



COUNTY OF BLAND
REQUEST FOR PROPOSALS FOR
PROFESSIONAL ENGINEERING SERVICES
FOR THE
ROCKY GAP GREENWAY PROJECT

I. Introduction

The County of Bland will be utilizing this request for proposals to procure engineering services for the Rocky Gap Greenway Project.

ROCKY GAP GREENWAY PROJECT

The County of Bland is seeking proposals from qualified engineering firms for the funding acquisition, design, construction administration, and inspection of a trail project in the Rocky Gap community of Bland County. The community, along with local government officials, has been working to develop a multifaceted trail project that will link historic, educational, and scenic points of interests.

A Planning Study Report dated September 2013 was completed to outline the scope of the project as well as develop phase for development. Each phase is unique in its ability to match various funding opportunities. The phases are not sequential. Rather, their development is based on the availability of funding. A copy of the planning study report can be obtained at www.blandcountyva.gov.

II. Scope of Services

ROCKY GAP GREENWAY PROJECT

The County of Bland seeks professional engineering services for the funding acquisition and coordination, project design and construction of the ROCKY GAP GREENWAY PROJECT. These services shall include but are not limited to design, project management, funding coordination, phase planning, survey and easement acquisition, permitting, construction administration, and construction inspection.

III. Evaluation Criteria and Selection Process

ROCKY GAP GREENWAY PROJECT

In determining the firm to be fully qualified and best suited to perform the work associated with the ROCKY GAP GREENWAY PROJECT, the following factors will be considered in addition to factors detailed in section 17 of Appendix A:

- a) The ability, capacity, skill, reputation, and experience of the firm to provide the services required;

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- b) Proposed schedule to complete all tasks, including supporting information related to the ability of the firm to provide the necessary resources to complete the project;
- c) Demonstrated success in project funding acquisition and coordination from multiple agencies as well as demonstrated success in meeting the funding agencies' requirements to ensure smooth and timely completion of the project;
- d) Demonstrated success in completing projects in a timely manner in coordination with multiple funding and regulatory agencies;
- e) Qualifications of key personnel to be assigned to the project and their ability to manage all facets of the project effectively and efficiently;
- f) Ability to provide cost saving measures throughout the duration of the project;
- g) References from municipal clients for which similar work has been performed.

When all proposals received have been reviewed and rated, the County anticipates that individual discussions with offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services will be conducted.

On the basis of evaluation factors published in this Request for Proposals and all information developed in the procurement process to this point, the governing body shall select one firm for the ROCKY GAP GREENWAY PROJECT. The County of Bland reserves the right in its sole discretion to reject any and all proposals.

IV. Questions and Pre-Proposal Conference: Not Required

At this time, it is believed that a pre-proposal conference is not required. All available information regarding this project is included in this Request for Proposals.

VI. Submissions and Deadlines

Proposals shall contain a standard SF 330 along with a cover letter and one page containing information relative to the factors given in Item III, Evaluation Criteria. Each firm which wishes to submit a proposal in response to this Request for Proposals (RFP) must submit Two (2) copies of the proposal. Proposal must be received by the County Administration Office on or before **2:00 p.m.** local time **Thursday, March 19, 2015**, to the Bland County Administrator's Office, Suite 201, 612 Main Street, Bland, VA 24315.

County Administrator
Rocky Gap Greenway Project Engineering RFP
PO Box 510
Bland, VA 24315
(276) 688-4622

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VIII. Additional Information

An electronic copy of the Rocky Gap Greenway Planning Study Report can be obtained from www.blandcountyva.gov.

IX. Publication Information

RFP advertised in the *Bland Messenger* on February 25, 2015

RFP listed on the Bland County website www.blandcountyva.gov on February 20, 2015

VII. Labor and Civil Rights Provisions

Offerors shall comply with the following: President's Executive Order #11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President's Executive Order #12138 and #11625 regarding utilization of MBE/WBE firms; the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990; and the Age Discrimination and Employment Act; Federal Regulation PR-1273. Offerors must certify that they do not or will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, or national origin.

