



# Request for Proposal

Floyd County

RFP 31400-8129-2

January 20, 2024

## Floyd County UHF Analog Radio System Replacement

Electronic proposals will be received at the County Administrator's office at 202 East Main St, Floyd VA 24091 3:00 pm February 6th, 2024 (local prevailing time), for furnishing the items or services described in this solicitation. Offers should be sent by e-mail attachment to: [ksowers@floydcova.gov](mailto:ksowers@floydcova.gov) with the RFP number and title in the subject line.

SCOPE OF WORK — Floyd County has issued this sealed Request for Proposal (RFP) for the purpose of obtaining responsive proposals from qualified firms to provide and install a UHF DMR Simulcast Radio System that is P25 capable located in Floyd County, VA.

Proposals are due: 3:00 p.m., February 6th, 2024

### SOLICITATION DOCUMENTS

Request for Proposal documents are available on the Floyd County web site <https://www.floydcova.gov/news>

An e-mail request for the complete RFP form may be sent to [ksowers@floydcova.gov](mailto:ksowers@floydcova.gov) .

Proposals shall be sent to [ksowers@floydcova.gov](mailto:ksowers@floydcova.gov) . In lieu of electronic submission, 3 electronic copies (CD or thumb drive) or paper submissions may be delivered to the County Administrator's at 202 East Main St. Floyd VA 24091 prior to the closure date. Documents should be saved as a .pdf document and should conserve disk space to allow transfers of data.

Questions concerning this project must be in writing (email is preferred) and addressed to [ksowers@floydcova.gov](mailto:ksowers@floydcova.gov) and should be received no later than (10) business days preceding the date that the proposals are to be received. E-mail is the preferred method and will get a timelier response.

# REQUEST FOR PROPOSAL

## Floyd County UHF Analog Radio System Replacement

### SECTION/TITLE

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## 1.0 PURPOSE

The intent of this Request for Proposal is to obtain the services of a qualified professional firm to provide a comprehensive design and replacement of the existing UHF Analog Radio System for Floyd County (the County) with an 8 Channel UHF DMR Simulcast Radio System that is P25 capable, the new system will include digital paging with the ability to monitor for fire/rescue. The services will include System Engineering (Includes Pre-Sales Design Work), Project Management, System Build, Installation Work, migration and Training, Tower Work, FCC Licensing for Radio System, purchase, installation, and programming site. Tower location recommendations that focus on best value for the most improved user coverage on our existing 2 tower system. Special consideration should be for road, power, and fiber access to minimize build cost and future maintenance expense. The county will be responsible for acquiring property for new tower sites, but additional radio tower location studies shall be flexible if the first chosen locations cannot be obtained by the county.

## 2.0 BACKGROUND

The County is replacing the existing UHF analog radio system. The existing system needs complete replacement due to aging technology and performance issues. The replacement system will be a UHF Digital Simulcast Radio System that is P25 capable, the new system will include digital paging with the ability to monitor for fire/rescue. The current system tower sites are as follows:

Copper Hill 37° 5'23.08"N/ 80° 7'52.06"W

Wills Ridge 36°55'43.43"N/ 80°25'39.54"W

## 3.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the County in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County not later than five (10) business days prior to the date set for acceptance of proposals.

## 4.0 TERM OF CONTRACT

Services shall commence upon conveyance of a fully executed agreement. The term of this agreement shall be from the date of the agreement through completion of all Task Orders for this project.

## 5.0 SCOPE OF SERVICES

Granted that the final terms and tasks of the agreement will be subject to negotiation, it is anticipated that the following basic elements will compose the services to be performed:

- Radio Site Equipment
- Tower Location Studies
- Site Equipment
- Microwave and alarm systems
- Mobile, Portables, spares
- System Engineering
- Project Management
- System Build
- Installation

- Migration and Training
- Tower Work
- FCC Licensing for Radio System with County ownership
- Conduct space needs assessment and develop a building equipment layout.

Although the above list depicts the basic elements of the proposal, a list of required equipment and services is provided below. The list includes a description and minimum number of units. **This list includes specific product names however products that meets or exceeds the product listed below specifications will be considered.** Although the list is considered comprehensive, any item that is necessary to complete project will be considered to be included in the proposal. Proposals will be accepted as a complete project unless specifically outlined in the proposal.

