

Request for Proposal



Comprehensive Zoning & Subdivision Ordinance Update

Issue Date: September 16, 2025

Due Date: October 15, 2025

**New Kent County
Community Development Department
12007 Courthouse Circle
P.O. Box 150
New Kent, Virginia 23124
(804) 966-8784**

RFP #25-2104CD

The New Kent County Community Development Department (NKCDD) is soliciting proposals from qualified firms to provide planning services in support of Comprehensive Zoning and Subdivision Ordinance updates. Signed and sealed proposals will be received until **2:00 pm (EST) on Wednesday, October 15, 2025** at the following location:

IN PERSON OR SPECIAL COURIER		U.S. POSTAL SERVICE	
New Kent County Administration Office	OR	New Kent County Administration Office	
12007 Courthouse Circle		P O Box 150	
New Kent, VA 23124		New Kent, VA 23124	

Proposal packages must be **clearly labeled** on the outside of the sealed package:

**“SEALED PROPOSAL – RFP #25-2104CD
Comprehensive Zoning & Subdivision Ordinance Update”**

It is the Offeror’s responsibility to verify that sealed proposals have been received by the County by the specified time & date. The time of receipt will be determined by the time clock stamp in the Administration Office. Proposals that are not received on time or appropriately identified will be returned to the submitting firm unopened. All proposal packages received on time and appropriately labeled will be duly recorded and publicly opened **immediately** after the submittal deadline has passed.

Proposal packages must include the original proposal, four additional written copies, and one electronic version, all marked “Comprehensive Zoning & Subdivision Ordinance Update”.

New Kent County will evaluate the received proposals and award contract to the entity deemed to be fully qualified and providing the best value. NKCDD reserves the right to **reject** any conditional proposal and will normally reject any proposal which makes it impossible to determine the intent of the proposal.

The contact for the referenced Request for Proposal is:

Joshua C. Airaghi
Director – Community Development
12007 Courthouse Circle
P.O. Box 150
New Kent, Virginia 23124
(804) 966-8784
jcairaghi@newkent-va.us

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SECTION 1 - GENERAL INFORMATION

1.1 - PURPOSE

New Kent County, Virginia, a political subdivision of the Commonwealth of Virginia, desires to engage the services of a qualified consultant to provide Comprehensive Zoning & Subdivision Ordinance (Development Ordinances) updates as further detailed in this Request for Proposal (RFP).

The proposed updates will ensure that the County's land use regulations and processes conform to the minimum requirements of the Code of Virginia and are legally defensible. Where discretionary approval is needed, the land use regulations are to be structured to afford applicants and other affected parties due process and provide the public with appropriate opportunity for participation.

This RFP is part of a competitive procurement process that allows New Kent County to obtain the best value and also provides interested Offerors a fair opportunity for their services and capabilities to be duly considered. New Kent County intends to enter into a contract with the selected Offeror.

The contents of the proposal submitted by the successful Offeror and this RFP, including all modifications made thereof, will become part of any contract awarded as a result of this solicitation.

1.2 - BACKGROUND

New Kent County is centrally located between two major MSAs, Richmond and Hampton Roads, which provides for unique and varying development challenges. Largely a rural community with a land area of 212 square miles and an estimated population of 27,000 citizens, New Kent County has experienced a dramatic increase in growth over the last decade. The County is currently the fastest growing locality in the Commonwealth of Virginia based on the University of Virginia's Weldon-Cooper Center and has been ranked as one of the Top 10 fastest growing localities in the nation.

This growth, coupled with outdated Development Ordinances, is a driving force behind the need for the Comprehensive Development Ordinance Update. New Kent County's Zoning Ordinance was originally adopted in 1967, with updates adopted throughout the 1970s and 1980s, and the last major update was completed in the early 2000s. Since that time, small amendments have been undertaken, but this has led to inconsistencies within not only other sections of the current zoning ordinance but also the subdivision ordinance.