Participation is encouraged from businesses certified as small businesses, women owned businesses, minority owned businesses, and disadvantaged owned businesses. WBE/DBE utilization goals may apply depending on the project assignments and funding sources to be undertaken.

It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmb.e.state.va.us/>) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. The County of Bland believes that these services support 10% DBE participation.

The following forms and reporting documents are required along with the standard SF 330:

- USDOT 1050.2 Title VI Assurance Appendix A
- Form C-63 – DBE/SWAM Payment Compliance Form
- Firm Data Sheet
- Title VI Evaluation Form

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Attachment H: USDOT 1050.2 Title VI Assurance Appendix A

US Department of Transportation 1050.2 Title VI Assurance – Appendix A

APPENDIX A CONTRACTOR AGREEMENTS

During the performance of this contract, the contractor, for itself, its assignees and successor interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulation”), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the ground of age or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by Commonwealth of Virginia, Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, Orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Commonwealth of Virginia, Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Commonwealth of Virginia, Department of Transportation, shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor for the specific contract until the contractor

complies, and/or

b. Cancellation, termination or suspension of the contract, in whole or in part

6. **Incorporation of Provisions:** The contractor shall include the provisions physically (not by reference), of paragraphs 1 through 6 of the Title VI Assurances in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulation, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Commonwealth of Virginia, Department of Transportation, or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Commonwealth of Virginia, Department of Transportation, to enter into such litigation to protect the interest of the Commonwealth of Virginia, Department of Transportation, and in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

FINAL

Page(s) _____ Of _____
 (1a) Report No. _____
 (1b) Quarter Ending _____

**COMMONWEALTH OF VIRGINIA
 DEPARTMENT OF TRANSPORTATION
 DBE AND SWAM PAYMENT COMPLIANCE REPORT**

(2a) Federally Funded
 (2b) State Funded
 (2c) Order No. _____ (2d) Date of Execution _____
 (2e) Contractor/Subcontractor _____ (2h) Contract Id. No. _____
 (2f) Route No. _____ (2i) Project No. _____ (2j) District _____
 (2l) FHWA No _____

(3) DBE and SWAM Firm Name, Certification No.	(4) Tax I.D. No.	(5) DBE and SWAM Category	(6) Allowable Credit of Contract or Agreement	(7) Allowable Credit		(8) Disallowed Credit (VDOT Use Only)		(9) Type of Work (Indicate Item Numbers & Work Description)
				(7a) This Quarter	(7b) To Date	(8a) This Quarter	(8b) To Date	
		DBE/MBE						
		DBE/MBE						
		DBE/MBE						
		DBE/MBE						
		DBE/WBE						
		DBE/MBE						
Total Dollar Amount Paid by Quarter and To Date by DBE and SWAM Category			DMBE DWBE SBE WBE MBE					

All "amounts paid" to certified DBE and SWAM firms are to be reported and submitted by VDOT's quarterly submittal schedule. See Instructions.

I/WE certify under penalty of law that the information provided herein is accurate, current, and complete to the best of my/our Knowledge.

Signature and Title of Company Official _____
 Print Name and Phone Number of Individual Completing Report _____
 Date _____

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VIRGINIA DEPARTMENT OF TRANSPORTATION INSTRUCTIONS FOR DBE/SWAM PAYMENT COMPLIANCE REPORT – C63

The Prime Contractor is required to submit a DBE Payment Compliance Report and requested to submit payments made to Small, Women-owned, and Minority-owned (SWAM) Business Enterprises for the designated quarterly reporting period. All amounts paid to **certified** DBE and SWAM businesses are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime contractor to provide evidence of DBE and SWAM payments in response to monitoring and enforcement compliance reviews.

The instructions below correspond to each item on the report. Please follow the instructions.

