

REQUEST FOR PROPOSALS

RFP No. SB-07-23

Issue Date: July 10, 2023



Brunswick County Industrial
Development Authority
116 Hicks Street
Lawrenceville, VA 23868
Phone: (434) 848-0248

<https://www.bcida.org/>

Title: A&E DESIGN SERVICES FOR THE SLEDGE AND BARKLEY BUILDING

Proposals Due: August 14, 2023, at 5:00 pm

The Brunswick County Industrial Development Authority (IDA) is seeking proposals from qualified firms (the "Offeror" or "Consultant") to furnish professional services described herein. Proposals will be received electronically, by the due date and hour shown above (local prevailing time).

Contract Officer: Michael Dotti, Executive Director M_dotti@bcida.org
Assistant Buyer: April Beaty abeaty@bcida.org

Brunswick County IDA
REQUEST FOR PROPOSALS
A&E Design Services for
Sledge and Barkley Building

I. Introduction.....

II. Submission Requirements and Evaluation

III. Technical Proposal Format

IV. Scope of Work

V. Evaluation Criteria

VI. Insurance Requirements

VII. Standard Terms and Conditions

VIII. Contract Specific Terms and Conditions.....

IX. Vendor Questionnaire.....

Attachments

A – Part 1 Submittals

B – Part 2 Submittals

C – Amendment 1

D – As-built drawings

E – Plan diagrams

F – Structural drawings

G – Preliminary Architectural and Engineering Report

H - Sample Professional Services Agreement - Architects and Engineers

1. INTRODUCTION

1.1. Summary

The Brunswick County Industrial Development Authority (IDA) is seeking proposals from qualified firms (the “Offeror” or “Consultant”) to furnish the goods and/or services described herein, and proposals will be received via email, to be received no later than Thursday, July 20, 2023, at 5:00 pm (local prevailing time).

The purpose of this Request for Proposals (RFP) is to solicit proposals to furnish/provide architecture and engineering professional services for the turnkey design and construction administration services for the historic rehabilitation and adaptive reuse of the Sledge and Barkley Building located at 307 Main Street in Lawrenceville, Virginia.

The Sledge and Barkley Building is part of the Lawrenceville Historic District. The Brunswick County IDA will be rehabilitating the building for mixed use. The exterior of the building will be restored and the c1982 metal awning will be removed. Historic materials will be retained and preserved or replaced in kind if found not salvageable. The infilled historic windows along the west elevation will be reinstated. The first floor will remain an open commercial space and will be brought to a vanilla shell finish until tenants can be found. The second and third floors will be reconfigured to either residential apartment units or hotel rooms, depending on future studies and investors. Reconfiguration of circulation patterns to meet fire code will be thoughtfully inserted. The warehouse will be retained as a storage space in the initial phase with plans for rehabilitation to be submitted by amendment.

1.2. Background

The Lawrenceville Historic Resource Survey of 2000 notes that the Sledge and Barkley Building is the oldest structure retaining its original name and site in the district. The company was established in 1890, then a two-story brick store building with stone trim. Business success resulted in expansion over the entire building. A third story was added (pre-1907), and a similar building erected adjacent to the north, and a brick warehouse was added to the rear (between 1907-1920). The Sledge and Barkley Building is similar in massing, form, scale, and style to other resources in this district. It is a typical example of a late-19th century three-story main street commercial building, and is an important component of the streetscape along North Street. For these reasons, Sledge and Barkley Building is a contributing resource of the Lawrenceville Historic District. The Lawrenceville Historic District period of significance is 1784-1973.

1.3. [Contact Information](#)

Project Contact:**Michael Dotti**

Executive Director

Brunswick County IDA

116 Hicks Street

Lawrenceville, VA 23868

Email: m_dotti@bcida.org

Phone: (434) 848-0248

1.4. [Timeline](#)

RFP Issued	July 10, 2023
Question Submission Deadline	Friday, July 28, 5:00 p.m.
Questions Answered	Friday, August 1, 5:00 p.m.
Proposal Submission Deadline	August 4, 2023, 5:00pm

2. SUBMISSION REQUIREMENTS AND EVALUATION

2.1. Proposal Submission

Proposal shall be submitted no later than Monday, August 14, 2023, at 5:00 pm. Proposals shall be submitted via email to the contract officers.