New Kent County's Subdivision Ordinance is comprised of common subdivision types and classifications, including large-lot, parent-tract, family, major and minor subdivisions. Due to the County's growth rate, an open-space cluster subdivision allowance is required by the Code of Virginia. The open-space cluster subdivision text was amended in 2022 to change how the allowable density is calculated which resulted in this option being less desirable to developers due to a decreased cost-benefit ratio.

New Kent County desires to work with the selected Offeror to analyze and update the current Development Ordinances to better align with the community's needs, to address the current and future development landscape and land uses across the Commonwealth, and to explore various residential growth opportunities. Lastly, the County adopted a major update to the Comprehensive Plan in June 2025

and expects the results from a Housing Market Value Analysis in the Spring of 2026. Other efforts that are ongoing or underway include a consultant exploring a potential Technology Overlay District and staff keeping a living document of known inconsistencies, errors, and vague language. Staff and the selected Offeror will utilize these documents and findings to collaboratively work together to update the Development Ordinances.

1.3 - CONTRACT TERMS

The Offeror must include a proposed contract timeline in the proposal submission. The proposed timeline will be one of the evaluation factors utilized during the selection process.

1.4 - COMPETITION INTENDED

It is New Kent County's intent that this RFP permit competition. It is the Offeror's responsibility to advise the Point of Contact in writing if any language, requirement, scope of work, 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 Point of Contact no later than 12:00 PM on October 7, 2025.

1.5 - PRE-PROPOSAL MEETING/SITE VISIT

A pre-proposal meeting will not be held. Questions will be answered up to one week prior to the submittal deadline, and answers to questions received will be included as addenda to the RFP. A tour of New Kent County will be arranged as part of the contract once an Offeror is selected.

1.6 - SCOPE OF SERVICES

The New Kent County Community Development Department is seeking to partner with a qualified consultant to overhaul and update the County's current Development Ordinances. This will include creating Standard Operating Procedures, checklists for relevant applications (Zoning, Site Plan, and Subdivision) and redesigning current applications to create effortless application processes for customers.

The selected Offeror will work closely with staff to provide the following services as part of the updates:

1. Clarify, simplify, reorganize, and update the Development Ordinances to comply with State statutes, implement the objectives of the Comprehensive Plan, incorporate best practices, and ensure the regulations are logically organized and simply stated.
2. Provide illustrations where appropriate, particularly if the regulations require a particular layout, signature block, design, etc.
3. Develop a detailed timeline schedule with milestones leading to the adoption of the updated Development Ordinances.
4. Identify appropriate stakeholder groups who may provide their insight and expertise on a variety of topics relating to various zoning districts.
5. Develop an appropriate community outreach program, in conjunction with County staff, which may include preparation of materials for handouts and posting on the County's website. The intent is to have a strong, collaborative process between staff, Planning Commission, and Board of Supervisors, and to provide strategic, transparent updates to the community at defined milestones.
6. Following completion of the public draft of the updates, attend, present, and participate in community outreach meetings to review changes introduced by the updated Development Ordinances. These opportunities should be used to highlight the proposed format, summarize proposed regulations and

land use processes, explain what factors shaped the changes, and identify alternatives considered in the development of the updates.

7. Following the community outreach meetings, attend, present, and participate in additional sessions with the Planning Commission and Board of Supervisors.
8. Participate in public hearing processes.
9. Upon adoption of the final updates, prepare a final adopted version with the date of adoption prominently displayed on the front cover and throughout the document. Provide the required number of bound copies and electronic copies to the County.

Utilizing the newly adopted Development Ordinances, the consultant, in conjunction with staff, will create checklists to include:

- By-right development processes
- Commercial and residential site plan requirements
- Major and minor subdivision plat requirements
- Preliminary plat requirements
- Conditional Use Permits
- Rezoning applications
- Flow Charts to navigate the processes stated above

1.7 - QUALIFICATION REQUIREMENTS

Qualification requirements for the project include, but are not limited to the following:

- A. Thorough and extensive experience in local government land use ordinances.
- B. Thorough and extensive experience in reviewing and preparing Zoning and Subdivision Ordinances, including updates and revisions.
- C. Thorough and extensive experience with community outreach relating to land use ordinances.
- D. Familiarity with the Code of Virginia.
- E. Proximity and availability to New Kent County.
- F. Familiarity with the approval processes of the New Kent County Planning Commission and Board of Supervisors.

