

REQUEST FOR PROPOSALS

RFP No. Y-10200-FS**Issue Date: January 27, 2021****County of York, Virginia****CENTRAL PURCHASING****120 Alexander Hamilton Blvd.****Yorktown, VA 23690****Phone: (757) 890-3680**<https://www.yorkcounty.gov/571/Central-Purchasing>

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| Title: | Architectural Services for Remodeling Existing Restaurant |
| Pre-Proposal Meeting | A Pre-Proposal Meeting is not scheduled for this solicitation. |
| Proposals Due: | February 21, 2021 through 4:00 PM, local prevailing time |
| Method of Proposal Submittal | To be considered, proposals must be submitted as specified in Section B of this document. No exceptions. |
| Questions: | Questions or comments related to this solicitation shall be directed to the Contract Officer <u>not later than 1:00 p.m. on February 16, 2021</u> . All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted. |
| Contract Officer: | Feleasha Sherfy, VCA, Contract Officer feleasha.sherfy@yorkcounty.gov |

The County of York, Virginia (the “County”) is seeking proposals from qualified firms (the “Offeror” or “Consultant” or “Architect/Engineer”) to furnish the services described herein and proposals will be received at the office of Central Purchasing, County of York, Virginia, 120 Alexander Hamilton Blvd., Yorktown, VA 23690, through the due date and hour shown above (local prevailing time).

A direct link to all County solicitations on eVA is available on Central Purchasing webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>) by selecting “Solicitations” from the left side bar. Offerors and potential subcontractors may communicate and collaborate using the B2B Connect through the B2B Connect tab on the eVA solicitation webpage.

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ATTACHMENT

- Attachment 1 – Riverwalk Landing at Yorktown

EXHIBITS

(DO NOT COMPLETE OR RETURN EXHIBITS WITH YOUR PROPOSAL)

- Exhibit 1: Marconn Enterprise letter.
- Exhibit 2: Sample Contract
 - The sample Contract references two, yet-to-be-created exhibits:
 - 1. The Offeror’s Proposal
 - 2. Negotiated Changes to the Proposal

Additional exhibits as applicable to the RFP document and/or the resultant contract include:

- Exhibit 3: Certification of Compliance with Immigration Laws and Regulations
- Exhibit 4: Insurance Requirements and sample endorsements

SUBMITTAL DOCUMENTS

1. Form A: Proposal Form
(Include responses to all sections)
2. Form B: SWAM Information
3. Form C: References
4. Form D: Proprietary Information
5. Form E: Insurance Carrier Acknowledgement
6. Technical Proposal

REQUIREMENTS

SECTION A SCOPE OF WORK

1. **PURPOSE:** The purpose of this Request for Proposals (RFP) for the County of York, Virginia (hereinafter "Owner) is to solicit proposals to furnish/provide Architectural Services for the remodeling and reconfiguring of existing restaurant space.

2. **BACKGROUND:** The York County Economic Development Authority (EDA) is seeking architectural services for remodeling and reconfiguring approximately 11,627 sq. ft. of existing restaurant space, in the Riverwalk Landing development on the York River. The building currently houses two restaurant operations, Riverwalk Restaurant, and the Water Street Grille designated as units 323-A1 and 323-A5 on the attached sketch of Riverwalk Landing. The building is owned by York County and leased to the EDA, who handles leasing and management of the property. The EDA is working cooperatively with the current tenant, Marconn Enterprises, who own and operate both of the existing restaurants. It is the EDA's intention to develop plans for remodeling, and reconfiguring the space in alignment with Marconn's new design concepts. As part of this process the EDA and Marconn will execute a joint development agreement and new lease structure. The EDA will be the lead for these agreements and will be funding the architectural services. However, Marconn will play a key role providing direction regarding a design that will accommodate their new restaurant concepts. A letter from Marconn Enterprises to the EDA, outlining the key design elements they would like to address (is attached as Exhibit 1).

The general objective is to renovate the existing space and convert the two restaurants into a larger version of Water Street Grille. Riverwalk Landing opened in 2005 and the interior of the space is in need of general upgrades. The goal is to incorporate the remodeling into a design that will unify the two restaurants, and create one restaurant that features a casual, coastal atmosphere, capitalizing on the riverfront location. The pandemic has heightened the need to create more outdoor seating that can be enjoyed year round. Another goal is reconfiguring the kitchen to better support restaurant operations and improve service flow. Lastly the space needs a unified entrance that is more efficient, and identifiable.

NOTE: Direct contact with anyone other than County of York, Virginia Central Purchasing, regarding this Request For Proposals (RFP) is expressly forbidden except with the permission of the Contract Officer. Violation of this directive may result in a determination that the Offeror is ineligible for award.

This restriction includes employees or representatives of Marconn Enterprises, the EDA, and any County department other than Central Purchasing.

3. **SCOPE OF WORK:** The Architect, in accordance with applicable local, State and Federal codes, rules, standards and regulations, shall provide
 - All Architect/Engineering services necessary to prepare final plans and specifications for the construction services
 - Preparation of a construction cost estimate for the project and all additive or deductive items in detail sufficient to be used for construction bid evaluations.
 - Submission of necessary construction documents to governmental agencies or departments for review and approval as required.
 - Checking and approving all construction shop drawings and materials submitted in accordance with the contract documents.
 - Administration of construction contract.
 - Preparation and submission of "as built" drawings (two hard copies as well as electronic AutoCAD and PDF files) and Operations & Maintenance Manuals (two hard copies as well as an electronic PDF file) (including warranties).

The negotiated professional services contract for the Architectural services will define the scope of work, amount of compensation, and completion deadlines and proceed in the following five (5) phases:

1. Schematic Design Phase
2. Design Development Phase
3. Construction Documents Phase
4. Bidding Document Phase
5. Construction Phase

SECTION B PROPOSAL PROCESS

PROPOSAL PREPARATION, SUBMISSION REQUIREMENTS, AND AWARD PROCEDURES

NOTE: Direct contact with anyone other than County of York, Virginia Central Purchasing, regarding this Request For Proposals (RFP) is expressly forbidden except with the permission of the Contract Officer. Violation of this directive may result in a determination that the Offeror is ineligible for award.

This restriction includes employees or representatives of Marconn Enterprises, the EDA, and any County department other than Central Purchasing.

1. PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors should prepare the proposal as 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 County. Proposals that provide innovative alternatives and creative approaches are encouraged. 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 tabs in the following order and minimally contain the following information:

1. Attachment A – Completed and Signed Proposal Form (This form should act as the cover for the proposal)
2. Attachment B – Completed SWAM form
3. Attachment C – References
4. Attachment D – Proprietary Information Form
5. Attachment E – Insurance Carrier Acknowledgement
6. Technical Proposal – The Offeror is encouraged to provide relevant and concise responses. Provide the following:
 - a. A one page executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
 - b. In individual tabs, address each area identified as an Evaluation Factor (See # 5 below)

2. PROPOSAL SUBMISSION

- a. Submit one (1) original signed paper version (conspicuously marked as “ORIGINAL”), six (6) paper copies, **AND** one (1) electronic version on a USB “Thumb Drive”. The electronic version shall be an exact duplicate of the paper version. In case of a conflict between the original paper version and the electronic version, the original paper version shall prevail. Proposals (including all documents, schedules, reports, plans and other attachments) will not be returned. If proprietary and/or confidential information is included in the proposal, a second, “redacted” electronic version of the proposal shall be included on the USB “Thumb Drive”, and be named “Redacted Version”.

All electronic files uploaded must be in a common format accessible by software programs the County uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Offerors will not secure, password protect or lock uploaded files; the County must be able to open and view the contents of the file. Offerors will not disable or restrict the ability of

the County to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The County may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

- b. Proposals must be received by Central Purchasing Staff by the time specified on page one of this RFP. Late deliveries will not be considered.
- c. Proposals shall be submitted as specified below, other methods are not allowed.
 1. Proposals shall be delivered to the Central Purchasing office, located on the second floor of the Finance Building, 120 Alexander Hamilton Blvd., Yorktown, VA 23690, between the hours of 8:15 am and 5:00 pm, Monday through Friday.