### **Radio Site Equipment**

KA-500 UHF Kairos Repeaters	28
KA-SI-T2 Simulcast Option	28
KA-GPS GPS Receiver units	28
GPS-ANT GPS Antennas	7
Rack Mount Panel for (2) Repeaters	16
Crescend UHF Power Amplifier	28
Crescend Mounting Racks	7

### **Site Equipment**

Duplexers UHF with Cables	28
Cable Management and shelves per site	7
MISC RF Jumper, Network Cables, Wiring Per Site	7
Surge Arrestors	28
Power System with battery backup and breaker panels (110 Amp Power and 400Ah battery)	7
Network Switch	7
Antennas Omni UHF 6-10db	28
Antenna Mounts and Clamps	28
Coax 1/2" or 7/8" Coax	3,800 ft
Connectors 1/2" or 7/8"	56

Hanger Kits, Hoist Grips, Other Mounting Hardware Per Site 7

Building/Outdoor Enclosure with Generators for Tower Sites 4

Guyed or self-supporting Towers as required for system coverage 4

**Microwave and Alarm Systems**

Cambium PTP-820S ME Units (6 or 11 Ghz) 14

Cambium 100Mb License 14

Cambium LPU Units 14

Cambium Outdoor Shielded Cat:5 Cable 14

Power Converter/Injector 14

Direct Mount Microwave Dish with Mount 14

Alarm System with PLC, HMI, E-mail Alerts, Remote Login 1

**Mobiles, Portables,**

Kenwood NX-5800 Mobiles 85

Kenwood NX-5300 Portables with Spk/Mics & Accessories 200

Repeater Portable TAC Unit with case and antenna 1

Unification DMR Pagers 130

**Labor Engineering Design Shipping Warranty**

FCC Licensing for Microwave System per Link FCC Licensing for Radio System  
Shipping and Receiving System Engineering  
Project Management, System Build, Installation Work Migration Over and Training  
Tower Work

**Spare Equipment**

KA-500 UHF Kairos Repeaters 4

GPS Antennas 1

Crescent UHF Power Amplifiers 4

Network Switch 1

Cambium PTP-820S ME Units (6 or 11 Ghz) 4

Power Converter/Injector 4

Powers Supplies 2

Alarm System spares kit 1

## **Console Equipment**

Telex IP224 Gateway Units with Cables	6
Control Stations	8
Backup Control Stations	2
Console Computers	3
Control Station Antennas	6

## 6.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

### A. Submission of Proposal

Electronic (thumb drive) and/ or hard copies documents may be delivered to the Office of the County Administrator's at 202 East Main St, Floyd VA 24091 with the RFP number and title displayed clearly and/or by E-mail attachment to: [ksowers@floydcova.gov](mailto:ksowers@floydcova.gov) with the RFP number and title in the subject line prior to the due date shown. Paper proposals will be accepted. E-mail documents should be saved as a .pdf document and should conserve disk space to allow transfers of data. To receive confirmation of receipt of proposal, send request to the [ksowers@floydcova.gov](mailto:ksowers@floydcova.gov).

### B. Questions and Inquiries

Questions and inquiries pertaining to the RFP will be accepted via e-mail [ksowers@floydcova.gov](mailto:ksowers@floydcova.gov) . Inquiries must provide RFP number and title. Material questions will be answered by Addendum and will be posted on the County's website: <https://www.floydcova.gov/news> provided that all questions are received five (10) business days prior to opening date.

### C. Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that they have received all addenda prior to submitting a proposal. All addenda can be downloaded from [www.floydcova.gov/news](http://www.floydcova.gov/news) .

### D. Firm Pricing for County Acceptance

Offers made during negotiation must be honored for County acceptance for 120 days from the date of offer.

### E. Proprietary Information

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature. Any propriety information must be listed on the attached "Proprietary/Confidential Information Identification" (Attachment A) form and submitted with the proposal. An all-inclusive statement that the entire proposal is proprietary will result in rejection of the proposal.

#### F. Authority to Bind Firm in Contract

Proposals must give full firm name and address of Offeror. Failure to sign proposal may disqualify Offeror. Person signing proposal should provide title or authority to bind firm in a contract. (Attachment E)

#### G. Preparation and Submission of Proposals

1. All proposals shall be signed by the individual or authorized principals of the firm.
2. All attachments to the RFP requiring executing by the firm are to be returned with the proposal.
3. It is the Offeror's responsibility that the proposal is received by the County BEFORE the hour specified on the due date. Requests for extensions of this time and date will not be granted. Proposals or unsolicited amendments to proposals received by the County after the due date will not be considered.