All individuals/firms submitting proposals must be authorized as required by law to transact business in the Commonwealth. The Offeror's State Corporation Commission number must be noted on **Attachment E** of this RFP and included with the proposal submission. Proposals submitted without proof of this number or without a noted exemption from the State requirement will be rejected. All State Corporation Commission numbers will be confirmed prior to proposal distribution.

1.8 - PROJECT SCHEDULE

The Offeror must include a proposed contract timeline in the proposal submission, as it will be one of the evaluation factors. Once an Offeror is selected, the final agreed upon project schedule will be incorporated into the Contract. Failure to provide a project schedule will result in rejection of the proposal.

1.9 - QUESTIONS

Questions concerning general and/or technical details of the work, or this RFP, must be submitted in writing (email, fax, USPS, or delivery service) to:

Joshua C. Airaghi – Community Development Director
12007 Courthouse Circle
P.O. Box 150
New Kent, VA 23124
(804) 966-8784
Fax: (804) 966-8531
jcairaghi@newkent-va.us

Potential Offerors are required to submit any and all questions in writing directly to the designated New Kent County contact at the address referenced above no later than 12:00 pm on October 7, 2025. Written responses, including the questions, will be provided to all Offerors via an official Addendum. Questions may be sent by fax or email.

1.10 - FACILITY CLOSURE

Due to inclement weather, or other emergency conditions, New Kent County may temporarily close its Administration facility. If proposals are due on a day that the facility is closed, proposals will be considered due at the same time on the next business day the facility is open to the public. During inclement weather, facility closures are posted on the web at <https://www.newkent-va.us/> or call (804) 966-9683.

1.11 - CONTRACTUAL DISPUTES

The Contractor must give written notice to the Community Development Director of intent to file a claim for money or other relief within 10 calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, must be submitted to the Community Development Director by US Mail, courier, or overnight delivery service, no later than 60 days after final payment. The Contractor must submit its invoice for final payment within 30 days after completion of the Contract. If the claim is not disposed of by agreement, the Community Development Director will deliver their decision in writing by US Mail, courier, or overnight delivery service to the Contractor within 30 days of receipt of the claim.

The Community Development Director's decision will be final unless the Contractor appeals within 30 days by submitting a written letter of appeal to the New Kent County Administrator, or his designee. The County Administrator will render a decision within 60 days of receipt of the appeal.

1.12 - SEVERABILITY

In the event that any provision is adjudged or decreed to be invalid, such ruling will not invalidate the entire Contract (Agreement) but will pertain only to the provision in question and the remaining provision will continue to be valid, binding, and in full force and effect.

1.13 - EMERGENCY ORDER

In the event of an emergency, New Kent County reserves the right to order the contracted services or supplies from other sources which could provide a faster delivery time.

SECTION 2 - PROPOSAL REQUIREMENTS

All information requested and the requirements of this RFP must be supplied in writing in order for New Kent County to consider the proposal complete.

2.1 - EFFECT OF PROPOSAL SUBMISSION

Submission of a proposal will constitute an agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any agreement negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions".

By submitting a proposal, the Offeror agrees that it is satisfied from its own investigation of the conditions and requirement to be met, that it fully understands its obligation, and that it will not make any claim for, or have a right to, cancellation of or relief from the contract because of any misunderstanding or lack of information.

2.2 - DUE DATE AND COPIES RETURNED

Proposals will be received until 2:00 pm (EST) local prevailing time, as per the Official Purchasing Timeclock, on October 15, 2025. Proposals must be received by the New Kent County Administration Office prior to, or by the date/time noted above. New Kent County will not accept proposals after that date and time. Proposals received in the Administration Office after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror.

