



COUNTY OF WASHINGTON, VIRGINIA

COUNTY GOVERNMENT CENTER BUILDING
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

TAMMY STURGILL, CPA
DIRECTOR OF BUDGET & FINANCE

DEPARTMENT OF BUDGET & FINANCE

May 11, 2022

To whom it may concern:

Washington County, Virginia is accepting sealed PROPOSALS from qualified firms for construction materials testing and special inspection services for the Washington County Courthouse Expansion project.

The Request for Proposal packet, containing instructions and specifications, is attached for your use.

Sealed PROPOSALS must be received no later than: 3:00 pm on June 1, 2022

Proposals should be made using the proposal forms provided with the Request for Proposal package and directed to **Department of Budget and Finance; Washington County Government Center Building; 1 Government Center Place, Suite A; Abingdon, Virginia 24210**. Five copies of the Proposal and an electronic copy of the proposal on USB drive must be submitted in a sealed package marked on the outside with the Provider's name and address, and clearly marked: "**Construction Materials Testing & Special Inspection Services for Courthouse Expansion**". No faxed proposals or electronic media responses will be accepted. Proposals must be signed in ink by an official authorized to bind the Provider. Proposals received after the deadline, postmarks notwithstanding, shall be rejected. The County of Washington reserves the right to reject any or all proposals.

Questions to clarify the Request, instructions, specifications, or any solicitation document should be submitted by email no later than five (5) working days before the due date to: **tcopenhaver@washcova.com**. The email inquiry should be identified with a subject line of: "**Question Regarding Construction Materials Testing & Special Inspection Services for Courthouse Expansion**".

Sincerely,

A handwritten signature in cursive script that reads "Tammy Sturgill".

Tammy Sturgill
Director of Budget & Finance

For posting and legal advertisement:

**REQUEST FOR PROPOSALS
CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FOR
WASHINGTON COUNTY COURTHOUSE EXPANSION
FOR WASHINGTON COUNTY, VIRGINIA**

The County of Washington, Virginia is currently accepting proposals from qualified firms for construction materials testing and special inspection services for the Washington County Courthouse Expansion project. A request for proposal package containing instructions, qualifications, and specifications may be obtained by contacting the Department of Budget & Finance at 1 Government Center Place, Suite A; Abingdon, Virginia 24210; or phone 276-525-1310.

Sealed proposals will be accepted until **3:00 PM on June 1, 2022**. Proposals must be made using specified proposal forms, and may be mailed or delivered to the address above for the Department of Budget & Finance. Proposals received after the deadline, postmarks notwithstanding, shall be rejected. The County of Washington reserves the right to reject any or all proposals.

WASHINGTON COUNTY, VIRGINIA
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

**REQUEST FOR PROPOSALS
CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FOR
WASHINGTON COUNTY COURTHOUSE EXPANSION
FOR WASHINGTON COUNTY, VIRGINIA**

May 11, 2022

PROPOSALS WILL BE RECEIVED UNTIL:

3:00 pm on June 1, 2022

PROPOSALS ARE TO BE MAILED OR DELIVERED DIRECTLY TO:

WASHINGTON COUNTY, VIRGINIA, DEPARTMENT OF BUDGET & FINANCE
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210
(276) 525-1310

Five copies of the Proposal must be submitted using the specified Proposal Form and an electronic copy on USB drive in a sealed package marked on the outside with the Provider's name and address, and clearly marked:

"CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTION SERVICES FOR COURTHOUSE EXPANSION".

**REQUEST FOR PROPOSALS
CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FOR
WASHINGTON COUNTY COURTHOUSE EXPANSION
FOR WASHINGTON COUNTY, VIRGINIA**

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**REQUEST FOR PROPOSALS
CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FOR
WASHINGTON COUNTY COURTHOUSE EXPANSION
FOR WASHINGTON COUNTY, VIRGINIA**

I. PURPOSE:

The County requests competitive negotiable proposals for construction materials testing and special inspection services for the Washington County Courthouse Expansion from firms qualified to provide such services with sufficient staffing and capacity to deliver the necessary services starting early July 2022. Services to be provided must meet the requirements included in the Construction Documents dated March 1, 2022 and any and all addenda as developed by Moseley Architects. Copies of the Construction Documents will be made available by request. Interested firms acknowledge they have reviewed the Construction Documents and any and all addenda by submitting a proposal in response to the RFP.