- 1a. **Report No.**
Indicate the number of the report you are sending in sequence. For example: If this is the second report you are submitting, enter Report No. 2.
- 1b. **Quarter Ending**
Indicate the reporting period based on the Reporting Schedule listed in these instructions.
- 2a. **Federally Funded**
Indicate if contract is federally funded.
- 2b. **State Funded**
Indicate if contract is state funded.
- 2c. **Order No.**
Enter the "Call Order" number assigned to your project by VDOT
- 2d. **Date of Execution**
Enter the date the contract was executed by VDOT.
- 2e. **Contractor/Subcontractor**
Enter your company's name.
- 2f. **Route No.**
Enter the highway route number shown in your contract.
- 2g. **Project No.**
Enter the project number assigned to your project by VDOT.
- 2h. **Contract Id. No.**
Enter the contract identification number assigned to your project by VDOT.
- 2i. **FHWA No.**
Enter the FHWA number assigned to your project.
- 2j. **District**
Enter the District where the project under contract is located.
3. **DBE and SWAM Firm Name, Certification No.**
Enter all DBE/SWAM subcontractors utilized and their certification number.

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4. **Tax I.D. No.**
Indicate the Federal Employer Identification No.
5. **DBE and SWAM Category (As certified by the Virginia Department of Minority Business Enterprise)**
Designate type of DBE/SWAM business:
DBE: DBE/MBE – Disadvantaged Minority-owned Business Enterprise
DBE/WBE – Disadvantaged Woman-owned Business Enterprise

SWAM: SBE – Small Business
MBE – Minority-Owned Business Enterprise
WBE – Woman-Owned Business Enterprise
6. **Allowable Credit of Contract or Agreement**
Dollar value of contract or agreement to be performed by the DBE and SWAM during the contract or agreement which is allowable for participation credit.
- 7a. **Allowable Credit This Quarter**
Dollar amount that can be credited for work performed in reporting quarter.
- 7b. **Allowable Credit To Date**
Dollar amount that can be credited for work performed since work commenced.
- 8a. **Disallowed Credit This Quarter**
Dollar amount of payment paid to DBE and SWAM that is NOT allowable for participation credit in reporting quarter.
- 8b. **Disallowed Credit To Date**
Dollar amount of payment that is NOT allowable for participation credit since work commenced.
9. **Type of Work (Indicate Item Numbers)**
State work item(s) performed and give description.

Effective July 1, 2007, All Form C-63s for a particular reporting period shall be submitted in an electronic format to the respective person in responsible charge in each District by the following dates of each calendar year.

REPORTING SCHEDULE

Reporting Period	Date Due To Responsible VDOT Residency
July 1 – September 30	Five (5) working days after the reporting period
October 1 – December 31	Five (5) working days after the reporting period
January 1 – March 31	Five (5) working days after the reporting period
April 1 – June 30	Five (5) working days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the VDOT Responsible Charge District Office on the following business day.

FIRM DATA SHEET

Funding: F (S=State F=Federal)

Project No.: TMPD 11-01

Division: TMPD

EOI Due Date: _____

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data will result in the Expression of Interest not being considered.

Firm's Name, Address and DBE and/or SWAM Certification Number	Firm's DBE or SWaM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE

N = DBE or SWaM Firm Not Certified by DMBE

NA = Firm Not Claiming DBE or SWaM Status

YS = SWaM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business.

DMBE is the Virginia Department of Minority Business Enterprise

VDOT TITLE VI EVALUATION FORM

This Title VI Evaluation Form is used as a Pre-award Review and Post-award Review. VDOT is required to conduct routine assessments prior to releasing funds to ensure Title VI compliance. A pre-award review assists VDOT in determining whether applicants operate in a nondiscriminatory manner. Pre-award reviews can also be used to require applicants to take preventive measures to ensure that discrimination will not occur in their services as a condition of receiving contracts. Pre-award reviews represent a frontline approach to eliminating and preventing discrimination before it occurs.

Post-Award Reviews are generally conducted after a contractor begins the scope of work. However to minimize the burden on VDOT's contractors, VDOT has developed a form that serves as both a pre-award and post-award compliance tool.