The following information should be written on the outside of the submittal envelope or package:

- RFP Number
 - Title of RFP Solicitation
 - Submittal Deadline Date and Time
 - Offeror's Name
2. If the building is closed to visitors, call 757-890-3680 and Purchasing staff will meet you at the building's front door (Fire Exit) to receive your proposal.
 3. If the building is closed to both visitors and Central Purchasing staff (i.e.: snow closing), then proposals shall be accepted on the next business day of Central Purchasing at the originally scheduled time.
 4. In addition to delivery by the Offeror as described above, proposals may be delivered by USPS, UPS, FedEx, etc., however the County assumes no responsibility for misrouted documents, and will not consider them if they are received in the Central Purchasing office after the specified date and time deadline.
- d. Proposals will not be accepted if submitted by any other method than as specified above.
 - e. All proposals shall be submitted on and in accordance with this form. Failure to return required documents and information specified herein may result in a determination that the proposal is non-responsive. All costs associated with preparing a proposal are the Offeror's responsibility.
 - f. The solicitation document as posted by Central Purchasing shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the County, but not clearly listed on the exception page of the document as an exception by the Offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications or terms and conditions made by the Offeror may be cause to disqualify the proposal from award consideration.
 - g. The County's receipt of a proposal document is not to be construed as a determination that the proposal document is responsive, nor shall receipt of a proposal document be construed as an award or an order to provide goods or services.
 - h. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.
 - i. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the County, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the County.
 - j. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the proposal.
 - k. Prices shall be entered on and in accordance with the proposal form. In case of an error in the calculation of cost based on multiple units of the same item, the unit price shall govern and the

- correct amount will be calculated by the County. In case of an error in the total cost, the individual line items shall govern and the summation will be calculated by the County. When included on the proposal form, failure to provide unit pricing may result in a determination of non-responsiveness.
- l. The Terms and Conditions in this Request For Proposals shall supersede any terms and conditions of the Offerors proposal. Any additional conditions an Offeror intends to be considered must be submitted as part of the proposal and be indicated on the Exceptions section of the Proposal Form. Such exceptions may result in the proposal being determined non-responsive.
 - m. The Specifications, Scope of Work, Item Descriptions, etc. shall supersede any additional writings submitted by the Offeror. Such writings shall be clearly marked and noted by the Offeror on the exception page.
 - n. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict Offerors to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which proposals are submitted must be of such character, quality and/or performance equivalence that it will serve as specified. In submitting proposals on goods and/or services other than as specified, Offeror shall so note on the Exceptions section of the Proposal Form and shall furnish complete data and identification with respect to the alternate goods and/or services they propose to furnish. Consideration will be given to proposals submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the County. If the Offeror does not indicate the goods and/or services he proposes to furnish is other than specified, it will be construed to mean the Offeror proposes to furnish the exact goods and/or services described.
 - o. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning 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.
 - p. Offerors may request withdrawal of their proposal from consideration due to error by giving notice not later than two business days after the Request For Proposals closing date. Upon request, administrative withdrawal procedures will be provided that shall be used for that purpose.
 - q. The Offeror's proposal (including all documents, schedules, reports, plans and other attachments) shall become the property of the County of York, VA and/or any agency of the County, and/or any political subdivision for whom the County of York, VA issues this solicitation, and documents will not be returned to the Proposer.
3. **ADDENDA:** Changes or supplemental instructions to this Request For Proposals will be in the form of written Addenda. All Addenda will be posted online with this solicitation. It is the Offeror's responsibility to check for Addenda prior to the RFP closing date and time to ensure that all addenda are received.

The County posts all solicitations and related addenda on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to all York County solicitations on eVA is available on Central Purchasing webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>) by selecting *Solicitations* from the left side bar.

All Offerors shall acknowledge receipt of Addenda with the Proposal. Acknowledgement of all Addenda shall be in the space provided on the Proposal Form or by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the proposal may be determined non-responsive.

4. **NO PUBLIC OPENING:** There is no public opening of proposals.

- 5. EVALUATION FACTORS:** Each proposal will be evaluated according to the following criteria. The criteria are listed in order of importance:
- a. Demonstrated qualifications and capacity of the Offeror, to include but not be limited to:
 - i. Years in business
 - ii. Service capabilities
 - iii. Experience of the company in providing specified services (Restaurant remodeling and reconfigurations; especially if provided for a municipal government).
 - iv. Verification of positive references with other clients will be considered in the evaluation process.
 - v. Special qualifications or requirements as may be set forth elsewhere in this proposal document.
 - vi. Qualifications of the project manager and project teams.
 - vii. Overall qualifications and experience of the firm and any subcontractors used
 - viii. Sufficiency of financial resources and ability of the Offeror to perform the contract or provide the services
 - b. Demonstrated understanding and explanation of the specified services offered as it relates to the desired outcomes as outlined in the scope of services.
 - c. Responsiveness and ability to perform the services in a reasonable period and within budget.
 - d. Accessibility, proximity and ability to be on site as necessary to perform the services.
 - e. Past performance and Related experience. Offerors must demonstrate their ability to perform the requested scope of work and provide pertinent examples of past performance relative to the scope of services specified. Submittal shall indicate quality of previous work, timeliness, diligence and ability to meet schedules, budgets and needs of clients.
 - g. Responsiveness and Overall Quality of the Proposal:
 - i. Quality and completeness of the submitted proposal.
 - ii. Content of the proposal

6. EVALUATION OF PROPOSALS:

On the basis of the evaluation factors established by the County and this request for proposal, the County shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal discussions shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. While the Request for Proposal does not request that Offerors furnish estimates of man-hours or costs for services, at the discussion state the County may discuss nonbinding estimates of total project costs, including but not limited to life-cycle costing, and where appropriate nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.

At the conclusion of discussions, on the basis of the evaluation factors published above and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the County, 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 can be negotiated at a fair and reasonable price.

Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

Upon successful completion of negotiations with the Owner as set out below, the selected Consultant must complete all required formalities related to executing the Contract (obtaining the certificate(s) of insurance and endorsements, obtaining the corporation board's resolution, if applicable, authorizing execution of the Contract, and execution of the Contract itself) within five (5) working days of receiving the final Contract document from the Owner. Failure to provide such documents within this period may be cause for the County to award a contract to the next responsive Offeror, and hold that original Consultant liable for excess costs.

7. AWARD:

- a. Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein and successful negotiation of a price that is considered fair and reasonable. The award of a contract shall be at the sole discretion of the County. The award shall be based on the evaluation of all information as the County may request. The County reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities in an Offeror's proposal. Further, the County reserves the right to enter into one or more contracts deemed to be in its best interest.
- b. A notice of award will be posted with the original solicitation on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to all York County solicitations on eVA is available on Central Purchasing webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>) by selecting *Solicitations* from the left side bar.
- c. As permitted by Code of Virginia section 2.2-4360, an Offeror may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent 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.

8. DEBRIEFING

Bid and proposal records shall be open to public inspection only after award of the contract. Unless the County decides not to accept any Proposals or not to accept any of the proposals and reopen the contract, any Offeror may be allowed to inspect the Proposal or proposal records after Proposal opening, and any Offeror may be allowed to inspect the proposal records after the evaluation and negotiation of proposals are completed, and prior to award.

Inspection of the records shall be made available in the office of Central Purchasing for public review. Interested parties may request a review time during normal business hours, 8:15 a.m. – 5:00 p.m., Monday -Friday. The Purchasing Agent reserves the right to limit the duration of inspection reviews to not more than sixty minutes per review; multiple reviews are allowed. Until available to the public, no copy, photograph, or any other facsimile of a procurement record shall be allowed.

A notice of decision to award or award will be posted with the original solicitation on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to all York County solicitations on eVA is available on Central Purchasing's webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>) by selecting *Solicitations* from the left side bar.