II. PROJECT OVERVIEW

The County has contracted with BurWil Construction Company, Inc. to serve as Design-Builder on the project with Moseley Architects serving as Architect of Record. The expansion of the Washington County Courthouse includes an approximately 65,000 square foot addition and renovation to the existing courthouse to expand the courthouse to approximately 80,462 square foot in order to service the current and future needs of the court system. Construction of the addition to the existing courthouse is anticipated to commence on or before July 5, 2022 with phased renovations to follow. The addition is anticipated to reach completion in March 2023 with completion of remaining renovation work by January 2025.

III. INSTRUCTIONS TO OFFERORS: PROPOSAL SUBMITTAL, QUESTIONS, AND AWARD

A. Identification of proposal envelope

Five copies of the proposal shall be submitted to County in a sealed envelope marked with the following information:

1. Offeror's name and address; and
2. **"Construction Material Testing and Special Inspection Services for Courthouse Expansion"**
3. Electronic copy on USB drive

B. Deadline for County receipt

Proposals must be received by the County no later than the due date and time specified on the cover sheet to this Solicitation. Proposals received after the due date and time, postmark notwithstanding, shall be rejected.

C. Rejection if proposal in improper form

Offeror's failure to submit a proposal on the Proposal form provided with this Solicitation and with all information required by this Solicitation shall be a cause for rejection of the proposal. Modification of or additions to any portion of the proposal form may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that Offeror withdraw or modify non-responsive portions of a proposal that do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed on behalf of the Offeror.

D. Questions and modification

Questions to clarify this Solicitation shall not be received or answered by telephone or in-person. Questions shall be submitted by email no later than five working days before the due date to: tcopenhaver@washcova.com. The email must identify in the subject line: "**Question Regarding Construction Materials Testing & Special Inspection Services for Courthouse Expansion**". Answers to all questions will be sent by email to all Offerors of whom the County is aware have interest in this Solicitation. Revisions may be made only by addendum issued by the County.

E. Optional pre-bid conference

Not applicable.

F. Inspection of job site

By submittal of a proposal in response to this Solicitation, Contractor certifies that Contractor has inspected the job site and is aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County.

G. Period allowed for County acceptance of proposal

Any proposal resulting from this solicitation shall be valid for 90 days after the proposal submittal deadline. At the end of the 90-day period, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

H. Interview

Prior to making an award pursuant to this solicitation, the County reserves the right to require Offeror to interview with a County review committee to determine whether Offeror is fully qualified to provide the goods and services as set forth herein. The interview is intended to

show that Offeror is fully qualified, that Offeror's services will be provided in a completely satisfactory manner, and that Offeror is competent to meet or exceed the performance specifications. Failure by an Offeror to comply promptly with a request for interview may result in its proposal being rejected.

I. Award

The County will follow procedures for competitive negotiation as set forth in Virginia Code § 2.2-4302.2. Unless all proposals are canceled or rejected, the County will select for negotiation two or more Offerors that the County determines to be fully qualified and best suited among those submitting proposals on the basis of factors specified in this solicitation, including price. Negotiations may include modifications of the proposal price and of the specifications to be included. Price shall be considered, but need not be the sole or primary determining factor. The County shall initiate negotiations by written notice to the selected Offeror. The times, places, and manner of negotiating shall be agreed to by the County and the selected Offeror. Failure by an Offeror to comply promptly with a request to schedule negotiations may result in its proposal being rejected. After negotiations have been conducted with each Offeror so selected, the County will select the Offeror which, in its opinion, has made the best proposal and provides the best value, and will award the contract to that Offeror. 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 than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The County reserves the right to reject any and all proposals in whole or in part, to waive any informality, to negotiate the proposal price, and to modify the specifications prior to making an award.

