) at that time, it remains in effect until an award is made or the solicitation is canceled.

9. Questions/Comments Concerning this RFP

Pursuant to Virginia Code §2.2-4316, questions or comments concerning this RFP shall be submitted in writing via email to rdouglas@sussexcountyva.gov or by regular mail to Richard Douglas, Sussex County Administrator, P.O. Box 1397, Sussex VA 23884 no later than 5 pm EST on January 12, 2024.

10. Deadline/Address

All proposals must be sealed, delivered and received by 5:00 p.m., local prevailing time, on January 19, 2024. Proposals shall be mailed or hand delivered to:

Richard Douglas
Sussex County Administrator
20135 Princeton Road
P. O. Box 1397
Sussex, Virginia 23834

11. Contract Award

The award of any contract will be made in accordance with the statutes for competitive negotiation for professional contracts contained in Virginia Code § 2.2-4302.2. It is the County's intent to enter into a contract with the successful offeror on or before April 1, 2024. If the County determines in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will post such notice on the County's webpage.

12. Ethics In Public Contracting

By submitting a proposal, offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier or subcontractor in connection with their proposal, and that it has 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. Furthermore, the provisions, requirements, and prohibitions contained in Sections 2.2-4367 through 2.2- 4377 of the Virginia Code, pertaining to bidders, offerors, contracts and subcontractors, are applicable to this RFP, as are the provisions, requirements, and prohibitions contained in Sections 2.2-3100 through 2.2-3131 of the Code of Virginia.

13. Qualifications of Offeror

Sussex County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform/provide the services/deliverables 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.

14. Debarment Status

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia, Sussex County, or any other locality from submitting bids or proposals on contracts for the type of Services/deliverables covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

Company Name and Address:

_____	Date: _____
_____	Name: _____
_____	Title: _____
_____	Telephone: _____
_____	Email: _____

Signature: _____

Attachment A
Sussex County Contract
General Conditions and any Special Conditions

Termination for Convenience. The County shall have the right to terminate this contract at its convenience, with or without cause, 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.

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.

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.

Gender Reference. Words of any gender used in this contract 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.

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.

Governing Law. The laws of the Commonwealth of Virginia shall govern this contract.

Worker's Compensation Insurance shall be in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:

Bodily Injury by accident, \$100,000 for each accident;

Bodily injury by disease, \$500,000 policy limit;

Bodily Injury by disease, \$100,000 for each employee.

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.

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.

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.

Ethics in Public Contracting. Contractor hereby certifies that it has familiarized itself with Article 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.

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 this contract, 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.

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.

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.

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 this contract.

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.

Licenses and Patents. The Contractor 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.

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.

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.

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

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.

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.

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.

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.

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.

Late Proposals: Any proposal received at the office designated in the solicitation after the exact time specified for receipt of the proposal is considered a late proposal. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Offeror to ensure their proposal reaches the office by the designated date and hour.

- a. Late proposals/modifications will be returned to the Offeror UNOPENED, if solicitation number, acceptance date and Offeror's return address is shown on the container.
- b. If the County closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.