SECTION C
CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request For Proposals (RFP) must be received prior to the date and time posted on the cover page.
2. **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.
3. **METHOD OF AWARD:** The County will make a single award to the responsible Offeror who has made the best proposal and determined to be most advantageous to the County.
4. **CONTRACT/AGREEMENT:** Following award, a contract/agreement will be executed between the Offeror and the County. 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.
5. **COUNTY, DEFINITION:** Within the context of this document, the word "County" shall be understood to include the York County Economic Development Authority. Protections provided to the County under terms of this solicitation and any resultant contract shall similarly be extended to the York County Economic Development Authority.
6. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by the Central Purchasing office in advance.
7. **INVOICING:** The purchase order number shall be included on each invoice. Failure to include this information will delay payment. Invoices shall be sent to the address specified on the County issued Purchase Order or Contract.
8. **PAYMENT:** Payment will be authorized following receipt of a valid invoice (including Purchase Order Number, Line Item Number(s), Description of Goods and Services, Unit Prices, Total Price) and delivery of goods or completion of services according to specifications and subject to inspections.
9. **PAYMENT TERMS:**
 - a. Payment terms shall be "Net 30 Days" unless otherwise stated in the Offeror's Proposal or if otherwise negotiated. Alternate terms may be Proposal by Offeror 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 1% per month of the invoice amount due.
 - d. If offered by the Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
 - e. Invoices shall be submitted directly to the "Invoice To" address shown on the purchase order or contract. All invoices shall show the Purchase Order or Contract number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect Proposals or discounts for payment in less than thirty (30) days.
10. **INSURANCE:** The Consultant shall maintain adequate liability insurance, which shall protect and save harmless the County of York, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workers' compensation

laws. Following award of the contract, the Vendor / Consultant shall furnish proof of said insurance prior to commencement of services. See “Exhibit 4” for requirements.

As acknowledgement of understanding the insurance requirements, submitted Proposals should include the insurance carrier’s sign off on Form “E”. If Offeror is selected for contract award, Vendor/Consultant shall have five (5) days from the date of the County’s request, to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the County to award a contract to the next responsive Offeror, and hold the original Vendor/Consultant liable for excess costs.

SECTION D
GENERAL TERMS AND CONDITIONS

Rev: 01/22/2019

- A. ETHICS IN PUBLIC CONTRACTING:** All provisions contained in County of York, Virginia (“County”) Ordinance 18-12, inclusive of the Appendix, shall be applicable to all contracts solicited or entered into by the County. By submitting its Proposal, the 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, manufacturer or subcontractor in connection with its 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.

The Offeror certifies that to the best of his knowledge, no employee of the County, nor any member thereof, nor any public agency or official impacted by the solicitation or resulting contract has any pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the contract resulting from this solicitation.

- B. PROHIBITED CONTACTS:** Direct contact with anyone other than the County of York, Virginia Central Purchasing, including other County departments or the County’s Consultants, regarding this Invitation For Proposals is expressly forbidden except with the permission of the Contract Officer. Violation of this directive may result in a determination that the Offeror is ineligible for award.

- C. PROPOSAL SUBMITTAL CONSTITUTES AN OFFER:** The submittal of a Proposal by a Offeror is an offer to sell. Each Proposal is received with the understanding that the acceptance in writing by the County of the Offeror to furnish any or all of the goods and/or services described therein, shall constitute a contract between the Offeror and the County, which shall bind the Offeror on his part to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted Proposal; and the County on its part to order from such Offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered. The County’s written acceptance may take the form of a Purchase Order and/or a written Agreement/Contract.

- D. 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 electronic means (e.g., email, facsimile). All notices related to contract award, modifications, renewals, and terminations will be handled through Central Purchasing. Central Purchasing primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments.

By signing the form included in this solicitation and set out in section 8 of the Proposal Form (Form A) with an original signature, and returning the signed solicitation document with your response in accordance with this solicitation’s submittal requirements, you agree that original signatures transmitted and received via facsimile, email or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The County shall determine legibility and acceptability for public record purposes. An Agreement or other communications resultant from this solicitation may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

- E. AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

F. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:

Commonwealth of 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. The County 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.

County of York, Virginia

Businesses with whom the County does business shall comply with County of York, Virginia Business License requirements. Contact the Commissioner of the Revenue's office for requirements (757-890-3383).

- G. SMALL, WOMEN-OWNED MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS:** The Central Purchasing office of the County of York, Virginia 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 County's procurement activities. Larger firms are encouraged to provide for the participation of small businesses and businesses owned by women, minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Offerors are requested to complete the SMB, WBE, MBE and SDV Business Requirements form contained herein and submit it with the Proposal.
- H. FAITH BASED ORGANIZATIONS:** The County of York, Virginia does not discriminate against faith-based organizations.
- I. NON-DISCRIMINATION:** During the performance of this contract, 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 subcontracted vendor.

- J. DRUG FREE WORKPLACE:** During the performance of this contract, 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 subcontracted 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.

- K. HOLD HARMLESS AND INDEMNIFICATION:** The following shall be deemed incorporated into any contract awarded as a consequence of this solicitation to the same extent as if fully set forth therein:

Consultant shall bear all loss, expense (including reasonable investigative and attorney's fees) and damage arising out of the performance of this Agreement and shall indemnify the County of York, Virginia, its officers, employees against and save the County of York, Virginia, its officers, employees harmless from damages incurred by and judgments made or recovered against the County of York, Virginia because of bodily injuries, sexual abuse and molestation, personal injuries, including death, at any time resulting therefrom and/or because of damage to property, arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Consultant or any of the Consultant's officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant in the performance of this Agreement.

The Consultant, its officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant, guarantees agrees to save the County of York, Virginia, its officers, employees, harmless from liability of any nature or kind and damages, for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the Agreement, or of which the Consultant is not the patentee, assignee or licensee.

Should Consultant, its officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant, use any of the County of York, Virginia's personal property, including but not limited to all equipment, lawn and garden tools, tools of any nature, furniture and fixtures, improvement and betterments; employees; or facilities, such will be gratuitous and Consultant shall release the County of York, Virginia, its officers, employees from and indemnify and save harmless the County of York, Virginia, its officers, employees from and against any claims for bodily injury, personal injury, including death, and property damage (real or personal), from any cause whatsoever; all such but only to the extent arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Consultant or any of the Consultant's officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant in the use of any such personal property, including but not limited to all equipment, lawn and garden tools,

tools of any nature, furniture and fixtures, improvements and betterments; employees; or facilities in the performance of this Agreement.

This indemnification and hold harmless includes, but is not limited to, adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the County of York, Virginia arising out of the wrongful acts, errors, omissions, negligence, fraudulent or criminal acts of the Consultant or any of the Consultant's officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant. This paragraph shall survive the termination of this Agreement, including any renewal or extension thereof. The provisions of this paragraph shall be separate from and in addition to insurance coverage otherwise specified by the Owner and are not meant to be co-extensive with said required insurance coverage.

- L. 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 at all times observe and comply with all such laws, ordinances and regulations.
- M. GOVERNING LAW AND VENUE:** This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia and the ordinances and regulations established by the County of York. Any litigation with respect thereto shall be brought in the courts of the County of York, Virginia, or the United States District Court for the Eastern District of Virginia.
- N. RIGHTS UNDER ANTITRUST LAWS:** The Offeror assigns to the County 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 the County.
- O. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Bidder/Offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

A notarized signature on the Exhibit included in this solicitation is not required to be submitted with your bid/proposal, but shall be required of the vendor(s) selected for contract award. However, failure to sign and include the "Certification of Compliance with Immigration Laws and Regulations" section of the Bid/Proposal Form may result in the bid/offer being considered non-responsive.

- P. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Consultant in whole or in part without the written consent of the County.
- Q. DEFAULT:** In event of default by the Consultant, the County reserves the right to procure the goods and/or services from other sources, and hold the Consultant liable for any excess cost occasioned thereby.
- R. TERMINATION FOR CONVENIENCE:**

The County may terminate the contract without default when funds are not appropriated for the specified goods or services or when it is determined to be in the County's best interest without providing specific cause. The County will provide as much notice as it deems to be practical.

Either party may terminate the contract without penalty or financial obligation as of the conclusion of the initial contract term, or as of the completion of any renewal term, 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.

Contracts will not automatically renew. The parties will provide as much advance notice of renewal or non-renewal as is practical.

S. 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, the County 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.

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

In addition, failure of the Consultant to perform the obligations of the contract may result in debarment of the Consultant for a period of up to three years. Termination and/or debarment of the Consultant shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.