VDOT must also conduct on-site reviews of prime contractors periodically to ensure that the contractor remains in compliance with Title VI and to verify that the contractor has preventive measures to ensure nondiscrimination by their sub-contractors.

Name of Preparer:		Preparer's Title:	
Phone #:		Email Address:	
Name of Organization:		Address of Organization:	
Address of Virginia location where project will be done:			
Type of Contractor/Organization:			
<input type="checkbox"/> Private Organization <input type="checkbox"/> Governmental Agency		<input type="checkbox"/> Supplier <input type="checkbox"/> Other	
Workforce for Virginia Location			
Total	% Minority	% Female	
Business Ownership/Control Minority <input type="checkbox"/> Yes <input type="checkbox"/> No Female <input type="checkbox"/> Yes <input type="checkbox"/> No		DBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No SWAM Certified <input type="checkbox"/> Yes <input type="checkbox"/> No	
Does your organization currently have contracts or subcontracts with VDOT? <input type="checkbox"/> Yes <input type="checkbox"/> No What is your organization's most recent date of Title VI approval?			
Status of Project(s):		Value of current Contract(s):	
What does your organization have in place to ensure nondiscrimination in your VDOT scope of work and your programs and services?			

Virginia Workforce

CONSULTANT EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

Employment at this establishment – Report all permanent full and part-time employees including apprentices and on-the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered zeros.

Job Categories	Number of Employees (Report employees in only one category)														Total Col A-N
	Hispanic or Latino		Race/Ethnicity												
			Not Hispanic or Latino						Female						
	Male	Female	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Sir. Level Officials & Managers (1.1)															
First/Mid-Level Officials & Managers (1.2)															
Professionals (2)															
Technicians (3)															
Sales Workers (4)															
Administrative Support Workers (5)															
Craft Workers (6)															
Operatives (7)															
Laborers & Helpers (8)															
Service Workers (9)															
TOTAL (10)															
PREVIOUS YEAR TOTAL (11)															

Organization, Staffing, & Training

1. What type of services will your organization provide VDOT?
2. Identify the person responsible for the administration of Title VI policies and procedures (a Title VI Coordinator). Provide the name, position, title, and contact information.

Title VI/Nondiscrimination

1. Is your Title VI Coordinator, project managers, and other staff made aware of Title VI compliance and regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21 and the Federal Highway Administration's 23 Code of Federal Regulations 200? Please explain how they are made aware.
2. What procurement procedures does your organization have in place to ensure nondiscrimination in the selection and retention of subcontractors including procurements of materials and leases of equipment?
3. How does your organization notify your subcontractors and suppliers of their obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability and low income populations?
4. Are facilities and meeting areas fully accessible to persons with disabilities?
5. Does your organization have a system in place to accommodate persons with disabilities? If yes, how does your organization notify the public? If no, please explain.
6. How are limited English proficient persons made aware that they can receive translation services for access to services?
7. Has your organization been reviewed by any governmental agencies for compliance with Title VI and other laws and regulations? If yes, provide a copy of the letter identifying the review findings?

8. Does your organization receive federal assistance (grants, loans, donations of property, or detail of personnel) from any Federal government entity?

9. List any discrimination complaints and/or lawsuits received in Virginia during the reporting period. Include the basis for the complaint (ethnicity, gender, etc.) and summarize the outcome or resolution. If applicable, include a copy of the investigation report.

Disadvantaged Business Enterprises (DBE)

1. Did your organization award any contracts/subcontracts related to VDOT work to DBEs during the reporting period? If yes, provide the following:
 - The DBE's name and amount awarded
 - Total # of contracts awarded to DBEs
 - Total dollar amount of contracts awarded to DBEs

I certify that the data given in this report is correct to the best of my knowledge. (Report has to be submitted with original signature, not a photocopy.)