Electronic submissions must be in one (1) PDF file with a file size of 10MB or less, or a link to a file-sharing site for download if over 10MB.

2.2. Evaluation of Proposals

Proposals will be evaluated according to the established evaluation criteria. The Brunswick County IDA will initiate individual discussions with all Offerors deemed fully qualified, responsible, and suitable based on their proposals with emphasis on professional competence to provide the required services. Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project or services as well as alternative concepts where applicable. Interviews/discussions may encompass nonbinding estimates of total project costs, including where appropriate, design, construction, and life cycle costs. Methods to be utilized in arriving at price for services may also be discussed.

At the conclusion of discussions on the basis of evaluation criteria and all information developed in the selection process, the Brunswick County IDA will select in the order of preference two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Brunswick County IDA can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract (or contracts in the case of multiple awards) can be negotiated at a fair and reasonable price.

Only proposals from responsible Offerors that are seen as reasonably susceptible of being selected for award, based on information contained in the proposal, will be evaluated by the Brunswick County IDA. Should the Brunswick County IDA determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror if the Brunswick County IDA finds that such a selection is in the best interest of the Brunswick County IDA.

3. TECHNICAL PROPOSAL FORMAT

3.1. Technical Proposal Format

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

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

- **Executive Summary** – An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
- **Company Profile** – A profile which includes company/firm history, ownership, services offered, qualifications, financial status, office(s) location, and number and classification of employees, etc.
- **Statement of Project Understanding and Approach** – Include a statement of the firm’s understanding of the project, including reflections on the Scope of Work, and the firm’s ability to meet proposed project milestones. The proposal shall summarize the overall approach and identify a proposed schedule for each activity.
- **Staffing and Expertise** – Describe the proposed project team and discuss the proposed team management plan, including a brief description of team members’ expertise, qualifications, role on the team/project and capacity. The proposal will designate a project manager. A resume should be provided for each key team member. The submission should also include the identification of potential subcontractors who will work on the project.
- **Work Plan** – Include a detailed work plan that addresses the overall timeline and milestones necessary to complete the master plan and Scope of Work; identifies specific activities that will be accomplished each month; and describes the work products/deliverables produced for each task described in the Scope of Work. The Work Plan shall include the Offeror’s estimate of timely completion within the maximum time of 6 months from project start. This section will also include project-specific quality assurance/quality control procedures.
- **Documentation of Past Experience** – Include information pertaining to the Consultant’s and subconsultants’ experience with historic rehabilitation and adaptive reuse projects with a focus on residential, mixed use, and coordination with the Department of Historic Resources and the National Park Service in achieving Part 3 certification for State and Federal historic tax credits. Include documentation of past project experience in Brunswick County. For each project, the summary should include the project client and contact information for reference, a description of the consultant’s role in the project, project cost, and date of completion.

4. SCOPE OF WORK

4.1. Technical Requirements and Tasks - Design

Consultant shall perform design services that include, but are not limited to the following:

- A. Develop project program to meet requirements of the future operator and Brunswick County IDA.
- B. Work with Brunswick County IDA for space planning and layout requirements to meet Brunswick County IDA and future operator needs.
- C. Design and prepare project plans and specifications for the historic rehabilitation the Sledge & Barkley building including the project site build-out to include Schematic Design (35%), Design Development (60%), Construction Documents (95%) and Final For Construction Set.
- D. Develop concept plans and renderings of the new facility and generate 3D models for the proposed design.
- E. Conduct geotechnical engineering and investigation of project site as needed.
- F. Investigate and design utilities and infrastructure for project development (including but not limited to water, sewer, storm water and coordinate new power feed, data services/fiber connection, and natural gas.
- G. Work with the Brunswick County IDA's selected Contractor/Construction Manager to review cost estimates at each submittal phase.
- H. Work with stakeholders from various agencies as required.
- I. Prepare Site Plan Review documents, participate in site plan review meetings, and respond to comments.
- J. Obtain all building and site plan approvals, as necessary.
- K. Assist in value engineering process.
- L. Participate in Brunswick County IDA coordinated public information, public relation services, and community outreach.
- M. Adherence to Virginia House Bill 2001 (HB 2001).
- N. Provide bid assistance and respond to RFIs.
- O. Other services as required to support successful completion of the work
- P. Conduct required HUD Environmental Review for use of federal funds, to include, but not be limited by coordination with Brunswick County, Lawrenceville, and the Housing Authority to conduct all required studies and assessments needed to complete the required HUD environmental review, including any environmental site assessments required, coordination and complete the Part 58 Environmental Assessment for the project and undertake and coordinate all activities required to mitigate any adverse effects.

4.2. Technical Requirements and Tasks - Construction Administration

Consultant shall perform Construction Administration services that include, but are not limited to the following:

- A. Provide general project administration and construction observation to ensure compliance with the project plans and specifications.

- B. Review project schedule from the Contractor, and review with Brunswick County IDA and future operator.
- C. Provide regular interaction with the Contractor to clarify project requirements.
- D. Attend on-site and off-site meetings as appropriate with Contractor, Brunswick County IDA staff, impacted third parties, utilities, and other agencies as required.
- E. Assist with or conduct construction meetings.
- F. Provide detailed list of submittal requirements.
- G. Review contractor shop drawings and submittals.
- H. Review and certification of monthly progress payments.
- I. Review and approve monthly pay requests.
- J. Schedule, conduct and provide documentation for regular progress meetings with Brunswick County IDA.
- K. Respond to Request for Information and Change Order requests (issue interpretations and clarifications of the construction documents).
- L. Verify compliance with Contract Documents.
- M. Prepare observation reports detailing construction progress to keep Brunswick County IDA informed of project status and issues.
- N. Perform record keeping and maintain project documents including correspondence, schedules, submittals, test data, payments, meeting minutes, specifications, drawings, photographs, shop drawing, as-builts, etc.
- O. Conduct Substantial Completion walkthrough.
- P. Issue recommendation for Substantial Completion.
- Q. Review contractor's record drawings monthly and prepare final record drawings from contractor's markups.
- R. Punch-list development.
- S. Conduct pre-final and final walkthrough.
- T. Generate As-Built drawings that will be finalized into an AutoCAD set upon project completion.
- U. Conduct one-year warranty walkthrough.
- V. Other services as required to support successful completion of the work and the Brunswick County IDA's interest.

5. EVALUATION CRITERIA

Each proposal will be evaluated according to the following criteria. The criteria are listed in order of importance

No.	Evaluation Criteria	Weight (Points)
1.	Qualifications, experience, capabilities, and knowledge of the firm and key personnel related to the provision of the required services.	25
2.	Demonstrated experience with similar projects.	25
3.	Demonstrated understanding of the project and ability to accomplish the proposed work in the allotted time.	20
4.	Quality and detail of the work plan, including the project approach, organization, and management.	15
5.	Quality and Completeness of Proposal.	15

6. INSURANCE REQUIREMENTS

6.1. General Insurance Requirements

- A. The Consultant shall procure and maintain, at its own expense, and with a company or companies acceptable to Brunswick County IDA, the minimum insurance coverages set forth below. The Consultant shall place their insurance program with an insurance company rated "A" or above by A. M. Best and authorized to do business in Virginia. Consultant and any Subcontractor shall maintain all insurance until the completion of the contract/agreement period. Prior to performance under the contract/agreement, the Consultant shall provide Certificates of Insurance to the Brunswick County IDA. Failure by the Consultant to provide these certificates before commencing performance may constitute grounds for termination for default.
- B. The Consultant shall be responsible for reviewing and ensuring Subcontractors comply with all of the insurance provisions contained herein and that said insurance is maintained as specified. The Consultant shall provide copies of Subcontractor insurance policies and / or Certificates of Insurance and required endorsements upon request by Brunswick County IDA.
- C. The Consultant shall purchase and maintain during the life of this contract/agreement such Commercial General Liability Insurance including protection from Consultant's performance of the Work and Consultant's other obligations under the contract/agreement, whether such performance is by Consultant, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility thereto. Insurance coverage for bodily injury and property damage, including insurance on vehicles and equipment, shall be with the same company. Consultant also agrees that their insurance is primary.
- D. Other insurance may be required depending on the scope of work presented.