T. RIGHTS AND REMEDIES NOT WAIVED: In no event shall a payment by the County to the Consultant, or the waiver by the County of any provision under this contract including any obligation of the Consultant, constitute or be construed as a waiver by the County 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 the County while any such breach or default exists shall not impair or prejudice any rights or remedies available to the County.

U. SEVERABILITY: If any provision of the Contract resulting from this Request For Proposals 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.

V. 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 the County.

W. CONFLICT: In the event of a conflict between the contract documents, the following shall control:

- County issued Contracts take precedence over County issued Purchase Orders (if issued).
- County issued Contracts take precedence over this solicitation's Contract Specific Terms and Conditions.
- Contract Specific Terms and Conditions take precedence over a solicitation's Standard Terms and Conditions.
- County issued document shall in all cases prevail over a Consultant supplied contract document, unless specifically agreed in writing by the County.

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

Y. NON-EXCLUSIVE LICENSE – OWNERSHIP AND USE OF DOCUMENTS:

The Consultant permanently and irrevocably assigns to the County a royalty-free, nonexclusive, non-transferable license for all documents and intellectual property, as well as all derivative works thereof, including but not limited to plans, specifications, designs, tracings, drawings, estimates, field notes, investigations, design analysis, reports, studies, and derivative works thereof, in any media now known or hereinafter discovered, which are prepared in the performance of the contract by the Consultant and by its sub-Contractors; such may be used, reproduced, distributed, and displayed by County, at its discretion. The license and all rights, which inure to the County shall survive the termination or disengagement of services of the Consultant or its sub-Contractors, or both, from the work, whether such termination or disengagement is involuntary or otherwise determined.

Z. 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 the County and its employees, agents or authorized representatives after giving at least three (3) County business days' notice to the Consultant by the County. The County 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 the County to the Consultant pursuant to this contract or any renewal or extension of this contract. The County's employees, agents or authorized representatives shall have access to the Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits.

AA. ENTIRE AGREEMENT: The contract resulting from this Request For Proposals and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

BB. CLAIMS AND LIABILITIES: Disputes and claims arising under the Contract shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 and Section 22.1-122 applied to the Board *mutatis mutandis*, as applicable. The Owner shall give its final decision on any claim of the Consultant within sixty (60) days of the date the claim is submitted to the Clerk of the governing board.

Approvals given by the Owner shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, or Consultant's employees, subcontractors, agents and consultants, for the accuracy and competency of designs, drawings, specifications or other documents, or for any defect in the designs, drawings and specifications or other documents prepared by the Consultant, or Consultant's employees, subcontractors, agents and consultants.

Consultant shall be liable to the Owner for all additional costs incurred by the Owner due to any error in the construction documents, designs, working drawings, and specifications with respect to each project. Consultant shall be liable to the Owner for all additional costs incurred by the Owner due to any omission in the construction documents, designs, working drawings, and specifications with respect to each project, such additional cost for omissions limited to that amount of cost above and beyond the cost for which the Owner would have had been responsible had the omission been included in the construction documents.

Compliance by the Consultant with the insurance provision hereof shall not relieve Consultant from liability under the indemnification provision included in this Agreement. Consultant's indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Consultant under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. In accordance with Virginia Code section 11-4.4, the indemnification/hold harmless provisions in this Agreement shall not affect the

validity of any insurance contract, workers' compensation or any agreement issued by an admitted insurer and shall be separate from and in addition to the required insurance coverage in this Agreement.

- CC. SUBCONTRACTS:** All of the Services required hereunder shall be performed by the Consultant. No portion of the required Services shall be subcontracted out without prior written consent of the Owner and Central Purchasing.
- DD. TESTING/INSPECTION:** Owner reserves the right to conduct any test or inspection it may deem advisable to ensure that goods and/or services conform to the specifications.
- EE. HEADINGS:** The headings used in this solicitation and any resulting contract are for convenience only and are not to be construed to have legal significance.
- FF. AMERICANS WITH DISABILITIES ACT (ADA):** The Consultant warrants that it complies with Virginia and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Consultant hereby warrants that the products or services it will provide under any resulting Contract complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Consultant agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services at no additional cost to the Owner. Consultant further agrees to indemnify and hold harmless the Owner from any and all claims arising out of Consultant's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of any resulting Contract and shall be grounds for termination of that Contract by the Owner.
- GG. ERRORS AND OMISSIONS:** The Owner shall actively pursue reimbursement of damages resulting from the Architect/Engineer's errors, omissions or negligent performance of Architect/Engineer Services, breaches of the Architect/Engineer Contract, and failures by the Architect/Engineer to comply with the applicable standard of care. Upon determination that there may be Architect/Engineer financial responsibility, the Architect/Engineer shall be contacted by the Owner in writing. The Architect/Engineer shall be advised of the design deficiency or other breach or omission and informed that it is the Owner's opinion that the Architect/Engineer may be financially responsible. The Architect/Engineer shall provide a technical solution to the identified problem, including cost estimate. The Architect/Engineer also shall coordinate with the Owner to determine required technical support and timing to minimize delays and costs resulting from the issue. Pending final decision by the Owner, the Architect/Engineer will be invited to attend all price negotiations with the Contractor for the corrective work.

If the Architect/Engineer refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial and corrective action, including necessary revisions, construction and/or Change Order negotiations without the Architect/Engineer.

The Architect/Engineer shall not be responsible for the actual cost to correct equipment or systems which should have been originally specified in the Contract Documents, but the Architect/Engineer shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into a Construction Change Order as a result of the Architect/Engineer's errors, omissions, negligence or breach.

For the purposes of determining the Architect/Engineer's share of such costs for Work which has not yet been performed, the cost of Work performed under a Construction Contract Change Order shall generally be presumed to be at least fifteen percent (15%) greater than if the work had been included in the original Contract Documents. The Architect/Engineer shall have the burden of disproving this presumption.

When determining the Architect/Engineer's contribution for Construction Contract Change Orders attributed to errors, omissions, breaches or negligent performance of the Architect/Engineer Services, where the work has not yet been done by the Contractor, the Owner/Agency may also take into account

the actions and efforts of the Architect/Engineer during the Construction Administration Phase that were above and beyond the scope of this Agreement to assist the Owner in obtaining a timely, quality product

RIVERWALK LANDING AT YORKTOWN

ATTACHMENT 1



LEGEND *

| | | |
|--------|---------------|----------|
| 319 | RETAIL | 653 SF |
| 321 | RETAIL | 1,167 SF |
| 323-A1 | RESTAURANT | 9,954 SF |
| 323-A2 | RETAIL | 685 SF |
| 323-A3 | RETAIL | 723 SF |
| 323-A4 | RETAIL | 1,911 SF |
| 323-A5 | MECHANICAL | |
| 325 | RETAIL | 747 SF |
| 327 | RETAIL | 476 SF |
| 328 | RETAIL | 1,648 SF |
| 330 | RETAIL | 1,708 SF |
| 331 | FREIGHT SHED | |
| 332 | RETAIL | 1,690 SF |
| 333 | MECH./STORAGE | |

- Riverwalk Restaurant
- Carrot Tree
- Alexander's Photography
- Water Street Grill
- Yorktown Freight Shed
- Patriot Tours & Provisions
- The Yorktown Onion
- Viccellio Goldsmith
- Umi Sushi
- Yorktown Bookshop
- Auntie Ms American Cottage
- Ben & Jerry's / Green Mountain Coffee Cafe
- Public Restrooms

* Square Footages are approximate and are not utilized for lease rate calculations.

EXHIBITS

DO NOT COMPLETE OR RETURN EXHIBITS WITH YOUR PROPOSAL.