Signature: _____

(Authorized Officer)

(Title)

(Date)

For Office Use Only:

Provide award? Yes _____ No _____

Recommendations:

Appendix A

VDOT is a recipient of federal financial assistance. As a recipient, VDOT is required to comply with Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities. Title VI of the Civil Rights Act of 1964, and other directives prohibit agencies and sub-recipients receiving federal assistance from discriminating against anyone or any group in the United States on the grounds of race, color, national origin, sex, age, disability, or low-income. The United States Department of Transportation (USDOT) and Federal Highway Administration (FHWA) Regulations (49) Code of Federal Regulations (CFR), Part 21, and 23 CFR, Part 200 respectively, and other applicable orders and authorities provide guidelines, actions, and responsibilities for VDOT's implementation of the Title VI Program. These laws and regulations include but are not limited to the following:

- **The 1970 Uniform Act (42 USC 4601)** – prohibits unfair treatment of displacees
- **Section 504 of the 1973 Rehabilitation Act (29 USC 790)** – prohibits discrimination based on disability
- **The Federal-Aid Highway Act 1973 (23 USC 324)** – prohibits discrimination based on gender
- **The 1975 Age Discrimination Act (42 USC 6101)** – prohibits age discrimination (any age)
- **The Civil Rights Restoration Act of 1987** – clarified the original intent of nondiscrimination organization-wide
- **Executive Order 12898 on Environmental Justice (EJ)** addresses disproportionately high and adverse human health and environmental effects on minority and low-income populations
- **Executive Order 13166 on Limited English Proficiency (LEP)** - ensures people who are limited English proficient (LEP) have meaningful access to services

In brief, these laws and regulations prohibit discrimination in federally assisted programs and activities. Title VI of the 1964 Civil Rights Act states that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

By contracting with VDOT, a contractor is obligated to comply with the laws and regulations listed above and within the Memorandum of Agreement (MOA) executed between the Department and the contractor. VDOT's Civil Rights Division with the assistance from each applicable division's Program Manager, monitors an organization's compliance with the non-discrimination provisions.

To monitor compliance, each contractor and all sub-contractors are required to submit a Title VI Evaluation Form. This requirement is applicable for all contractors.

The Title VI Evaluation Form provides documentation that a contractor has procedures in place to prevent discrimination in programs and services based on Title VI.

VDOT will request a Title VI Evaluation Form within ten (10) days of notification of selection for new contractors or contractors that do not have a current assessment on file with VDOT. The Assessment Form should be submitted to the Program Manager in the division that is negotiating the contract. These are the divisions we currently receive Title VI Evaluation Forms from:

Right of Way & Utilities Division
Location & Design Division
Environmental Division
Structure & Bridge
Innovative Project Delivery
Materials Division
Transportation & Mobility Planning Division

Once the Title VI Evaluation Form is provided to VDOT, the Title VI Coordinator in the Civil Rights Division reviews the information and issues a pre-award letter within fifteen (15) days of receiving documentation or may schedule an on-site review within the same time frame to confirm information provided in the Assessment Form. VDOT Program Managers have access to a Title VI Log that is updated monthly on the Civil Rights Website. The Title VI Coordinator may request additional information and/or recommend corrective actions. The Title VI Coordinator may randomly schedule on site compliance reviews at the contractor's office.

If the report is approved for award, a letter is sent out with an expiration date for one year from the date of the approval letter. Typically the letter remains current and on file with VDOT for a period of one year. An updated report is required annually for contractors who continue to perform under a contract with VDOT. It should be noted that if VDOT conducts an on site compliance review the contractor can still be found to be out of compliance during the one year period.

Failure to comply with the nondiscrimination provisions may result in cessation of negotiations, withholding of payments, cancellation, termination, or suspension of the contract in whole or in part.

Should you have any questions about VDOT's Title VI Program or the Title VI Evaluation Form, you may directly contact the Title VI Coordinator in VDOT's Civil Rights Division at 804-786-2085,

APPENDIX A

BLAND COUNTY

BID OR PROPOSAL CONDITIONS

IMPORTANT! READ CAREFULLY BEFORE MAKING BID!