#### H. Miscellaneous Requirements

1. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
2. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The County will schedule the time and location for this presentation.
3. The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Offeror will be expected to sign a contract with the County.
4. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County.

### 7.0 SPECIFIC PROPOSAL REQUIREMENTS

The proposal should be as thorough and detailed as necessary to allow Floyd County to properly evaluate the offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal.

The County reserves the right to request clarification of information submitted and to request additional information if deemed necessary.

#### A. Cover Letter

The Offeror will complete and submit the Signature Sheet (included in the proposal) with a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind Offeror should sign the letter and Signature Sheet, as well. Indicate the address and telephone number of the Offeror's office.

B. Background and Project Summary Section

The proposal should describe your understanding of the County, the work to be performed, and the objectives to be accomplished. Refer to the "Scope of Services" section of this RFP.

C. Staffing Section

Provide a list of principal individuals who will likely be working on this project and indicate the level/title of each member, and the function that each will perform. Include a resume for each designated individual, to include licenses, certifications, and other qualifications.

D. Qualifications

The information requested in this section should describe the qualifications of the offeror in relation to similar projects in size and scope to that requested in the RFP. Information shall include the following:

1. A summary of the offeror's demonstrated capability, including length of time that the offeror has provided the services being requested herein.
2. Provide at minimum five projects similar in size and scope that receive services from your organization. Local references preferred. The County reserves the right to contact any of the organizations or individuals listed. Information shall include:
  - Client name
  - Project description
  - Project start and end date.
  - Client project manager name, email, and telephone number

E. Included documents.

- Forms as follows: (All forms must be signed.)
  - Proprietary/ Confidential Information Identification (Attachment A)
  - Authorization to Conduct Business in Commonwealth, VA (Attachment B)
  - Statement of Qualifications and Experience (Attachment C)
  - Non-Collusion Certification (Attachment D)
  - Authorization to Submit Bid (Attachment E)

## 8.0 EVALUATION AND AWARD CRITERIA

The County's Evaluation Committee shall review each proposal and verify the claims and credentials of each offeror. Selection will be made for each proposal based on the criteria listed below. Each criteria will be evaluated based upon the strengths and weaknesses of the submittal or subsequent information gained in the process.

- Materials, equipment, and availability (30%)
- Qualifications, credentials, and related experience of the offeror's key personnel (15%)
- Experience related to this similar project. (20%)
- References (10%)
- Pricing (25%)

Once each member of the Evaluation Committee has read and rated each proposal by use of the

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criteria, a consensus of the Committee shall be used to establish ranking of the proposals. This ranking shall be used to select the firms for further consideration. At this point, the Evaluation Committee may conduct interviews with two or more of the top ranked firms if needed.

After interviews have been conducted with each selected offeror, the County shall select the proposal which, in its sole opinion, is in the best interest of the County and enter negotiations with that firm. Should negotiations fail with this offeror, negotiations will be terminated with that offeror and negotiations will be opened with the next ranked firm, as required under the Virginia Public Procurement Act. Should the County determine, in its sole discretion, that only one offeror is qualified, or that one offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that offeror. The file will show the Committee's perception of the strengths and weaknesses of each proposal received as basis for selection.

The successful firm will be expected to enter into a contract with Floyd County based upon their submittal and any additional negotiated terms. All proposals should be submitted as explained above.

## 9. ADDITIONAL INSTRUCTIONS

- 1) Late Proposals: Proposals, if received by the County after the date and time specified, will not be considered. It will be the responsibility of the offeror to see that their proposal is received as specified. Electronic proposals show the date and time sent. This must be prior to the closing date.
- 2) County Electronic Network: Should the County's electronic networks connectivity prevent receipt of proposals at the time of the scheduled proposal closing, the proposals will be accepted and opened on the next business day of the County, at the original scheduled hour, or as soon as connectivity is, restored during normal business hours.
- 3) County Complex Closure: Should the County's Complex be closed and prevents receipt of proposals at the time of the scheduled proposal closing, the proposals will be accepted and opened on the next business day of the County, at the original scheduled hour, or as soon as operations is restored during normal business hours.
- 4) Competition Intended: It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Contract Officer in writing if any language requirement, specification, terms, conditions, or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Contract Officer prior to the date set for proposals to close.
- 5) Anti-collusion: The offeror certifies by signing its proposal that the proposal is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same goods and/or services and this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages. Should sub-consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud has occurred.
- 6) Ethics in Procurement: Offeror must provide written disclosure with their proposal if one of its officers, directors, trustees, partners, employees, or lenders is an employee or officer of Floyd County or an immediate family member of the employee or officer (as defined by Section 2.2-4368 of the Virginia Procurement Act) who is involved personally or substantially participates in procurement.