- Exhibit 1: Marconn Enterprise letter.
- Exhibit 2: Sample Contract
 - The sample Contract references two, yet-to-be-created exhibits:
 - 3. The Offeror's Proposal
 - 4. Negotiated Changes to the Proposal

Additional exhibits as applicable to the RFP document and/or the resultant contract include:

- Exhibit 3: Certification of Compliance with Immigration Laws and Regulations
- Exhibit 4: Insurance Requirements and sample endorsements

EXHIBIT 1
MARCONN ENTERPRISE LETTER

Marconn Enterprise

12/9/2020

To whom it may concern,

In Yorktown, over the past eight years Marconn Enterprise has operated two concepts, The Water Street Grille and Riverwalk Restaurant. Between these two concepts Water Street Grille is by far the more visited and more demanded restaurant concept. Riverwalk Restaurant focuses more on fine dining and this concept has a draw more for special occasion dining and holidays only. Since our opening in 2013, Water Street Grille has continually outperformed Riverwalk Restaurant. With this, it is fair to say that the demand for a casual dining concept well out numbers the demand for fine dining in this location. During our peak season, WSG will typically run out of space and begin wait times in excess of 1 to 2 hours. On the other hand during that same timespan Riverwalk Restaurant will be less than full. It is with these observations that we realize it is time to make a change. Moving forward it is our goal to unify the two spaces into one larger version of Water Street Grille. With that being said it is important for the two spaces to be connected in a more functional manor. The existing design is antiquated and presents challenges when it comes to unifying the concepts. In order for our new concept to succeed we need to change in the following ways:

- **New Unified Entrance:** A unified entrance is crucial in maximizing all seating areas simultaneously.
- **Expanded Centralized Open Kitchen:** Our goal is to increase not only our efficiency, but to upgrade the aesthetics of our cooking area as well.
- **Unified Rear Patio:** Without encroaching on the existing walkways we would like to adjust the floor plan in order to create a unified patio that is accessible from all seating areas.
- **Updated Fully Covered and Heated Patio:** It is clear that the view of the York River is one of our most crucial assets. However, seating our patios is a constant challenge due to weather. We can create a higher demand for outdoor seating with an updated patio that would protect our guest from all seasonal weather.
- **Updated Dining Area:** Updating the dining area in Riverwalk to better match the Water Street Grille concept.

With these conceptual updates, our goal is to create a new synergy around Yorktown. Not only will this new brand benefit us, it is in my opinion that it will also benefit all of Yorktown's business and tourism. In addition to these changes, I have begun critical research into developing this concept to include a brewery and distillery. With that being said I believe that a brewery/ distillery would set Yorktown apart from all other tourist areas and create a new increased demand to visit our area year-round. In closing, we value our partnership with York County and look forward to continuously working together. Marconn Enterprise, understand that these are difficult times. However, we are more than confident that with these changes we will be able to drastically increase our revenue which in return would benefit the county as well. With all of this being said, I believe it is time for us to negotiate a new, longer termed lease effective immediately. Along with this new lease we are willing to negotiate a cost sharing aspect of this project and all future physical changes. I thank you immensely for the opportunity to voice my opinion and future goals of my company.

Sincerely,

Mario G Buffa

Operations Manager

EXHIBIT 2
SAMPLE CONTRACT/AGREEMENT

[To be completed by the Offeror(s) selected for contract award(s). This form is not required to be completed at the time of Proposal submission]

CONTRACT FOR
Architectural Services for Remodeling Existing Restaurant

THIS CONTRACT is made effective this ____ day of _____, 2021 by and between the **County of York, Virginia**, acting by and through the County Administrator, hereinafter referred to as the "**County**," and [_____] or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**(Consultant)**", collectively, "the parties".

WHEREAS, in response to the County's Request For Proposals (RFP) # Y-10200-FS entitled Architectural Services for Remodeling Existing Restaurant, the (Consultant) has submitted a timely Proposal to provide services as described in its sealed Proposal (**Exhibit A**), and the County desires to contract with the (Consultant) to provide the services; and

WHEREAS, in accordance with County Ordinance 18-12 the parties have mutually agreed to negotiated changes to the initial Proposal; and

WHEREAS, in consideration of the payments to be made by the County of York, and other good and valuable consideration, the parties covenant and agree as follows:

1. **Statement of Work.** The (Consultant) shall provide the services in accordance with the provisions of this Contract, to include and incorporate by reference all terms and conditions and other stated requirements of the County's RFP inclusive of addenda, and the Exhibits identified below and attached to this Contract.
 - Exhibit 1: Offeror's Proposal
 - Exhibit 2: Negotiated Changes to the Proposal
 - Exhibit 3: Certification of Compliance with Immigration Laws and Regulations
 - Exhibit 4: Insurance Requirements [Only if applicable to the scope of work/specifications]
 - Exhibit 5: Student Contact Certification [Only for when interaction with children may occur]
 - Exhibit 6: Other Exhibits; Number as applicable
2. **Payment.** Unless otherwise stated in **Exhibit B**, the County shall pay the (Consultant) for goods/services rendered in the amount(s) as identified in the Consultant's Proposal, and Invoice Payment Terms shall be Net 30 after receipt of proper invoice for services rendered.
3. **Performance Period.** The (Consultant) shall commence work on (DATE) and complete work/provide all deliverables (by DATE) [or] (within ____ calendar days after receipt of Notice to Proceed).
4. **Independent Contractor.** (Consultant) is an independent contractor, and its employees shall not be classified as County employees and shall not claim nor receive any County employee benefits (such as worker's compensation, accident or health insurance, etc.).
5. **Non-exclusive.** This Contract is non-exclusive. County may contract with other entities for the same or similar services without liability or obligation to (Consultant).
6. **Certification of Compliance with Immigration Laws and Regulations.** As specified and agreed in (Consultant's) Proposal response, (Consultant) certifies compliance with Immigration Laws and Regulations, in accordance with Exhibit 3.
7. **Insurance.** [if applicable] The (Vendor) [or] (Consultant) shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation in accordance Exhibit 4.
8. **Amendments/Modifications.** The parties may amend this Contract at any time, in writing, by my mutual agreement. The County Administrator or his designee may execute such amendments on behalf of the County.

9. **Suspension or Termination.** The County may terminate this Contract for convenience or cause as specified in the RFP.
10. **Required Notifications.** (Consultant) shall immediately notify the County in case of emergency, injury to persons, or damage to equipment or property
11. **Notices.** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

(Consultant):

Name
Address

County:

Name
Address

12. **Terms and Conditions.** Except as may otherwise be stated above, all requirements, terms and conditions of the County's RFP; terms and conditions of a County issued Purchase Order (if issued); and as may otherwise be included as an Exhibit to this Contract shall apply to the Contract.
15. **Indemnification/Hold Harmless.** Consultant shall bear all loss, expense (including reasonable investigative and attorney's fees) and damage arising out of the performance of this Agreement and shall indemnify the County of York, Virginia, its officers, employees against and save the County of York, Virginia, its officers, employees harmless from damages incurred by and judgments made or recovered against the County of York, Virginia because of bodily injuries, sexual abuse and molestation, personal injuries including death, at any time resulting therefrom and/or because of damage to property arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Consultant or any of the Consultant's officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant in the performance of this Agreement.

The Consultant, its officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant, guarantees agrees to save the County of York, Virginia, its officers, employees, harmless from liability of any nature or kind and damages, for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the Agreement, or of which the Consultant is not the patentee, assignee or licensee.

Should Consultant, its officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant, use any of the County of York, Virginia's personal property, including but not limited to all equipment, lawn and garden tools, tools of any nature, furniture and fixtures, improvement and betterments; employees; or facilities, such will be gratuitous and Consultant shall release the County of York, Virginia, its officers, employees, from and indemnify and save harmless the County of York, Virginia, its officers, employees, from and against any claims for bodily injury, personal injury, including death, and property damage (real or personal), from any cause whatsoever; all such but only to the extent arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Consultant or any of the Consultant's officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant in the use of any such personal property, including but not limited to all equipment, lawn and garden tools, tools of any nature, furniture and fixtures, improvements and betterments; employees; or facilities in the performance of this Agreement.

This indemnification and hold harmless includes, but is not limited to, adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the County of York, Virginia arising out of the

wrongful acts, errors, omissions, negligence, fraudulent or criminal acts of the Consultant or any of the Consultant's officers, shareholders, employees, agents, subcontractors, or any other person or entity acting on behalf of the Consultant. This paragraph shall survive the termination of this Agreement, including any renewal or extension thereof. The provisions of this paragraph shall be separate from and in addition to insurance coverage otherwise specified by the Owner and are not meant to be co-extensive with said required insurance coverage.