1. A bidder may withdraw or cancel a bid or proposal at any time prior to the date set for opening. After such time, the bidder may not withdraw for a period of sixty (60) calendar days. Any bidder may be required to clarify his bid or acknowledge by written confirmation that the minimum requirements of the request for proposal are included in the bidder's proposal.
2. Any invitation to bid, a request for proposal, any other solicitation or any and all bids or proposals may be canceled or rejected when it is determined that it is in the best interest of the County to do so. The reasons therefor shall be made a part of the contract file. Any bid which is incomplete, conditional, obscure, or which is not in conformance with the specifications may be rejected, or any such irregularities may be waived at the option of the County.
3. If more than one bid or proposal received is for the same total amount or unit price, quality and service being equal, the tie bidders shall be invited to resubmit written bids below the original bid and the award shall be made to the bidder with the lowest price.
4. If the lowest acceptable bid exceeds available funds, the County may negotiate with the bidder to obtain a contract price within available funds. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.
5. Except in the case of an emergency affecting the public health safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost. This paragraph shall not apply to contracts of insurance. Public contracts may be awarded on any other basis.
6. No contract other than one for the professional services of an accountant, architect, land surveyor, landscape architect, attorney, doctor of medicine or optometry or professional engineer, shall be awarded for a period in excess of three (3) years.
7. With the following exceptions procurement documents are subject to the Virginia Freedom of Information Act:
 - A. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be opened to public inspection.
 - B. Bid and proposal records shall be opened to public inspection only after award of the contract. Any bidder or offeror may be allowed to inspect the bid or proposal records prior to award unless the County decides not to accept any bids and to reopen the contract.
 - C. Trade secrets or proprietary information submitted to the County are not subject to disclosure if requested by the person submitting such information. Any such request must identify what is to be protected and state the reasons therefor.
8. Any bidder or offeror submitting a proposal to the County subjects himself to the decision of the administrator or the public body as to the quality of what is offered, responsiveness of the bid, responsibility of the bidder, and the qualifications of any offeror. The administrator or the public body, as the case may be, in their sole discretion will evaluate bids or proposals and in all cases the decision made shall be final. Every offeror submitting a bid or proposal agrees to abide by the decisions of such officials as a condition precedent to the submission of the bid.
9. The County does not accept the responsibility for maintaining a bid list and will not accept the responsibility for the failure of any competitor to receive a solicitation directly from the County.
10. Once invitations to bid or requests for proposal have been advertised, should a prospective bidder find any discrepancy in or omissions from the specifications, requests for proposal, or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the specified contact person who will send written instructions to all bidders. The County will not be responsible for any oral instructions.
11. The provisions of Sections 2.2-4305, 2.2-4315, 2.2-4311, 2.2-4312, 2.2-4330, 2.2-4333 through 2.2-4338, 2.2-4340, 2.2-4341, 2.2-4363, and 2.2-4367 through 2.2-4377 of the Code of Virginia of 1950 are incorporated into these conditions by reference as fully as if set forth herein.
12. The administrator may at his sole discretion require a bid, performance or payment bond in any procurement solicitation. The requirement for such bond shall be clearly stated in the bid documents.
13. By submitting a bid or proposal, the offeror agrees and warrants that he has examined all the contract documents and, if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the offeror from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be a cause to alter the original contract or proposal or for the offeror to request additional

compensation.