J. Announcement of Award

Following the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the County website at washcova.com on the Board of Supervisors' web page in the meeting agenda public packet.

K. Oral Presentation

Offerors who submit a proposal in response to the solicitation may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify and elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

L. Evaluation Criteria

Proposals shall be evaluated by a County selection committee using the following criteria:

	Criteria	Point Value
1.	Office Location and Location of Staff and Testing Laboratory	25
2.	Qualifications of Firm to Provide Required Services and Experience Providing Such Services in Southwest Virginia	25
3.	Availability of Resources	25
4.	Cost/Fee Proposal	25
	Total	100

M. Performance bond and payment bond

Not applicable.

N. Applicable laws and courts

This solicitation and any resulting contract shall be governed in all respects by the law of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Washington County, Virginia. Offeror shall comply with all applicable federal, state and local laws, rules and regulations.

O. Ethics in public contracting

By submitting their proposal, Offeror certifies that its proposals are 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 the 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.

P. Debarment status

By participating in this procurement, Offeror certifies that it is not currently debarred by the Commonwealth of Virginia or County of Washington, Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that it is not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or County of Washington, Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

Q. Investigation of qualifications of contractor

Offeror agrees to cooperate with such reasonable investigation as the County deems proper and necessary to determine the ability of Offeror to satisfy the terms of any contract that may be awarded pursuant to this Solicitation. Investigation may include inspection of Offeror's physical facilities prior to award to satisfy questions regarding Offeror's capabilities. Further, the County reserves the right to reject any bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to fulfill the obligations of the contract.

R. Testing and inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

S. Attachments

By submitting a proposal in response to this Solicitation, Offeror agrees to the terms and conditions stated in its attachments, including its Scope of Services or Scope of Work, Specifications, Special Terms and Conditions, and General Terms and Conditions. In such attachments, "Contractor" shall mean the Offeror that is awarded a contract pursuant to this Solicitation, if awarded; headings are for general reference purposes only and shall have no effect on Contract interpretation; pronouns shall include masculine, feminine, or non-gender specific regardless of the pronoun used; and references to "day" or "days" shall mean calendar day or days unless specified otherwise. Any additional terms and conditions or amendment of terms and conditions included in attachments that are negotiated by the parties to the Contract must be stated in writing in the final Contract.

Attachment 1 – SPECIFICATIONS & SCOPE OF WORK

Construction Materials Testing and Special Inspection Services for Washington County Courthouse
Expansion

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I. SCOPE OF WORK

Washington County is seeking the services from a qualified vendor to provide all necessary construction materials testing and special inspection services as required by the Construction Documents dated March 1, 2022 and any and all addenda as developed by Moseley Architects for the Washington County Courthouse Expansion project. Copies of the Construction Documents will be made available by request.

Services are to be provided in compliance with Specification Section 014500 of the Construction Documents as developed by Moseley Architects dated March 1, 2022 and any and all addenda and including, but not limited to the following specifications:

1. Section 033000 – CAST-IN-PLACE CONCRETE
2. Section 033001 – CAST-IN-PLACE CONCRETE SITEWORK
3. Section 042000 – UNIT MASONRY
4. Section 051200 – STRUCTURAL STEEL FRAMING
5. Section 052100 – STEEL JOISTS
6. Section 053100 – STEEL DECKING
7. Section 054000 – COLD FORMED STEEL FRAMING
8. Section 055000 – METAL FABRICATIONS
9. Section 310000 – EARTHWORK
10. Section 312333 – TRENCHING AND BACKFILLING

Attachment 2 – SPECIAL TERMS AND CONDITIONS

Construction Materials Testing and Special Inspection Services for Washington County Courthouse Expansion

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1. Subcontractors.