transactions or owns or controls an interest of more than three percent (3%) of the company or receives more than \$5,000 annually from the Offeror.

- 7) Addenda: If issued, addenda to this solicitation will be posted on the County website <https://www.floydcova.gov/news> . It is the offeror's responsibility to check the website or contact the County prior to the submittal deadline to ensure that the Offeror has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated in the proposal.
- 8) Withdrawal of Proposals: Proposals may be withdrawn (cancelled) any time prior to the closing time and date. Withdrawal of proposals may be accomplished by submitting such request in writing on the issuing company's letterhead either by email, in person, or by certified mail.
- 9) Award: Award will be made to the offeror considered by the County's sole determination after following the procedure outlined herein. The process used for this solicitation shall be Competitive Negotiation for Professional Services as outlined in the Virginia Public Procurement Act.
- 10) Announcements: Upon the award or the announcement of the decision to award a contract, the County will publicly post such notice on the web site: <https://www.floydcova.gov/news>
- 11) Offer/Acceptance: Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the goods and/or services described therein, shall constitute a contract between the Offeror and the County, which shall bind the offeror to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted proposal; and the County on its part to order from such offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
- 12) County's Rights: The County reserves the right to reject any and all proposals, and to waive any informality if it is determined to be in the best interest of the County.
- 13) Cooperative Procurement: If authorized by the Bidder, the contract resulting from this Invitation for Bids may be extended to other public bodies, agencies, or institutions within the United States to purchase at contract prices, terms and conditions. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). Floyd County, VA is not a party to such Contracts and is not responsible for placement of orders and payment or discrepancies of the participating public bodies. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). if desired. Bidders who do not wish to extend the prices. terms and Conditions to Other public bodies shall so indicate in the bid.

## 10.0 CONTRACT TERMS AND CONDITIONS

1. Conflict: In the event of a conflict between the contract documents, including these Contract Terms and Conditions, the final executed contract documents shall control.
2. Anti-Discrimination: The Consultant certifies to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable,

the Virginians with Disabilities Act, the Americans with Disabilities Act and 52.2-431.1 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and 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. (Code of Virginia 2.24343.1 E).

3. Assignment of Contract: A contract shall not be assigned by the Consultant in whole or in part without the written consent of the County.
4. Availability of Funds: A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
5. Changes and Additions: It shall be the responsibility of the Consultant to notify the County, in writing, of any necessary modifications or additions in the Scope of the contract. Compensation for changes or additions in the Scope of the contract will be negotiated and approved by the County, in writing.
6. Conflicts of Interests: The Consultant shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the County.
7. Consultant's Failure to Perform: Failure of the Consultant to perform the contract by reason of the County's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the County and may result in debarment of the Consultant for a period of up to three (3) years. Termination and /or debarment of the Consultant shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.
8. Copyright Protection: Consultant agrees to defend and save the County, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which Consultant is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
9. Drug-Free Workplace: During the performance of this contract, the Consultant agrees to (1) provide a drug-free workplace for the Consultant's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-consultant or vendor.

10. Entire Agreement: This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
11. Exemption from Taxes: The County is exempt from state sales tax and federal excise tax. A tax exemption certificate indicating the County's tax-exempt status will be furnished by the County upon request.
12. Faith-based Organizations: Floyd County does not discriminate against faith-based organizations,
13. Governing Law: This contract shall be made, entered into, and shall be performed in Floyd County, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this the contract, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of Floyd County, Virginia; however, if the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Western District of Virginia, Roanoke Division.

The Consultant shall not cause a delay in services because of litigation pending or during litigation proceedings, except with the express, written consent of the County or written instruction/order from the Court.