Brunswick County IDA shall be an Additional Insured in all such policies.

6.2. General Insurance Requirements

The Consultant shall carry the required amounts of insurance specified below throughout the contract/agreement period and submit a Certificate of Insurance and appropriate endorsements certifying coverages:

6.3. Commercial General Liability

The minimum Limit of Liability shall be:
 Bodily Injury per person / occurrence (BI) \$1,000,000
 Property Damage per occurrence (PD) \$1,000,000
 If Policy has Aggregate Provisions – Minimum
 Annual Aggregate Limit \$1,000,000

6.4. [Professional Liability](#)

The consultant shall obtain and maintain professional liability insurance for errors and omissions (E & O) in the amount of two million (\$2,000,000.00) for the duration of this contract. An original certificate of insurance and all required endorsements shall be submitted to the Office of Purchasing for approval.

6.5. [Automobile Liability](#)

For Owned, Non-Owned and Hired Automobile, the minimum Limit of Liability shall be: Combined Single Limit (CSL) per occurrence \$1,000,000

6.6. [Umbrella Liability](#)

Coverage over the commercial general liability, automobile liability, and employer's liability. The minimum Limit of Liability shall be:
Combined Single Limit (CSL) \$1,000,000

6.7. [Workers' Compensation](#)

Shall comply with all federal and state statutory regulations pertaining to Workers' Compensation requirements for insured or self-insured programs, and waive subrogation rights. The minimum Limit of Liability for Employers Liability shall be \$1,000,000 for each accident, disease/employee, and disease/policy.

6.8. [Additional Insured Provisions](#)

The Consultant and any Subcontractor shall name the following as Additional Insured: "Brunswick County IDA, including its employees, and agents", shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage.

7. STANDARD TERMS AND CONDITIONS

Professional Services

7.1. Pre-Proposal and Proposal Submission Requirements

- A. Direct contact with anyone other than the Brunswick County IDA, including other county departments or the Town's consultants, regarding this Request for Proposals (also referred to "solicitation" herein) is expressly forbidden. Violation of this directive may result in a determination that the Offeror is ineligible for award.
- B. All proposals shall be submitted via email as described in section 2.1. Late proposals will not be accepted.
- C. All costs associated with preparing a proposal are the Offeror's responsibility.
- D. All proposals must be submitted by an officer or employee having the authority to sign on behalf of the firm.
- E. The Terms, Conditions and Specifications in this Request for Proposals shall supersede any terms and conditions offered. Any additional conditions an Offeror intends to be considered should be submitted with the proposal. Exceptions may result in a determination that a proposal will not be considered for award. All Terms, Conditions and Specifications will be incorporated by reference and be part of the contract following award.
- F. Failure to provide a proposal from an authorized representative shall be cause for rejection of the proposal.
- G. The viability and accessibility of the Offeror's submitted attachments is entirely the responsibility of the Offeror. Attachments that are not accessible cannot be considered during the review and evaluation of the proposal, which may result in that proposal being determined non-responsive and not being further considered for award.
- H. Submission of a proposal is not to be construed as an award.
- I. A proposal by the Offeror certifies that they are not currently debarred or suspended by a local, state, or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the proposal. Suspension or debarment may disqualify the Offeror from award of a contract.