a. Contractor shall:

1. Pay its subcontractor(s) within seven (7) days of Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
2. Notify the County and the subcontractor(s), in writing, of Contractor's intention to withhold payment and the reason for such withholding.

b. Contractor shall pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (a)(2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Construction Materials Testing and Special Inspection Services for Washington County Courthouse
Expansion

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Payment

1. Form of payment. All invoices shall be directed to the payment address shown on the purchase order/contract. All invoices shall show the County purchase order number and the Contractor's federal employer identification number.
2. Timing of payment. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after the invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

Tax exemptions

3. Tax exemption. The County is exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.
4. Direct purchase. County reserves the option to enter into "direct purchase" agreements for purchase of all or a portion of tangible personal property necessary for the completion of construction projects undertaken for the benefit of the County and thereby to save the amount of sales tax thereon by virtue of the County's status as a tax-exempt political subdivision of the Commonwealth, exempt from sales and use taxation pursuant to Virginia Code §§ 58.1-609.1(4) and -610(B).

Contractor Qualifications & Performance

5. Contractor licensure. If Contractor provides removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the Contractor, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Contract. It is the Contractor's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. Contractor shall provide a copy of such license upon the County's request.
6. Independent contractor. The selected contractor is an independent contractor and shall not be deemed the agent of the County for any purpose whatsoever. No contractor's employee or sub-contractor shall hold himself out as an employee of the County and none shall have power or authority to bind or obligate the County in any manner. Contractor shall be liable for and pay all taxes required by local, state, or federal governments or any other taxes and permits required by law. Contractor shall adhere to any and all regulations and stipulations governing the operation and work of such contractor for the duration of this contract. The County shall in no manner be held liable for the Contractor's disregard for required work related regulations.
7. No subcontract or assignment. No portion of the work to be performed pursuant to this Contract shall be subcontracted or assigned without the written consent of the County.
8. Contract performance. Contractor shall perform all work pursuant to this Contract in accordance with manufacturers' instructions, construction industry standards, and in a workmanlike manner.
9. Asbestos. Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presences of asbestos or suspects that asbestos is present, he shall stop the



Attachment 3 – GENERAL TERMS AND CONDITIONS

Construction Materials Testing and Special Inspection Services for Washington County Courthouse
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work immediately, secure the area, notify the County and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.

10. Repair of damage. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense.
11. Final Inspection. Upon completion of all contract requirements, Contractor shall demonstrate to the County Project Manager that the project is fully operational and in compliance with contract specifications. The County reserves the right to conduct any test/inspection it may deem advisable to assure materials and services conform to the specifications. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to County's final acceptance of the work. Alternatively, at the County's sole discretion, the County may direct in writing that the County does not require replacement or correction, and an equitable adjustment to the contract price may be negotiated.
12. Record retention and audit. Contractor shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the County or its authorized agent, whichever is sooner.
13. Indemnification. Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property or other liability resulting from or in any manner arising out of or in connection with the project and Contractor's performance of the work under this contract.
14. Insurance requirement. Contractor shall maintain insurance to meet the minimum requirements specified below, including contractual liability as stated in these General Terms and Conditions. Contractor shall deliver to the County a Certificate of Insurance from carriers acceptable to the County specifying such limits. The Certificate shall show the County of Washington named as an additional insured for Comprehensive General and Auto Liability. In addition, the insurer shall give the County 30-days advance notice of its decision to cancel coverage, which shall be grounds for County termination of contract.