It is the Offeror's responsibility to ensure the proposal has been received by the Administration Office on or before the deadline published above. New Kent County is not responsible for delays in the Postal Service or other methods of delivery.

Offerors must submit a total of five copies of their technical proposals with one marked "Original". Each copy of the proposal must be bound or contained in a single volume where practical. Offerors will deliver sealed proposals to:

New Kent County Administration Office
12007 Courthouse Circle
P.O. Box 150
New Kent, VA 23124

No other proposal distributions by the Offeror will be permitted.

2.3 - CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Va. Code § 2.2-3100 *et. seq.*, also known as the Virginia Conflicts of Interest Act. No member of the New Kent County Board of Supervisors, New Kent County Economic Development Authority, or any other employee of New Kent County, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a sub-contractor in connection with any bid or proposal, or have a personal interest therein as defined by the Virginia Code.

2.4 - COLLUSION

All submitted proposals must be made without collusion or fraud. This includes a prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements. Collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards.

2.5 - OWNERSHIP

New Kent County requires all Offerors submitting proposals to indicate their form of organization and current principal place of business.

2.6 - CONFIDENTIALITY

Proprietary information that is submitted must be clearly identified as such at the time of submission (The Virginia Freedom of Information Act – FOIA – Va. Code § 2.2-3700 *et. seq.*). Offerors must invoke this protection by written request, and identify the specific area or scope of data or other materials to be protected and state the reasons why protection is needed. Proprietary information, if any, must be clearly identified as such within the submittal and should be easily segregated from other portions of the proposal; pricing and other material portions of the proposal will not be considered proprietary. The entire proposal cannot be protected, only that information that is considered proprietary or trade secrets. See **Attachment D** for Proprietary/Confidential Information Summary Form.

2.7 - STATEMENT OF QUALIFICATIONS SUBMITTAL CONTENTS

Offerors must submit five copies of their Proposal (Statements of Interest and Qualifications with one marked “Original”). Proposals should be as thorough and detailed as possible so that New Kent County may properly evaluate the Offeror’s capabilities to provide the required services. Proposals must be submitted on 8-1/2” x 11” paper and prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. Information that should be included in the proposal includes:

1. Project Team Overview: The overview must include a description of the personnel and consultant(s), if any, to be assigned to the project, their duties and the office location of personnel and consultants. The project team overview must indicate the office location where management of the project will occur and the location from which the majority of the staff resources will be provided.
2. Resumes must be provided for key personnel for the Offeror and the consultant(s) to be assigned to the project. A maximum of one page per individual resume.
3. A project team organizational chart must be included and indicate the project manager.
4. Include a description of the firm’s capabilities and any other consultant’s capabilities. The description of capabilities is limited to a maximum of three pages.
5. Provide recent relevant projects performed by the individuals who will be assigned to work on this project, with project locations, and original and final costs. Include the names, titles, and phone numbers of contact persons. Include at least four municipal references.
6. Demonstrate capacity to effectively control project costs and accomplish work in a timely manner. Describe the organizational structure and project approach that will be used to manage and design projects.

The proposal content must not exceed 40 pages (front and back), including the cover letter. Proposals in excess of 40 pages (section dividers will not count towards the page limit) will be deemed non-responsive and will not be reviewed.

A letter from each proposed sub-consultant committing to work on the project team must also be submitted with the proposal. These letters will not count towards the 40-page limit.

All proposals must be signed by an officer or employee authorized to bind the firm contractually.

2.8 - PROPOSAL FORMAT INSTRUCTIONS

New Kent County is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of the format identified below. Proposals that do not meet the submittal guidelines listed below may be excluded from the evaluation process.

New Kent County will utilize the evaluation process and selection criteria described in Section 3.5 of this RFP. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal should contain the following elements organized into separate chapters and sections:

A. Cover Letter

The cover letter will confirm the Offeror's understanding of this RFP and that the Offeror has a general understanding of the work. The cover letter must also clearly identify the project.