14. The firm, corporate or individual name of the bidder or proposer must be signed in ink in the space provided for the signature on the page following these conditions. In the case of a corporation the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm."
15. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.
16. Pursuant to an invitation to bid, the project will be awarded to the lowest responsive and responsible bidder, as those concepts are defined in Section 2.2-4301 of the Code of Virginia of 1950. When competitive sealed bidding is used the following factors shall be considered in addition to price when determining the lowest responsive and responsible bidder:
 - A. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
 - B. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - D. The quality of performance of previous contracts or services;
 - E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - F. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service.
 - G. The quality, availability and adaptability of the goods or services to the particular use required;
 - H. The ability of the bidder to perform future maintenance and service for use of the subject of the contract;
 - I. The number and scope of conditions attached to the bid; and
 - J. Any other condition or criteria included in the request for bids or the instructions to bidders.
17. Pursuant to a request for proposal, when competitive negotiation is the method of procurement, the following factors shall be considered in a descending order of importance in determining the most qualified firm or individual:
 - A. Any special qualifications or requirements set forth in the proposal documents.
 - B. Qualifications of the project manager and project teams.
 - C. Overall qualifications and experience of firm and any subcontractor to be used.
 - D. Quality of the content of the proposal and its responsiveness to the request for proposal.
 - E. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the services.
 - F. The location of the office that will have the responsibility for providing the services and the ability of the proposer to respond quickly to requests or requirements of the County.
 - G. Financial ability of the firm to perform future maintenance and service for use of the subject of the contract.
 - H. Cost estimates (which may or may not be required at the time of submission of the proposal, depending upon the circumstances.)

APPENDIX B
BID DECLARATION

TO THE COUNTY OF BLAND:

1. The undersigned hereby declares that he (it) is the only person (firm) interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official of the School Board or any person in the employ of the Board of Supervisors is directly or indirectly interested in the bid or any portion of the profit thereof.
2. The undersigned also declares that he has carefully examined the invitation to bid specifications and all annexed instructions and contracts and will provide all the required services and will fulfill all the terms of the bid, if selected.

SIGNATURE: _____

DATE: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Telephone: _____

APPENDIX C

GENERAL TERMS AND CONDITIONS

The procurement documents, including Appendix C, "General Terms and Conditions," to the Invitation for Bid, the Request for Proposal, or other Solicitation, and the response of the bidder (the "Contractor") will be incorporated into a resulting contract as fully and completely as if set forth in such contract in its entirety. The following are the general conditions that will apply to all procurements done by the County of Bland (the "County").

1. General Provisions

Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. This contract is subject to appropriations by the County.

2. Laws of the Commonwealth

- A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to the County under this contract assures the County that it is:
1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
 3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
 4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
- B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:
1. The Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract. All 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;
 2. The Contractor will include the provisions of the foregoing subparagraph 2.(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:
- The Contractor shall A) provide a drug-free workplace for its employees; B) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.
- For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the provisions of the Virginia Public Procurement Act, 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.
- C. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free place, Contractor shall comply with the Federal Drug Free Workplace Act.
- E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.
- "Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County Administrator.

3. Certifications

The Contractor certifies that:

1. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
2. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
3. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;
4. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
5. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

4. Warranties

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal. The rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the County.

5. Modifications, Additions or Changes

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000 whichever is greater without the approval of the County. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County.

6. Hold Harmless

The Contractor agrees to indemnify, defend and hold harmless the County and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature provided by the Contractor, provided that such liability is not attributable to the sole negligence on the part of the County or to failure of the County to use the materials, goods, or equipment in the manner outlined by the Contractor and descriptive literature or specifications submitted

be effective.

15. Termination

The County may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's work under this contract.

16. Choice of Law

To ensure uniformity of the enforcement of the contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

17. Forum Selection

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to the contract and agree that service by registered mail to the addresses set forth in Paragraph 19 of this Appendix shall constitute sufficient service of process for any such action. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this contract shall have jurisdiction and venue only in the Circuit Court for the County or in the U.S. District Court, Western District.

18. Severability

If any provision of the contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and the contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the contract, and the remaining provisions of the contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from the contract.

19. Notices

All requests, notices and other communications required or permitted to be given under the contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, telecopy or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

Notices to the County shall be sent to:

Bland County Administration
P.O. Box 510
Bland, VA 24315

Notices to the Contractors shall be sent to: (BIDDER, PLEASE COMPLETE!)

20. Contractual Claims Procedure

A. Contractual claims or disputes, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.