Liability Insurance Coverage requirements:

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirements

Coverage B - \$100,000 Per Occurrence

Coverage C - \$100,000/\$100,000 Accident and/or Disease

All States Endorsement



Attachment 3 – GENERAL TERMS AND CONDITIONS

Construction Materials Testing and Special Inspection Services for Washington County Courthouse Expansion

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Automobile Liability, including Owned, Non-Owned, and Hired Car Coverage Limits of Liability
Combined Single Limit \$1,000,000

Comprehensive General Liability Limits of Liability:
Per Occurrence \$1,000,000
In Aggregate \$2,000,000

Including:

- A. Completed Operations/Products
- B. Contractual Liability for Specified Agreement
- C. Personal Injury and Advertising Injury
- D. Bodily Injury and Broad Form Property Damage

Professional Liability:

Per Occurrence \$1,000,000
In Aggregate \$1,000,000

15. Insurance discretion of County. If the insurance coverage and limits stated herein cannot be provided, the County Director of Department of Budget and Finance, in such Director's sole discretion, may approve such other insurance coverage or limits that the County Director of Department of Budget and Finance deems acceptable.

County constitutional limitation

16. Constitutional limitation. The County obligations pursuant to this Contract are moral obligations subject to the limitations of the constitution and law of the Commonwealth of Virginia, subject to annual appropriation by the Board, and non-appropriation shall not constitute grounds for recovery against the County. The covenants of the County as stated herein shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance of the full faith and credit or property of the County. State law and constitution prohibit Washington County from expenditure of funds unless appropriated by the Washington County Board of Supervisors and from obligating funds beyond the current fiscal year (July 1 – June 30). Therefore, notwithstanding any provision in this contract to the contrary, if the Washington County Board of Supervisors does not appropriate funds for the continuance of this contract in any future fiscal year, this contract and all obligations hereunder shall automatically terminate upon depletion of the currently appropriated funds, without penalty to the County.

Contract

17. Non-waiver of rights. No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by the County to act on or to assert any right hereunder does not constitute a waiver of such right.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Construction Materials Testing and Special Inspection Services for Washington County Courthouse
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18. Binding effect. This Contract shall be binding upon all heirs, successors, and/or assigns to any of the parties to this Contract, subject to limitations of law for the County as stated herein.
19. Modification and assignment. This Contract may be modified or assigned only by written agreement signed by all parties hereto.
20. Change orders. Any change in the scope of work to be performed, materials to be used, price of project, schedule for completion, or other aspect of performance of the contract shall require a written modification of the contract, which shall be called a Change Order. Unless it is not feasible to do so, Change Orders shall be prepared using the County-provided form for Change Orders. BEFORE proceeding with any additional work or variations in specified materials, Contractor shall obtain a written Change Order signed by both parties to the contract or, at minimum, email authorization from the County. The only persons authorized to sign a Change Order on behalf of the County or to provide email authorization for a Change Order shall be the Project Manager as specified in the Contract and the County Administrator. The County shall not pay any additional expense incurred by Contractor based on an oral-only change agreement. The Change Order shall be come effective only after it has been signed on behalf of both parties to the Contract by the authorized representatives, or if authorized by email, clearly transmitted by emails between such authorized representatives that address all matters that are covered by the Change Order form and that communicate both parties' agreement. Both parties to the contract agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order.
21. Sovereign immunity. Nothing in this Contract shall be construed as an express or implied waiver of the County's sovereign or Eleventh Amendment immunity, as a political subdivision of the Commonwealth.
22. Governing laws. This Contract shall be governed by the laws of the Commonwealth of Virginia. In the event of dispute, the affected party shall provide written notice of dispute to all other parties. The parties shall make all reasonable efforts to resolve differences by negotiation. However, in the event that a resolution by negotiation is not reached within a reasonable time, the parties may proceed to mediation or litigation. Claims against the County for damages shall proceed as required by Title 15.2, Chapter 12, Article 4 of the Code of Virginia (1950, as amended).
23. Litigation venue. Venue for litigation shall be in the Circuit Court of the County of Washington, Virginia. All parties to this Contract have standing to enforce any covenants, terms, provisions, and contracts set forth herein.
24. Complete agreement. This Contract sets forth all of the promises, contracts, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and contracts between parties concerning such subject matter.
25. Severance clause. If any provision of this Contract shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Construction Materials Testing and Special Inspection Services for Washington County Courthouse
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26. Counterparts and electronic signature. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures or signed copies sent by portable document format (PDF) shall be deemed originals.
27. Survival. Contract provisions regarding indemnification and recovery of damages for deficient contract performance shall survive the completion or earlier termination of the contract.