17. **Severability:** If any provision of the Contract resulting from this Request For Proposals 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.
18. **Headings:** The headings used in this solicitation and any resulting contract are for convenience only and are not to be construed to have legal significance.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

(CONSULTANT)

Name of (Consultant)

BY _____

Print or Type Name

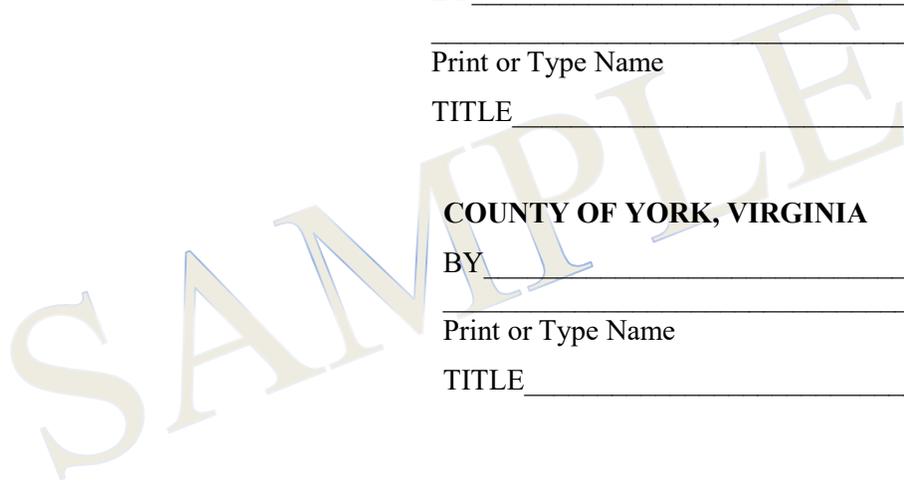
TITLE _____

COUNTY OF YORK, VIRGINIA

BY _____

Print or Type Name

TITLE _____



| | |
|---|---------------|
| County Attorney Use Only APPROVED AS TO FORM _____ | |
| _____ County Attorney | _____ Date |

(SAMPLE CONTRACT, continued)

**EXHIBIT A
OFFEROR'S PROPOSAL**

(A copy of the (Vendor's) [or] (Contractor's) Proposal is inserted here)

(SAMPLE CONTRACT, continued)

**EXHIBIT B
NEGOTIATED CHANGES TO OFFEROR'S PROPOSAL**

(The negotiated changes to the Offeror's Proposal is inserted here)

EXHIBIT 3**Certification of Compliance with Immigration Laws and Regulations**

Section 2.2-4311.1 of the Code of Virginia requires every public body to provide in every written contract that the Consultant does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the County of York or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of (Consultant): *(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)*

Type of Business Entity:

Sole proprietorship *(Provide full name and address of owner).*

Limited Partnership *(Provide full name and address of all partners).*

General Partnership *(Provide full name and address of all partners).*

Limited Liability Company *(Provide full name and address of all managing members).*

Corporation *(Provide full name and address of all officers).*

Doing Business As:

If Applicable *(Note: This is the name that appears on your invoices but is not used as your reporting name.)*

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address):

Number of Employees: _____

Are all Employees Who Work in the United States Eligible for Employment in the United States? _____

Under penalties of perjury, I declare on behalf of the (Consultant) listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Consultant’s employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the (Consultant) that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 20__ on behalf of _____ as evidenced by the following signature and seal:

Name of (Consultant): _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

NOTORIZATION:

STATE: _____, CITY _____ COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me

this _____ day of _____, 20__

by _____
(Name of person seeking acknowledgment)

Notary Public’s signature: _____

Notary registration Number: _____

My commission expires: _____

Notary Seal

**EXHIBIT A INSURANCE
ARCHITECT AND ENGINEERS PROFESSIONAL SERVICES
FOR EDA CONSTRUCTION
PLEASE SEND THESE INSURANCE REQUIREMENTS TO YOUR
INSURANCE AGENT OR INSURANCE COMPANY FOR CONFIRMATION**

THIRD PARTY LIABILITY INSURANCE

Third-Party Liability, Personal or Business Automobile Liability, Workers' Compensation Insurance, Excess Liability, and Professional Liability insurance will be placed with insurance carriers authorized to conduct business within the Commonwealth of Virginia with at least an A.M. Best Rating "A-XII" during the entire term of this Professional Services agreement via a Commercial General Liability, Business/Personal Auto Policy, a Workers' Compensation insurance policy, an Excess Third Party Liability insurance contract, and a Professional Liability insurance policy as approved for use by the Commonwealth of Virginia's Bureau of Insurance and is acceptable to the County during the entire term of this contract.

A Business Owners Policy is appropriate to provide the Commercial General Liability and any other coverage that can qualify for the BOP policy.

An Excess/Surplus Lines insurance company, Lloyds London, or a special association insurance program for the Professional Services insurance on a "Claims Made" basis is acceptable for the Professional Liability requirements.

If the Professional Liability is on a "claims made" basis, the coverage will either 1) start on the first day of this contract or 2) have the existing "claims made" Professional Liability policy continue. Either way, the "claims made" coverage will remain in force during the life of this contract and then continue for at least two (2) years after the work has been completed and accepted by the County.

Certificates of Insurance are to be provided to the County no later than thirty-days (30) prior to the start of any work by the Professional Services individual or company. A thirty-day (30) notice of cancellation, reduction in coverage, changes in any terms, conditions, limits, deductibles, retentions, etc. applicable to the insurance program will be provided to the County as they may occur during the term of this contract.

Underwriters are to use the ISO or individual insurance company CGL approved forms that meet or exceed our RFP's Additional Insured and Primary Noncontributory requirements as follows **"The County of York, Virginia, York County Office of Economic Development, its officers, agents and employees, are additional insured on a primary and non-contributory basis"**.

1. Primary and Noncontributory-Other Insurance Condition
2. Additional Insured-Owners, Lessees, or Scheduled Person or Organization
3. Completed Operations – Additional Insured

Policy endorsements can be a combination of the following:

CG 20 10 11/85
CG 20 37 10/01
CG 20 33 04/13
CG 20 10 10/01
CG 20 37 10/01
CG 20 33 04/13
CG 20 10 04/13
CG 20 37 04/13
CG 20 33 04/13

Copies of the endorsements that will be used are to be included in your response to our RFP.

If a Business Owners Policy or another carrier's special wording within their CGL coverage form or specific endorsement numbers applicable to that insurance carrier only is provided, then the part of the policy that grants the County the same protection as afforded by the endorsements above will be provided and so noted in the Description Box of the Certificate of Insurance and the policy pages providing such coverage will be include with the proposal and attached to the Certificate of Insurance.

- A. Certificates of Insurance (COI) will include the following. If the Professional Liability insurance is placed with another agent, insurance company, or an association program please include that COI along with the standard COI requirements.
1. Agency or Producer Information
 2. Insured Information
 3. Contact name, phone number and email address of person creating the COI
 4. Insurers Providing Coverage and their NAIC number
 5. Type of Insurance being provided via a Letter in the COI for each coverage provided
 6. A Certificate Number
 7. Additional Insured boxes noted with a "Y" for the Commercial General Liability
 8. Subrogation Waiver boxes noted with a "Y" for the Commercial General Liability and Auto Liability
 9. "N" in the Excluded Box for Workers Compensation
 10. The Umbrella or Excess Liability may be on a "following form" basis
 11. Professional Liability insurance coverages described in the empty box under the Workers Compensation section of the COI or a separate COI should the coverages be placed with another agency, insurance company, or association.
 12. A Description of the Operations including the RFP name and number, the Additional Insured and Waiver of Subrogation endorsements or pages from the CGL policy so noting the existence of both endorsements.

13. The Description of Operations will include the Additional Insured wording as requested on behalf of the County, The County of York, Virginia and its Officials, Officers, and Employees shown in the Description of Operations box
14. All coverage clarifications will be included in the COI for all coverages in the Description of Operations box as necessary
15. Attachment of the Additional Insured and the Waiver of Subrogation endorsements completed to include the correct wording for the County as required

ACORD Certificates of Insurance that are currently being utilized within the Commonwealth of Virginia are to be sent to the County's Purchasing Department within thirty (30) days of the start of the work and then thirty (30) days prior to the individual insurance policies renewal dates for each year of the project and then for two years following the acceptance of the services by the County.