14. Indemnification: Consultant shall defend and indemnify the County, and the County's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Consultant, its employees, agents, and volunteers, or incurred by or claimed against the County, the County's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by Consultant. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the County due to the negligent, fraudulent, or criminal acts of consultant or any of the Consultant's officers, shareholders, employees, agents, consultants, sub-consultants, or any other person or entity acting on behalf of consultant. Unless otherwise provided by law, the Consultant indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for consultant under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
  15. Independent Contractor: The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of the County.
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16. Insurance: The Contractor shall maintain the following insurance to protect it and County from claims under the Workmen’s Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them. The Firm agrees to indemnify, defend, and hold harmless the County and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the County or its officers, agents, or employees, alleging damage or injury arising out of the acts or omissions of Firm or its agents and employees; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the County or its officers, agents, or employees.

**TYPE OF COVERAGE**

**LIMITS**

Workers’ Compensation and Employer’s Liability including coverage under United States Longshoremen’s and Harbor Worker’s Act where applicable	Statutory limits
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.
Premises – Operations	\$1,000,000 Each Occurrence
Bodily Injury Liability and Property Damage Liability Combined	\$2,000,000 Aggregate
Including: Underground Hazard (U) Explosion and Collapse Hazard (XC)	
Independent Contractors – County’s Protective Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Completed Operations - Products Liability Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between County and Contractor	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury with Employee’s Exclusion C deleted	\$2,000,000 Aggregate

Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non- owned, or hired by the Contractor	\$1,000,000 Per Accident
Umbrella/Excess Liability	\$2,000,000 Each Occurrence \$2,000,000 Aggregate
Professional Liability Insurance	\$2,000,000 Limit of Liability

- a. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the County for damage thereto.
- b. The County reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

**17. Payment and Performance Bond**

For any Contract for construction, the amount of which exceeds \$500,000, the Contractor shall furnish to the County the bonds required under Sections 2.2-4336 and 2.2-4337 of the Code and shall otherwise fully comply with the requirements of such sections of the Code. The County reserves the right to require payment and/or performance bonds in the amount of the Contract for any other Contracts, whether or not required by such sections of the Code.

**18. Required Payment**

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- a. within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the work under the Contract performed by such subcontractor, or (ii) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor.
- b. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- c. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the

County for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above.

- d. include in its contracts with any and all subcontractors the requirements of a, b, and c from above.

**19. Invoicing/Payment and Interest:**

Prior to payment the Consultant shall provide their federal employer identification number. Payment to the Consultant shall be made not more than forty-five (45) days after goods or services are received; or not more the forty-five (45) days after the invoice is rendered, whichever is later.

- a. Unless otherwise provided under the terms of this contract, interest for late payment shall not exceed one percent (1%) per month.
- b. The Consultant shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such statement shall also include a detailed breakdown of all charges.
- c. All such invoices will be paid promptly unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation.

**20. Laws, Regulations:**

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

**21. Ownership of Documents:**

Any data generated, reports, specifications, blueprints, negatives, or other documents prepared by the Consultant in the performance of its obligations under the resulting contract shall be the exclusive property of Floyd County, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the resulting contract without the prior written consent of Floyd County. Documents and materials developed by the Consultant under the resulting contract shall be the property of Floyd County; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. Floyd County agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified when the Consultant is not the firm of record.

**22. Payments to Subcontractors:**

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this contract, the Consultant shall either:

- a. Pay the Subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the Subcontractor under this contract; or
  - b. Notify the County and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.
-

**23. Records and Inspection:**

The Consultant shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Consultant's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Consultant by the County. The County shall have access to such records from the effective date of this contract, for the duration of the contract. The County's employees, agents or authorized representatives shall have access to the Consultant's facilities, shall have access to all necessary records and shall be provided with an adequate and appropriate workspace, to conduct audits. All records and information generated under the contract shall be property of the County, whether retained by the County or the Consultant.

**24. Safety:**

All Consultants and sub-contractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Consultants and sub-consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

**25. Severability:**

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

**26. Submission:**

All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the County's Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the County's Project Manager.

**27. Termination for Cause:**

If the Consultant shall for any reason or through any cause be in default of the terms of this contract, the County may give Consultant written notice of such default by certified mail/return receipt requested at the address set forth in Consultant's Proposal/ or as provided in this contract.

Unless otherwise provided} Consultant shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of consultant to cure the default, the County may immediately cancel and terminate this contract as of the mailing date of the default notice.