7.2. Addenda

Changes or supplemental instructions to this Request for Proposals will be posted online with this solicitation. It is the Offeror's responsibility to check for addenda prior to the proposal due date and time to ensure that all Addenda are received. Addenda shall be issued via email to all Offeror's who have attended the mandatory pre-proposal virtual meeting.

All Bidders shall acknowledge receipt of Addenda with the proposal. If all Addenda are not acknowledged, the proposal may be deemed non-responsive.

7.3. Award

- A. Award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to Brunswick County IDA, taking into consideration the evaluation factors set forth in this Request for Proposals. No other factors or criteria shall be used in the evaluation.
- B. Brunswick County IDA may request additional information and make 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 provide Brunswick County IDA information and data for this purpose. Brunswick County IDA may inspect physical facilities if deemed necessary. In addition, Brunswick County IDA reserves the right to conduct any test/inspection deemed necessary to services conform to the specifications or Scope of Work.
- C. An Offeror may protest the award or decision to award by submitting such protest in writing to Brunswick County IDA no later than ten (10) days after the award or the announcement of the decision to award. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. Brunswick County IDA shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of the written decision by invoking the administrative procedures established by Brunswick County IDA.

7.4. Public Inspection of Records

All proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq., Code of Virginia, 1950, as amended).

As indicated, any Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except if Brunswick County IDA decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after the award of the contract.

Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Interested parties may contact the Brunswick County IDA to request a time to review proposal records during normal business hours. Brunswick County IDA reserves the right to facilitate public inspection of records through electronic means to the extent possible.

7.5. Notices and Communications

Notices and communications related to the contract resulting from this Request for Proposals shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by email. All notices related to contract award, modifications, renewals, and terminations will be handled by Brunswick County IDA. The Brunswick County IDA primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments. Brunswick County IDA may also use a web-based service to obtain signatures electronically.

7.6. Availability of Funds

A contract shall be deemed in force only to the extent of appropriations available for the purchase of such services. Brunswick County IDA's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

7.7. Authorization to Transact Business in Virginia

All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter 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, as amended, to be revoked or cancelled at any time during the term of the contract. Brunswick County IDA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit <https://www.scc.virginia.gov/> for more information.

7.8. Small, Women-Owned Minority and Service Disabled Veteran-Owned Business Requirements

Brunswick County IDA desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the Brunswick County IDA's procurement activities. Brunswick County IDA encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Offerors are requested to provide information on the percentage of the contract that would be awarded to Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Businesses.

7.9. Faith Based Organizations

The Brunswick County IDA does not discriminate against faith-based organizations.

7.10. Non-Discrimination

During the performance of a contract with Brunswick County IDA, the Consultant agrees as follows:

- A. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the Consultant. The Consultant agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Consultant will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Consultant will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

7.11. Drug Free Workplace

During the performance of a contract with Brunswick County IDA, the Consultant agrees to (i) provide a drug- free workplace for the Consultant'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 Consultant's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a consultant in accordance with this subsection, 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.

7.12. Payment Terms

- A. Payment terms shall be "Net 30 Days" unless otherwise stated by the Offeror on the Proposal Form. Alternate terms may be offered for prompt payment of bills.
- B. The payment terms stated herein must appear on the Consultant's invoice. Failure to comply with this requirement may result in the invoice being returned to the Consultant for correction.
- C. Late payment charges shall not exceed one percent (1%) per month as indicated in the Code of Virginia Section 2.2-4352, Prompt Payment of Bills by Localities.
- D. The date of postmark shall be deemed as the date of payment in all cases where payment is made by mail.
- E. The Brunswick County IDA does not make advance payments for goods or services by practice.