B. Project Team Qualifications

This section must include the qualifications of the staff the Offeror will assign to this project once selected. At a minimum, the proposal must:

- Designate a project manager and indicate their office location.
- Include the organization, functional discipline, and responsibilities of project team members.
- Provide a complete resume or description of each team member's education, professional experience, length of time employed, and office location.

The personnel named in the proposal must remain assigned to the project throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of New Kent County.

The Offeror must clearly state if it is proposing to subcontract any of the work herein. The names of the subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance. The Offeror must state the amount of previous work experience with the subcontractor(s).

C. Offeror's Experience and Capabilities

The purpose of this section is to provide New Kent County with an overview of the Offeror's firm and also demonstrate the qualifications of the staff to be assigned to this work, if selected. At a minimum, the proposal will discuss the history of the firm's prior experience providing similar services, discuss any work currently being performed that is similar in scope and size to the

services requested by this RFP, and the optional services and capabilities declared above. The Offeror should:

- Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
- Outline and briefly discuss the Scope of Services provided and the approximate percentage of the total business devoted to the type of services requested by this RFP.
- Provide a list of projects that comprise the type of projects anticipated by the Scope of Services.
- Describe the Offeror's local office experience with similar projects.
- Describe any local office(s) that will service New Kent County including size, area covered, and principal contact person.
- Describe detailed information regarding change orders or recent projects.
- Describe the documentation, tracking, and reporting systems used on similar projects.
- Describe the program for quality control.

The Offeror should also specify, in a similar manner with reference, the qualifications of any subcontractors to be used in this proposed project. Provide information regarding previous work experience with New Kent County.

New Kent County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of New Kent County, the County reserves the right to reject the proposal.

D. Project Management Approach

Provide a detailed description of how the firm intends to provide and meet the requirements contained in this RFP. The Offeror must demonstrate how the necessary resources will be allocated and managed to complete the work within the agreed upon schedule. The Offeror may also discuss potential alternatives applicable to the work.

E. Control Project Cost

The Offeror must demonstrate its capacity to effectively control project costs and accomplish work expeditiously and to provide services that are responsive to the client's needs, particularly in relation to quality assurance and interdisciplinary coordination.

F. Representative Projects

This section of the Offeror's proposal should:

- List or describe representative clients currently served, both nationally and by the local office focusing on clients similar in size and complexity to New Kent County.
- Provide the current name, address, and telephone number of at least four specific references (preferably local government) the company has served either currently or in the past three years; preferably those where one or more of the project team members provided the same or similar services as requested herein.

Each reference should indicate the Scope of Services provided to each referenced client.

G. Certificates and Forms

The Offeror should provide a Certificate to Conduct Business in the Commonwealth (if applicable) and a completed IRS Form W9.

H. Attachments

Attachments C through E must be included in the proposal.

SECTION 3 - SELECTION OF CONTRACTOR

This section of the RFP outlines New Kent County's process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

3.1 - APPROVAL AUTHORITY

The approving authority for this RFP is New Kent County, Virginia.

3.2 - SELECTION COMMITTEE

New Kent County will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of an Offeror to the New Kent County Board of Supervisors.

3.3 - INTERVIEW

Based on the results of the proposal evaluation by the Selection Committee, two or more Offerors may be invited by the New Kent County Community Development Department to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Offeror. There is no specified number of Offerors that may be selected for interview. Interviews will be conducted in a location selected by New Kent County as provided by law.

Presentations by the selected Offerors during the interviews will not exceed 45 minutes in length, followed by a question/answer period not to exceed 30 minutes in length. The selected Offerors may use any presentation method deemed by the Offeror to be most effective.

3.4 - BASIS FOR AWARD

The Selection Committee will base its award recommendation on the "Evaluation Criteria" set forth in this RFP. The Award will be made to the responsible Offeror whose proposal, interview, and resulting contract conforms to this solicitation and is most advantageous to New Kent County. If the County is unable to come to an agreement with the highest ranked Offeror during negotiations, the negotiations will be terminated and the Offeror ranked second will be selected for negotiations. This process will continue until a contract satisfactory to New Kent County can be made.