Disputes, failure to perform, termination

28. Failure to deliver. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
29. Termination of contract:
- a. County or Contractor may terminate this Contract for convenience upon giving the other party 30 calendar days prior written notice. County shall within 30 calendar days after the date of termination pay Contractor for all services rendered and all costs incurred up to the date of termination in accordance with the applicable fee schedule.
 - b. County may terminate the Contract for cause subject to the following provisions. Prior to termination of the contract, the County shall give Contractor ten calendar days prior written notice, during which Contractor may rectify the cause of the termination. County may postpone the effective date of the termination, at its sole discretion. If rectified to the satisfaction of the County within said ten days or such other time as allowed by County, County may rescind the notice of termination. If it does not, then the County may immediately terminate the contract for cause by giving written notice to the Contractor.
 - c. Written notice of termination, whether initial or given after a period of postponement, may be served upon the Contractor by U.S. mail or any other means at Contractor's last known place of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three business days, by posting the notice at the job site. Contractor's failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
30. Termination for cause. Without limitation, the following are bases for termination for cause, County may terminate the contract in the event Contractor fails to remain in compliance with applicable requirements for permitting, insurance, registration to do business in the Commonwealth of Virginia for the purposes required by the contract.
31. Immediate termination. In the event of Contractor conduct that exhibits reckless disregard for the consequences of its conduct and its performance of services pursuant to this Contract, County, at its sole discretion, may immediately terminate the Contract upon delivery of written notice to Contractor. Delivery of written notice shall mean placement of notice of termination into U.S. mail for delivery to Contractor's last known address or personal delivery to Contractor, whichever occurs first. Additionally,



Attachment 3 – GENERAL TERMS AND CONDITIONS

Construction Materials Testing and Special Inspection Services for Washington County Courthouse

Expansion

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in the event of voluntary or involuntary action that results in either the Contractor coming under the jurisdiction of federal bankruptcy court or assignment to a receivership, the County shall have sole discretion to terminate this contract immediately.

Compliance with laws

32. No illegal aliens. Contractors certify that they do not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
33. Drug-free workplace.
 - a. Contractor acknowledges and certifies that it understands that the following acts by Contractor, its employees, and/or agents performing services on County property are prohibited: (i) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and (ii) Any impairment or incapacitation from the use of alcohol or other drugs.
 - b. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County in addition to any criminal penalties that may result from the conduct.
34. Federal and state laws. Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964 (as amended), the Americans With Disabilities Act (as amended), the Virginia Human Rights Act, and the Virginians with Disabilities Act. The County does not discriminate against faith-based organizations as defined by Virginia Code § 2.2-4343.1. If Contractor is a faith-based organization as defined by Virginia Code § 2.2-4343.1, Contractor (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to this Contract on the basis of the recipient's religion, religious belief, or refusal to participate in a religious practice or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and (ii) shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law.
35. In accordance with Virginia Code § 2.2-4311, in every contract over \$10,000.00, the Contractor agrees as follows:
 - a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this



Attachment 3 – GENERAL TERMS AND CONDITIONS

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- section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
36. The requirements of the General and Special Terms and Conditions are material parts of the contract. If the Contractor violates any provision therein, the County may terminate the contract. Violation also may result in debarment from future contracting regardless of whether the specific contract is terminated.



Attachment 4 – PROPOSAL QUESTIONNAIRE

Construction Materials Testing and Special Inspection Services for Washington County Courthouse
Expansion

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PROPOSAL QUESTIONNAIRE

The undersigned, as Offeror, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person or firm herein mentioned has any interest in this proposal; that this is made without connection with any other person or company or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Offeror further declares that they have examined the specifications of the materials and services and informed themselves fully in regard to all the conditions pertaining to the materials and services; that they have examined the specifications relative thereto, and have read all special provisions furnished prior to the submittal of the proposal; that they have satisfied themselves relative to the materials and service to be provided.