7.13. Contractor Obligation to Pay Subcontractors (§ 2.2-4354 of the Code of Virginia)

The Contractor shall take one of the two following actions within seven (7) days after the receipt of amounts paid by the Brunswick County IDA for work performed by subcontractor(s) under the contract resulting from this solicitation:

- A. Pay the subcontractor(s) for the proportionate share of the total payment received from the Brunswick County IDA attributable to the work performed by the subcontractor(s) under the contract; or
- B. Notify the Brunswick County IDA and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

All contracts awarded by the Contractor to a subcontractor for any portion of the contract shall include:

- A. An interest clause that obligates the Contractor to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt of payment from Brunswick County IDA, except for amounts withheld as allowed.
- B. An interest clause that the Contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt of payment from Brunswick County IDA for work performed by the subcontractor(s), except for amounts withheld as allowed.
- C. An interest rate clause stating, "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."
- D. The 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-tier subcontractor(s).
- E. The Contractor's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment requirements in this section may not be construed to be an obligation of Brunswick County IDA. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

7.14. Taxes

Professional Services are not subject to tax in the Commonwealth of Virginia.

7.15. Hold Harmless and Indemnification

The Consultant shall indemnify and hold harmless Brunswick County IDA, its officers, agents, and employees against liability for damage arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Consultant or its subcontractors or sub-consultants in performance of the contract.

Nothing herein shall be construed as creating any personal liability on the part of Brunswick County IDA or any officers, employees, agents and volunteers of Brunswick County IDA. The parties further acknowledge and agree that the Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of Brunswick County IDA.

7.16. Interpretation of Specifications

The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

7.17. Laws and Regulations

The Consultant shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. The Consultant shall observe and comply with all such laws, ordinances, and regulations.

7.18. Governing Law and Venue

This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia. Any litigation with respect thereto shall be brought in the courts of Brunswick County Virginia, or the United States District Court for Virginia.

7.19. Rights Under Anti-Trust Laws

The Offeror assigns to Brunswick County IDA any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of Brunswick County IDA.

7.20. Immigration Reform and Control Act of 1986

The Offeror certifies that he/she does not and shall not during the performance of the contract for professional services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

7.21. Assignment of Contract

A contract shall not be assignable by the Consultant in whole or in part without the written consent of Brunswick County IDA.

7.22. Default

In event of default by the Consultant, Brunswick County IDA reserves the right to procure the goods and/or services from other sources, and hold the Consultant liable for any excess cost occasioned thereby.

7.23. Termination for Convenience

Brunswick County IDA may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the Brunswick County IDA's best interest without providing specific cause.

If the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination.

Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

7.24. Termination for Cause

In the event that the Consultant shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, Brunswick County IDA may give the Consultant written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

Brunswick County IDA may, in its discretion, provide the Consultant an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Consultant shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Consultant unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Consultant to cure the default,

Brunswick County IDA may immediately terminate the contract effective as of the mailing or delivery of the default notice. If Brunswick County IDA terminates the contract, the Consultant shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by Brunswick County IDA shall not constitute a waiver by Brunswick County IDA of any other rights or remedies available to Brunswick County IDA by law or contract.

7.25. Contractual Disputes and Claims

Contractual claims, whether for money or other relief, shall be submitted in writing to Brunswick County IDA no later than sixty (60) days after final payment; however, written notice of the Consultant'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 Consultant shall proceed diligently with the performance of the contract and with any disputed work pending final resolution of any claim or dispute.

7.26. Force Majeure

If the parties are unable to perform or are delayed in the performance of its obligations due to acts of God, natural weather disasters, fire, explosion, flood, war, civil disturbance, terrorism, or any other cause which is not reasonably foreseeable and which is beyond that Consultant's control, then provided that Consultant shall have delivered written notice to Brunswick County IDA of the cause of the nonperformance within five (5) business days of the initiation of the delay, then such nonperformance shall not be an event of default under a contract resulting from this solicitation and the performance shall be resumed at the earliest practicable time after cessation of such interruption. If notice is provided within the manner and timeframe set forth herein, the time for performance of the obligations hereunder shall be extended for the period of the forced delay.

7.27. Rights and Remedies not Waived

In no event shall a payment by Brunswick County IDA to the Consultant or the waiver by Brunswick County IDA of any provision under the contract, including any obligation of the Consultant, constitute or be construed as a waiver by Brunswick County IDA of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Consultant, and the making of any such payment by Brunswick County IDA while any such breach or default exists shall not impair or prejudice any rights or remedies available to Brunswick County IDA.