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

3.5 - EVALUATION CRITERIA

The Selection Committee will base its initial and final evaluation on the following criteria:

Maximum Points	Criteria
35	Offeror's qualification and experience
35	Project understanding and proposed approach
20	Representative projects and references
10	Price and completion timeline

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work. The Selection Committee may arrange for discussion with Offerors submitting proposals, if required, for the purpose of obtaining additional information or clarification and reserves the right to inspect the Offeror's physical premises prior to making a final selection.

3.6 - OWNERSHIP OF DOCUMENTS

The Offeror will provide New Kent County with documents bound and suitable for distribution. In addition, all electronic copies of documents must be provided in a format compatible with New Kent County's word processing and PDF software.

All documents, including computer disks, submitted in response to this solicitation will become the property of New Kent County. All documents prepared in conjunction with, and relating to, the work detailed in this solicitation and resulting contract will become the property of New Kent County upon final payment of all fees to the Contractor as set forth in the contract.

3.7 - PRIME CONTRACTOR

The Successful Offeror (Contractor) will assume full responsibility for the complete effort as required by this RFP. The selected Offeror will be the sole point of contact for New Kent County with regard to all contractual responsibilities.

3.8 - CONTRACT DEVELOPMENT

New Kent County will use the competitive negotiations process in selecting the Offeror to provide the services. Once an Offeror is tentatively selected based on the "Evaluation Criteria" detailed in this solicitation, New Kent County reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, New Kent County may propose, in writing, a contract that amends the scope of the RFP or the Offeror's proposal prior to signing the contract. At the same time, this RFP and the Offeror's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, any addenda, and the Offeror's proposal submission in response thereto will constitute the whole agreement between the parties.

If a satisfactory proposed contract cannot be negotiated with the highest ranked Offeror, negotiations will be terminated. Negotiations will then be undertaken with the Offeror rated second most qualified and so on until an agreement is reached with an Offeror.

3.9 - STANDARD CONTRACT FOR NON-PROFESSIONAL SERVICES

Absent legal requirements, the award will be governed by the General Contract Terms and Conditions found in **Attachment A**.

3.10 - NOTICE TO PROCEED/PURCHASE ORDER

A Notice to Proceed will be enclosed with the resulting contract.

A purchase order may or may not be enclosed with the resulting contract or may or may not be issued shortly thereafter. If issued, the purchase order will form an integral part of the resulting contract. The purchase order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals. Funding has been appropriated for Fiscal Year 2025-2026.

However, the purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the Contract and any modification thereto.

3.11 - ACCEPTANCE, INVOICING, AND PAYMENT

Tasks and all reports will be conducted and completed in accordance with recognized and customarily accepted industry practices and will be considered complete when the service is approved as acceptable by New Kent County.

The Contractor must submit invoices detailing the services performed and completed to New Kent County. The invoice submittal must provide sufficient information to justify the invoiced amount. Invoices that, in New Kent County's sole opinion, do not clearly detail services provided and completed will be returned to the Contractor. The Contractor's invoice must cite the appropriate New Kent County purchase order and contract numbers.

New Kent County will make payment to the Contractor, net 45 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services as verified by New Kent County.

Attachment A

GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

It is understood and agreed that the contract resulting from this procurement ("Contract") will be subject to annual appropriations by the New Kent County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract will be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "contractor") will not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Administration office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable.
4. Notice of award or intent to award will be posted on the County's website.

C. Collusion

By submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror must submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment will be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and performed in New Kent County, Virginia, and will be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its

performance will be litigated only in the New Kent County General District Court or the Circuit Court of New Kent County, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror will provide a plan to correct said default within 20 calendar days of the County's notice of default.
2. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror will be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Discussion of Exceptions to the RFP

This RFP, including but not limited to its venue, termination, and payment schedule provisions, will be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. **Therefore, Offerors will explicitly identify any exception to any provisions of the RFP in a separate "Exceptions to RFP" section of the proposal so that such exceptions may be resolved before execution of the Contract.** In case of any conflict between the RFP and any other Contract documents, the RFP will control unless the Contract documents explicitly provide otherwise.

H. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)

1. During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*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 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.

I. Employment Discrimination by Contractor Prohibited

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

J. Employment of Unauthorized Aliens Prohibited

Any contract that results from this RFP must include the following language: "As required by Virginia Code §2.2-4311.1, the contractor does not, and will not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

K. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless New Kent County, the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

L. Insurance Requirements

The Successful Offeror will maintain insurance to protect itself and New Kent and New Kent's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance must conform to the Insurance Specifications. (**Attachment B**)

M. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

N. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees will comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror must ensure that its employees will observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror will cooperate with New Kent officials in performing the Contract work so that interference with normal operations will be held to a minimum.
4. The Successful Offeror must be an independent contractor and will not be an employee of the County.

O. Ownership of Deliverable and Related Products

1. The County will have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so.

To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This does not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

P. Record Retention and Audits

1. The Successful Offeror must retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this RFP. Such records will include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract

amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records will be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this RFP. Files would be available on demand and without notice during normal working hours.

Q. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions will nevertheless remain in effect.

R. Small, Women-Owned and Minority-Owned (SWAM) Businesses

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and RFPs.

All solicitations are posted on the County's Internet site:

<http://va-newkentcounty.civicplus.com/bids.aspx>

S. Subcontracts

No portion of the work will be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the Contract, the Successful Offeror must furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror will, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and must assure compliance with all the requirements of the Contract.

T. Taxes

1. The Successful Offeror must pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes will not be in addition to the Contract price between New Kent and the Successful Offeror, as the taxes will be solely an obligation of the Successful Offeror and not of New Kent, and New Kent will be held harmless for same by the Successful Offeror.
2. New Kent is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

U. Termination of Contract

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

V. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The County emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Successful Offeror will be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror will immediately communicate any environmental concerns or incidents to the appropriate County staff.

W. Safety

1. The Successful Offeror must comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror will provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site will have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and must have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.

3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror will immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

X. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. (**Attachment D**) Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information will not receive an award unless a waiver is granted by the County Administrator.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
5. Any business entity described in subsection 1 that enters into a contract with a public body will not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract.

Y. Payment Clauses Required by Va. Code § 2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror will take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (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 that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation must provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor must provide his/her social security numbers to the County.

3. The Successful Offeror must pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest will accrue at the rate of one percent per month.
5. The Successful Offeror must include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 will not be construed to be an obligation of the County. A Contract modification will not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim will not include any amount for reimbursement for the interest charge.

ATTACHMENT B

INSURANCE SPECIFICATIONS

The Successful Offeror must carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and will deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate must show New Kent County named as an additional insured for the Commercial General Liability coverage. The coverage must be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the insurer must agree to give the County 30 days' notice of its decision to cancel coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee

\$100,000 for each Disease by employee

\$500,000 policy limit by Disease

Commercial General Liability - Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement

\$2,000,000 General Aggregate (other than Products/Completed Operations)

\$2,000,000 General Liability-Products/Completed Operations

\$1,000,000 Personal and Advertising injury

\$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage, unless given the scope of the work this requirement is waived by Risk Management.

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

NOTE 1: The commercial general liability insurance must include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Vendor's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$3,000,000 per occurrence. This insurance will apply as primary and non-contributory with respect to any other insurance or self-insurance programs afforded New Kent County. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three

or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

ATTACHMENT C
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

ATTACHMENT D

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF FIRM/OFFEROR: _____

Trade secrets or proprietary information submitted by an Offeror will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted must be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT E

VIRGINIA STATE CORPORATION COMMISSION (SCC)

REGISTRATION INFORMATION

The Bidder or Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's/Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: ☐