Upon termination, the Consultant shall withdraw its personnel and equipment, cease



performance of any further work under the contract, and turn over to the County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this contract may be immediately cancelled and terminated by the County and provisions herein with respect to opportunity to cure default shall not be applicable.

**28. Termination for Convenience:**

The County may at any time, and for any reason, terminate this contract by written notice to the Consultant specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to consultant by certified mail/return receipt requested at the address set forth in Consultant's Proposal or as provided in this contract. In the event of such termination, the Consultant shall be paid such amount as shall compensate the Consultant for the work satisfactorily completed, and accepted by the County, at the time of termination. If the County terminates this Consultant, the Consultant shall withdraw its personnel and equipment, cease performance of any further work under this Consultant, and turn over to the County any work completed or in process for which payment has been made.

**29. Contractual Claims Procedure**

Contractual claims or disputes by Contractor, 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 the event giving rise to such claim; 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.

- a. The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
  - b. If the Contractor disagrees with the decision of the County concerning any pending claim, the Contractor shall promptly notify the County by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved whether by failure of the Contractor to accept the decision of the County or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
  - c. The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.
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THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID,  
FAILURE TO  
INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR  
PROPOSAL/BID

Pursuant to Virginia Code 52.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the County Administrator, as applicable.

If this quote for goods or services is accepted by Floyd County, Virginia the undersigned agrees that the requirements of the Code of Virginia Section 52.2-431 1.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

\_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

\_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is\_\_\_\_\_.

\_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

Expressions of interest in response to this Request for Proposal shall be made by submitting a statement of qualifications, including background and experience of staff members who would be assigned to the work, summary of members who would be assigned to the work and a summary listing of similar projects conducted by the firm. The firm must have a proven record of experience in providing similar services. When applicable to the category of services governed by the proposal, the Offeror should address the following criteria:

1. Specific training, knowledge and experience relating to the provision of the requested services.
2. Thorough knowledge, as applicable, of all relevant federal, state and local codes, regulations, standards and requirements relating to the proposed services, including if applicable knowledge of any standards required to ensure functionality of the project as a completed whole.
3. Proven track record of success with similar services.

Each firm submitting a proposal for items included in this RFP shall prepare and submit the following information, in addition to addressing the qualifications stated above:

1. Name of Firm or Business \_\_\_\_\_
2. Business Address \_\_\_\_\_
3. Business Phone \_\_\_\_\_ Fax No. \_\_\_\_\_
4. E-mail address \_\_\_\_\_
5. How many years have you been in business in Virginia and under what names? \_\_\_\_\_  
\_\_\_\_\_
6. General Character of services provided by your firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Commonwealth of Virginia Sales Tax Registration No., if applicable: \_\_\_\_\_
8. Federal I.R.S. Identification No.: \_\_\_\_\_
9. List the places of operation:  
\_\_\_\_\_  
\_\_\_\_\_.

10. Provide a clear statement of your experience and qualifications relevant to services proposed to be provided.
11. Execute and return this Statement of Qualifications, Attachment B and Attachment C.
12. I certify that I:
  - can provide the services as outlined in this proposal,
  - will comply with the rules and regulations outlined by the U.S. Code, the Code of Virginia, the County of Floyd, and all rules and regulations of the County, the Virginia State Corporation Commission, and other applicable laws and regulations.

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COMMONWEALTH OF VIRGINIA,

CITY/COUNTY of \_\_\_\_\_, to-wit:

The foregoing Statement of Vendor Qualifications was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

My Commission expires:                    /    /

---

Notary Public

**NON-COLLUSION CERTIFICATION**

The following certifications are made:

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 offeror has not offered or received any kickback from any other offeror 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 offeror 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 or proposal is to be performed.
4. The offeror 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.
5. The offeror 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.

**The Remainder of This Page Intentionally Left Blank**

\_\_\_\_\_  
Offeror

By: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY of \_\_\_\_\_, to-wit:

The foregoing Non Collusion Certification was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

My Commission expires:            /    /

\_\_\_\_\_  
Notary Public

**Attachment E**

The undersigned submits the following proposal desiring to provide (\_\_\_\_\_) for the County.

**Authorization:**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
State, Zip

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Name (if different from above)

\_\_\_\_\_  
Contact Phone Number