7.28. Severability

If any provision of the Contract resulting from this solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

7.29. Independent Contractor

The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of Brunswick County IDA.

7.30. Conflict

In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by Brunswick County IDA, the contract documents shall control.

7.31. Non-Exclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. The contract shall not restrict Brunswick County IDA from acquiring similar, equal or like goods and/or services from other sources.

7.32. Records and Inspection

The Consultant shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Consultant's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Brunswick County IDA and its employees, agents or authorized

representatives after giving at least three (3) days' notice to the Consultant by Brunswick County IDA. Brunswick County IDA shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by Brunswick County IDA to the Consultant pursuant to this contract or any renewal or extension of this contract. Brunswick County IDA's employees, agents or authorized representatives shall have access to the Consultant's facilities and all necessary records and be provided adequate and appropriate workspace in order to conduct audits.

8. CONTRACT SPECIFIC TERMS AND CONDITIONS

8.1. Qualifications

Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract. The Consultant team and project manager shall have ten (10) years of demonstrated experience in the design of similar facilities.

8.2. Method of Award

Brunswick County IDA will make a Single Award to the responsible Offeror(s) who has made the best proposal and determined to be most advantageous to Brunswick County IDA by taking into consideration the evaluation criteria identified herein.

8.3. Contract/Agreement

Following the award, a contract will be executed between the Consultant and Brunswick County IDA. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.

8.4. Contract Modifications

Any modifications made to the contract must be approved by Brunswick County IDA in advance. Brunswick County IDA and the Consultant must mutually agree to modify the terms, conditions, scope or prices/costs contained in the contract before modifications are implemented.

8.5. Contract Period/Renewal

The contract shall continue until completion of the project. If required, an ongoing contract period will be determined based on the licensing, support, and maintenance requirements of the awarded Consultant.

8.6. [Method of Ordering](#)

Receipt of a Purchase Order constitutes the authorization to provide the goods or services specified on the order.

8.7. [Invoicing and Payment](#)

Submissions for payment shall be based on the pricing contained in the contract documents. Payment will be authorized following receipt of a valid invoice which must minimally include the Purchase Order Number, Contract number (if provided by Brunswick County IDA), Description of Professional Services, and Total Price. Invoices may be submitted following completion of services or agreed upon terms.

8.8. [Insurance](#)

Consultant shall have seven (7) days from the date of Brunswick County IDA's request to provide insurance certificates and endorsements. Failure to provide the certificates and endorsements within this timeframe may be cause for Brunswick County IDA to rescind award of a contract and hold the original Bidder/Offeror liable for excess costs.

Insurance requirements are specified herein in Section titled [Insurance Requirements](#).

8.9. [Examination of Conditions](#)

Each Offeror shall fully investigate site conditions and determine work conditions and take necessary measures to ensure a complete understanding of the specifications and work requirements. Failure to become familiar with the site conditions or work conditions will not relieve the Consultant from furnishing all materials or performing the work in accordance with the Specifications or Scope of Work.

9. VENDOR QUESTIONNAIRE

Where attachments are requested below, Brunswick County IDA recommends the use of the following file types:

- .pdf (Portable Document Format file)
- .xls and .xlsx (Microsoft Excel spreadsheet)

The viability and accessibility of these attachments is entirely the responsibility of the Offeror. Attachments that are not accessible cannot be considered during the review and evaluation of the proposal, which may result in that proposal being determined non-responsive and not being further considered for award.

9.1. Primary Contact

Please provide the following information for the main contact for all communication regarding this solicitation:

Name

Title

Phone

Number Email

Address

*Response required

9.2. Secondary Contact - OPTIONAL

Please provide the following information for the secondary contact for all communication regarding this solicitation:

Name

Title

Phone

Number Email

Address

9.3. Payment Address

Please provide the payment address for your organization.

*Response required

9.4. Employer Identification Number

Please provide the Employer Identification Number (EIN). If an EIN is not available, please provide the Social Security Number associated with your organization.