Offeror agrees, if this proposal is accepted, to furnish all necessary materials and services in accordance with this proposal necessary to complete the Contract In full and complete accordance with the shown, noted, described and reasonably implied requirements of the Request for Proposal attached hereto to the full and entire satisfaction of Washington County, with the definite understanding that no money will be allowed for extra work except as set forth in the attached Request for Proposal and any contract that may result from such submitted Proposal. The statement on this cover sheet shall apply to each element of each proposal submitted to the County.

AGREED, _____
(Signature of Authorized Person)

Signatory's Name (Printed): _____

OFFEROR'S NAME (Business Entity): _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____

Attachment 4 – PROPOSAL QUESTIONNAIRE

Construction Materials Testing and Special Inspection Services for Washington County Courthouse
Expansion

Page 2 of 2

Please provide responses to the requests for information stated below. A response to each item, below, is mandatory. Your responses should be itemized in accordance with the requests for information stated below and you may attach additional pages or materials as referenced in your responses.

The proposal shall provide information necessary for the County to evaluate the qualifications, experience, and expertise of the proposing firm to perform the Services. The Offeror is to make a written proposal which presents an understanding of the work to be performed. Proposals should be as thorough and as detailed as possible but written clearly and concisely so that the County may properly evaluate the firm's capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

Office Location & Location of Staff and Testing Laboratory

1. Provide the qualifications and experience of the firm and the office location(s) for staff and testing laboratory.

Qualifications of Firm to Provide Required Services and Experience

2. Provide the qualifications, experience, and certifications of proposed staff to include resumes and physical location of staff anticipated to provide services.
3. Provide at least three references on Attachment 5, References, that the County may contact for which similar service were provided and give dates services were provided. The references should be contracts similar in size and scope. The County reserves the right to contact references in addition to those furnished by the Offeror.
4. Describe experience providing similar services in Southwest Virginia.

Availability of Resources

5. Provide a Statement of Availability of proposed staff assuming start date of early July 2022.

Cost/Fee Proposal

6. Provide a fee proposal with sufficient detail to include tests, inspections, reports, personnel/discipline, estimated hours, all-inclusive billable hourly rates, testing rates, and anticipated mileage and rates.

Attachment 5 – REFERENCES

Construction Materials Testing and Special Inspection Services for Washington County Courthouse Expansion

Page 1 of 1

References for _____

Name of Offeror

Offeror shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, name of the contact person, email address and telephone number.

- 1. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____)_____ Email address: _____
SERVICE DATES _____
- 2. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____)_____ Email address: _____
SERVICE DATES _____
- 3. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____)_____ Email address: _____
SERVICE DATES _____

This form is required to be submitted to be considered a Qualified Offeror for this solicitation.



Attachment 6 PROPRIETARY/CONFIDENTIAL INFORMATION

Construction Materials Testing and Special Inspection Services for Washington County Courthouse Expansion
Page 1 of 1

Trade secrets or proprietary information submitted by a bidder/offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder/offeror must invoke the protections of section 2.2-4342(f) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the bid/proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information to be withheld shall be submitted on this form. A bidder/offeror may not designate as trade secrets or proprietary information (a) an entire bid or proposal; (b) any portion of a bid or proposal that does not contain trade secrets or proprietary information; or (c) line item prices or total bid or proposal prices.

If non-disclosure is invoked, the bidder/offeror must provide the County, in addition to the number of copies elsewhere in this Solicitation, one copy of the bid/proposal with proprietary/confidential information redacted so that the County may provide it to the public for review.

Description of the data or other materials that are requested to be withheld from public disclosure	Page #(s) and Line #(s) &/or Section #(s) where located	State your reason(s) why withholding from public disclosure is necessary

You may attach additional copies of this page as necessary.