If the insurance company has their own Certificates of Insurance other than the ACORD form, the COI will include all the data and requirements included in the Insurance Service Office's approved ACORD COI along with the endorsement or policy pages attachments.

As stated above, all Certificate of Insurance will illustrate the basic information and include the Project Name, Project Number and any other information within the Description of Operations remarks section to clarify the project's name and RFP number. The name of the individual creating the Certificate of Insurance along with their telephone number and email address will be included on all Certificates of Insurance as required above.

The limits will be as follows:

Commercial General Liability

| | |
|---|-------------|
| General Aggregate Limit | \$2,000,000 |
| Products-Completed Operations Aggregate | \$2,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Fire Damage Limit (Any One Fire) | \$50,000 |
| Medical Expense Limit (Any One Person) | \$5,000 |

Hold Harmless Agreement

Waiver of Subrogation

County of York, Virginia, its Officials, Officers, and Employees as an Additional Insureds

Business/Personal Automobile Liability

| | |
|---------------------------------|-------------|
| Liability | \$1,000,000 |
| Non-Owned Autos and Hired Autos | \$1,000,000 |

Workers' Compensation and Employers Liability

| | |
|-----------------------|---|
| Workers' Compensation | Virginia Statutory Benefits |
| Employers Liability | \$500/\$500/\$500,000 or Amount Necessary for Excess Liability Underwriters |

Excess Third-Party Liability

| | |
|---|--------------------------|
| General Aggregate | \$1,000,000 |
| Products-Completed Operations | \$1,000,000 |
| Each Incident Limit | \$1,000,000 |
| Retention | None or \$10,000 Maximum |
| Over and Above these Primary Placements: | |
| Commercial General Liability | |
| Business/Personal Auto Liability Including Hired and Non-Owned Auto Liability | |
| Employers Liability | |

Professional Liability

| | |
|--|----------------------|
| Professional Liability Each Claim | \$5,000,000 |
| Professional Liability Annual Aggregate | \$5,000,000 |
| Professional Liability Deductible or Retention | No More Than \$5,000 |
| Retroactive Date Coverage Begins if on a "Claims Made" Basis | |

The Professional Liability Deductible or Retention may be increased with the approval of the County.

Plans, Charts, and Other Personal Property

All plans, charts, and other personal property for the construction plans of the Architect or Engineer will be provided to the County in either a hard paper copy or via a computer disc or fob at the County's request. In either case, the documents will be insured for Valuable Papers and Records reproduction and the Electronic Data Processing reproduction protection so they can be reprinted by the County if necessary. A \$100,000 Valuable Paper and Records minimum limit is suggested along with the same limits for EDP data reproduction coverages while in the care, custody, or control of the Architect or Engineer.

The Architect or Engineer will retain the records in their computer via the Cloud or at an off-site location for their protection during the term of this agreement and for at least 10 years after the records have been released to the County.

All other personal property used by the Architect or Engineer will remain the property of the Architect or Engineer during and after the life of this agreement and will be insured as per the Architect's or Engineer's options for limits, coverages, deductibles, terms, and conditions.

The County of York, Virginia, its Officials, Officers, and Employees will be held harmless for any damages or loss to either the plans or the personal property of the Architect or Engineer.

Please so note these requirements on your Property Certificates of Insurance to the County.

SUBMITTAL DOCUMENTS

- Form A: Proposal Form
(Include responses to all sections)
- Form B: SWAM Information
- Form C: References
- Form D: Proprietary Information
- Form E: Insurance Carrier Acknowledgement
- Technical Proposal



FORM A
PROPOSAL FORM
 (Completed Form Shall Be Submitted as Proposal Cover Pages)

| | |
|---------------------------|---|
| RFP Number: | Y-10200-FS |
| Proposal Name: | Architectural Services for Remodeling Existing Restaurant |
| Due Date and Time: | February 21, 2021 by 4:00 PM, local prevailing time |

| OFFEROR INFORMATION | |
|---|-------------------------|
| Firm/Company Name (Legal Name) | |
| Mailing Address | |
| Payment Address (if different from Mailing Address) | |
| Firm Telephone Number | (_____) _____ - _____ |
| Employer Identification Number (EIN) | _____ - _____ |
| Social Security Number (only if a EIN is NOT provided) | _____ - _____ - _____ |
| Representative Name/Title | |
| Representative Telephone Number | |
| Representative Email Address | |

- 1. **BASIS OF PROPOSAL:** In submitting a Proposal, the undersigned agrees and acknowledges that the Proposal is made in accordance with the provisions and requirements, terms and conditions, exhibits, attachments, and addenda of RFP # Y-10200-FS, A&E Professional Services for EDA.

Offeror acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request For Proposals:

Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

- 2. **DEBARMENT/SUSPENSION:** By submitting a Proposal, unless stated in the “Exceptions” section below, 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 response. Suspension or debarment may disqualify the Offeror from award of a contract.

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

- 3. [Section Not Used]

- 4. **ANTI-COLLUSION CERTIFICATION:** The undersigned 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 activity 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.

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

5. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA

Virginia State Corporation Commission (“SCC”) registration information: The undersigned firm:

- Is a corporation or other business entity with the following SCC identification number, OR
- Is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust, OR
- Is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the firm in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from firm’s out-of-state location), OR
- Is an out-of-state business entity that is including with this Proposal an opinion of legal counsel which accurately and completely discloses the undersigned firm’s current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of Section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia, OR
- Currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the firm to submit the SCC identification number after the due date for Proposals (The County reserves the right to determine in its sole discretion whether to allow such waiver).

Note: The “Firm Name” as submitted in response to this solicitation should **exactly** match the name registered with the state for the above specified SCC identification number. Inconsistencies may result in rejection of your submittal.

6. [Section Not Used]

7. **PAYMENT TERMS:** Indicate the payment terms that you intend to offer to the County.

- "Net 30"
- Other, Specify** _____

If payment terms are not specified above, then the terms shall be "Net 30 Days".

8. **AUTHORIZATION TO UTILIZE DIGITAL SIGNATURES**

By signing below with an original signature, and returning this document with your response in accordance with this solicitation's submittal requirements, you agree that original signatures transmitted and received via facsimile, email or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. An Agreement or other communications resultant from this solicitation may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

9. **CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS**

If as a result of this solicitation the Offeror is awarded a contract, he/she will be required to sign the CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS form (see Exhibits), which includes provisions that the Contractor does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

By signing below, you agree to the requirements of the Exhibit entitled CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

10. **PROPOSAL AUTHORIZATION**

In accordance with the terms and conditions, requirements, and scope of work/specifications of this Request For Proposals, the undersigned agrees to furnish any or all of the items and/or services. The undersigned acknowledges that its Proposal offer is valid for a period **of 120 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the Request For Proposals, and is authorized to contract on behalf of firm named below.

This form must be signed by an authorized person of the firm. If the firm is a partnership, the signature of at least one of the partners must sign, using the term “member of the firm” or “general partner”. If the firm is an LLC, the form must be signed by a “member”, or by the “manager” if the LLC is manager-led. If the firm is a corporation, then the signatory must be listed by the SCC as an officer of the firm, except that an authorized employee may sign if a notarized Resolution of the Board of Directors of the firm states that the signatory is authorized in the name of and on behalf of the corporation to sign this Proposal offer and any resulting contract (Resolution should be included with the Proposal submittal; see attached). Please note that for the resultant contract, the County will require a resolution or some indication of authority for a signature by anyone other than the President or a Vice President.

All signatures must be original and not photocopies.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

The following form is to be completed and returned with the Proposal only when applicable, per preceding section "Proposal Authorization" requirements stated above.