*Response required

9.5. Authorization to Transact Business in Virginia

Please provide your State Corporation Commission (SCC) Identification Number. If the Firm/Company is not required to have/maintain registration, please provide the reason. If the

Firm/Company is in the process of registering with the SCC, please state so.
For more information on registration and requirements, please visit
<https://www.scc.virginia.gov/>.

9.6. [Payment Terms](#)

Please provide the payment terms for this project. If payment terms are not provided, then the terms shall be "Net 30 Days".

9.7. [Anti-Collusion Certification](#)

By submitting a response to this solicitation, the Offeror certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Please confirm

9.8. [Authorization](#)

In accordance with the terms, conditions and specifications of this Request for Proposals, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid **for a period of 180 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals and is authorized to contract on behalf of firm named below.

In the space below, enter the name and contact email of the person who has signature authority for the Bidder's company, and is hereby agreeing to the statement above.

9.9. [Proprietary Information](#)

Trade Secrets or Proprietary information submitted by an Offeror or Consultant in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Consultant must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public

No, the proposal does not contain any trade secrets and/or proprietary information.

Yes, the proposal does contain trade secrets and/or proprietary information.

9.10. [Proprietary Information - Specifics](#)

If you answered YES to the previous question, please list the sections and the reasons why the information is considered a trade secret or proprietary information. Please clearly list out

exactly what sections of your submittal are proprietary. Do Not Mark the Whole Proposal Proprietary.

If there is no proprietary information being submitted, please type "N/A".

9.11. [W-9](#)

Please include a completed copy of the W-9 for your organization.

9.12. [Technical Proposal](#)

Please submit your technical proposal for this project. Be sure to include all of the required items outlined in the "Technical Proposal Format" section of this RFP.

9.13. [References](#)

References must be for equivalent services, for projects have concluded in the last 18 months. Do not include Brunswick County IDA as a Reference.

Please provide the following information for all three references, where prompted below:

Name of Business, City, County, or Agency

Street Address

City and State

Contract Dates

Contact Name

Contact Title

Contact

Telephone

Contact Email

Description of Work Performed

Contract Amount in Dollars

9.13.1. [Reference #1](#)

Please provide the requested information for the first reference:

*

9.13.2. [Reference #2](#)

Please provide the requested information for the second reference:

9.13.3. [Reference #3](#)

Please provide the requested information for the third reference:

9.14. [Small, Women-Owned, Minority-Owned \(SWaM\) and Service Disabled](#)

Veteran-Owned Business

9.14.1. *SWaM Status*

A certified SWaM Business is one that holds a current certification from the Virginia Department of Small Business and Supplier Diversity (SBSD), the U.S. Small Business Association (SBA), the Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC) or from other U.S. State and some Local Government Supplier Diversity Programs.

Is your company a certified Small, Woman or Minority Owned (SWaM) Business or Disadvantaged Business Enterprise?

Yes

No

9.14.2. *Certification Type*

If applicable, what is your company's certification type?

Select all that apply

Small Business

Woman-owned Business

Minority-owned Business

Service Disabled Veteran (SDV)

Disadvantaged Business Enterprise (DBE)

9.14.3. *Certification Information*

If applicable, please provide the Certification Entity/Agency and the Certification Number(s).

9.14.4. *SWaM Certificate/Supporting Documentation*

If applicable, attach any supporting documentation, including certificates, in regards to your company's SWaM status.

9.14.5. *Subcontracting*

Consultants (including SWaM and non-SWaM firms) are encouraged to offer subcontracting opportunities to SWaM businesses to the greatest extent possible.

If applicable, please state the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm, similar to the format indicated below:

Percentage of project to be sub-contracted: Company Name:

Small Business % _____

Woman-Owned % _____

Minority-Owned % _____

SDV Dollars % _____

DBE Dollars % _____

If your firm cannot subcontract any work to SWaM businesses, please elaborate on why subcontracting opportunities are not available or practical.