RESOLUTION OF THE BOARD OF DIRECTORS OF

(Insert Name of Corporation)

At a meeting of the Board of Directors of the corporation held pursuant to due notice in the offices of the corporation at _____, on the _____ at _____,
City, State Date Time*
a quorum being then and there present, the following resolution was proposed and adopted:

RESOLVED that _____
Name of authorized individual
shall be authorized in the name of and on behalf of the corporation to execute a Proposal in response to COUNTY OF YORK, VIRGINIA (COUNTY) RFP No. Y-10200-FS, A&E Professional Services for EDA and any resultant agreement between

(Insert Name of Corporation)
and COUNTY OF YORK, VIRGINIA (COUNTY) for goods and/or services as provided for in the above specified COUNTY RFP and to execute any and all documents required by said COUNTY in connection therewith or necessitated thereby;

BE IT FURTHER RESOLVED that a Staff Member of the corporation be and hereby is authorized to affix and attest the corporation's seal to said agreement and any and all such other documents; and any and all actions heretofore taken by the corporation and/or its officers or agents or any of them with respect to the foregoing are hereby approved, ratified and confirmed.

*NOTE: Date of above meeting must not be earlier than date of applicable agreement.

----- CERTIFICATE -----

I, the undersigned,

Staff Member Name,

of _____
Name of Corporation

do hereby certify that the foregoing Resolution was adopted at the meeting aforesaid, conducted pursuant to due and lawful notice to all members of the Board of Directors of the corporation and in accordance with law and the articles of incorporation and bylaws of the corporation, at which meeting a quorum was at all times present. I also certify that said Resolution has not been amended, modified or rescinded and is still in effect. I further certify that

Name of authorized individual
whose name is signed to the document or documents described in the Resolution, did lawfully hold employment with the corporation on the date of execution of such document or documents.

Staff Member Signature

NOTORIZATION:

STATE: _____, CITY/COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me

this _____ day of _____, 20____

by _____
(Name of Person seeking acknowledgment)

Notary Public's signature: _____

Notary registration Number: _____

Notary Seal

My commission expires: _____

FORM B
SMALL, WOMEN-OWNED, MINORITY, AND SERVICE DISABLED
VETERAN-OWNED BUSINESS REQUIREMENTS

Rev: 06/07/2019

This form may be submitted with the Proposal or be submitted prior to award.

OFFEROR/OFFEROR NAME: _____

It is an important business objective of Central Purchasing to promote the economic enhancement of small businesses (SBE), women-owned businesses (WBE), minority businesses (MBE), and service disabled veteran-owned small business (SDV), collectively known as SWAM. Achievement of this business objective is dependent upon the business community partnering with us in this important endeavor.

If you are a SWAM firm please check one of the following boxes:

SBE WBE MBE SDV

OFFEROR/OFFEROR'S RESPONSIBILITIES:

- A. **Affirmative Steps:** Proposers/Offerors shall take affirmative steps Proposals/proposals to encourage participation in projects by SWAM firms. Such efforts may include, but are not limited to: the establishment and maintenance of a current solicitation list of small, women-owned, minority, and service disabled veteran recruitment sources, and assure SWAM firms are solicited once they are identified; when feasible, segmenting total work requirements to permit maximum SWAM participation, and establish delivery schedules to encourage SWAM participation; and assuring that SWAM firms are solicited whenever they are potential sources of goods or services, including using the services and assistance of the Small Business Administration (SBA) and the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (DSBSD).
- B. In the spaces below, report the anticipated SWAM firms that you intend to subcontract with if a contract is awarded to your firm. ***This information may be submitted with their Proposal/proposal or prior to award.***

Company Name:

Work to be subcontracted to SWAM firms

Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect through the B2B Connect tab on the solicitation webpage on eVA.

FORM C
REFERENCE PAGE
MUST BE FOR EQUIVALENT SERVICES
(Completed Form Shall Be Submitted with the Proposal)

OFFEROR NAME _____

Reference 1

| | | | |
|--|----------------|---------------------|----------------|
| Name of Business, County, County or Agency | Street Address | County & State | Contract Dates |
| | | | |
| Contact | Title | Telephone | Email Address |
| | | | |
| Description of Work Performed: | | Contract Amount: \$ | |
| | | | |
| | | | |
| | | | |

Reference 2

| | | | |
|--|----------------|---------------------|----------------|
| Name of Business, County, County or Agency | Street Address | County & State | Contract Dates |
| | | | |
| Contact | Title | Telephone | Email Address |
| | | | |
| Description of Work Performed: | | Contract Amount: \$ | |
| | | | |
| | | | |
| | | | |

Reference 3

| | | | |
|--|----------------|---------------------|----------------|
| Name of Business, County, County or Agency | Street Address | County & State | Contract Dates |
| | | | |
| Contact | Title | Telephone | Email Address |
| | | | |
| Description of Work Performed: | | Contract Amount: \$ | |
| | | | |
| | | | |
| | | | |

The Owner reserves the right to conduct additional reference checks.

FORM C
REFERENCE PAGE - CONTINUED
MUST BE FOR EQUIVALENT SERVICES
(Completed Form Shall Be Submitted with the Proposal)

OFFEROR NAME _____

Reference 4

| | | | |
|--|----------------|---------------------|----------------|
| Name of Business, County, County or Agency | Street Address | County & State | Contract Dates |
| | | | |
| Contact | Title | Telephone | Email Address |
| | | | |
| Description of Work Performed: | | Contract Amount: \$ | |
| | | | |
| | | | |
| | | | |

Reference 5

| | | | |
|--|----------------|---------------------|----------------|
| Name of Business, County, County or Agency | Street Address | County & State | Contract Dates |
| | | | |
| Contact | Title | Telephone | Email Address |
| | | | |
| Description of Work Performed: | | Contract Amount: \$ | |
| | | | |
| | | | |
| | | | |

Reference 6

| | | | |
|--|----------------|---------------------|----------------|
| Name of Business, County, County or Agency | Street Address | County & State | Contract Dates |
| | | | |
| Contact | Title | Telephone | Email Address |
| | | | |
| Description of Work Performed: | | Contract Amount: \$ | |
| | | | |
| | | | |
| | | | |

The Owner reserves the right to conduct additional reference checks.

FORM D
PROPRIETARY INFORMATION
(Completed Form Shall be Submitted with the Proposal)

OFFEROR NAME _____

Trade Secrets or Proprietary information submitted by a 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. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices. (Section 2.2-4342(F)(c) of the Code of Virginia).

Please mark one:

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

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

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the Proposal (i.e. CD or Thumb Drive) with the Original paper Proposal if proprietary information is contained in the Proposal.**

FORM E
INSURANCE CARRIER ACKNOWLEDGEMENT

In order for the Offeror’s Proposal to be considered, the form below shall be completed by a representative of the Offeror’s insurer, and shall be returned with the Offeror’s sealed response to this Solicitation. Failure to provide the completed form may result in a determination that the Proposal is ineligible for award. This form is to be duplicated for additional insurance placements if through other insurance agents, direct writers or an approved Virginia workers’ compensation pool in order to have all insurance policies accounted for.

The undersigned represents that the insurance requirements specified in “**Exhibit 4**” of this Solicitation are understood, and requirements including the specified forms, can be provided to the County upon the Offeror’s payment of applicable insurance premiums, should the Offeror be awarded a contract as a result of this Solicitation.

Insured’s Name (the Offeror): _____

Insurance Representative’s printed name: _____

Insurance Representative’s signature: _____

Insurance Representative’s Title: _____

Insurance Representative’s Phone Number: _____

Insurance Representative’s e-mail: _____

Insurance Representative’s Office Address:

Note: Providing the above information does not create an obligation between the Insurance Representative and The County of York, Virginia. Its sole purpose is to validate the Offeror has reviewed the insurance requirements with the Insurance Representative, prior to the submission of a Proposal by the Offeror, and if the Offeror is awarded a contract and pays appropriate insurance premiums; that you can provide the coverage and County required forms.

Alternate Employer Endorsement (WC 00 03 01 A),
AND either the single form, CG 20 10 11 85 **OR** CG 20 10 10 01.

The Name of the Person of Organization of the forms shall be as follows:

The Certificate of Insurance, accompanied with all subsequent endorsements shall include and designate “**The County of York, Virginia, its officers, agents and employees as additional insured on a primary and non-contributory basis**”. The Policy Number shall be printed and shown on the Certificate of Insurance and each additional endorsement.

TECHNICAL PROPOSAL

- Technical Proposal – The Offeror is encouraged to provide relevant and concise responses. Provide the following:
- a. A one page executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
 - b. In individual tabs, address each area identified as an Evaluation Factor (See Section B, # 5)