



REQUEST FOR PROPOSALS

General Archaeological Services

**RFP No: 20-014-CJ
Date: March 25, 2020
County of Gloucester**

**** Note Change of Address****

**Central Purchasing Office
6489 Main Street – 3rd Floor**

Gloucester, VA 23061

Phone: (804) 693-6235 Fax: (804) 693-0061

Sealed proposals, subject to the terms and conditions contained herein, will be received at the above office of Central Purchasing, 3rd Floor, 6489 Main Street, Gloucester, Virginia, 23061, through the due date and hour shown below (local prevailing time), for furnishing the following described materials, and/or services, for delivery and/or performance F.O.B. GLOUCESTER COUNTY, VIRGINIA.

Scope of Services: To establish a multi-term agreement to provide on-call retainer Contracts for Archaeological Services. Archaeological work on an as needed basis to include but not limited to shovel testing, ground penetrating radar, survey work, archaeological monitoring and excavations. The resulting agreement shall be non-exclusive, and the services provided shall be on an on-call basis with no guarantee of work. The County reserves the right to make multiple awards from this solicitation and the use of the contracted firms shall be at the sole discretion of the county.

Proposals Due: April 15, 2020 at 4:00 p.m.

Contract Officer:

Christine Joyce, CPPB, VCA, Senior Buyer

ONE ORIGINAL AND THREE COPIES OF YOUR SUBMITTAL IS REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the materials requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Company Name _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____ E-mail: _____

Business License No. _____ Jurisdiction: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

NOTICES

Copies of the Proposal Documents may be obtained at the Central Purchasing Office located in County Office Building No. 2, 6489 Main Street, Gloucester, Virginia, at no charge. You may also download this bid at www.gloucesterva.info/purch on the Central Purchasing website.

Inquiries regarding this solicitation are to be directed to Christine Joyce, CPPB, VCA, Senior Buyer, at cjoyce@gloucesterva.info

TERMS AND CONDITIONS

1. **Governing Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and ordinances of the County of Gloucester, Virginia. Any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
2. **Anti-Discrimination:** By submitting their proposals, offerors certify 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 § 2.2-4311 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 recipient's 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 (§ 2.2-4343.1E, *Code of Virginia*). In every contract over \$10,000 the provisions in "a" and "b" below apply:
 - a. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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.
 2. 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.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - b. The Contractor will include the provisions of "1" above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub contractor or vendor.
3. **Ethics in Public Contracting:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub contractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
4. **Immigration Reform And Control Act Of 1986:** By submitting their proposal, offerors certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).
5. **Debarment Status:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
6. **Antitrust:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County of Gloucester all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Gloucester under said contract.
7. **Mandatory Use of County Forms and Terms and Conditions:** Failure to submit an offer on the County document may be a cause for rejection. Modification of or additions to any portion of the solicitation may be cause for rejection of the offer; however, the Purchasing Agent reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject the submittal or find it as nonresponsive. As a precondition of acceptance, the Purchasing Agent may, in his/her sole discretion, request the offeror withdraw or modify nonresponsive portions of their submittal that do not affect quality, quantity, price, or delivery.
8. **Clarification of Terms/Addenda:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any

revisions to the solicitation will be made only by addendum issued by the buyer and posted on the public posting board in Central Purchasing. Addendums may also be on the Central Purchasing website at <http://gloucesterva.info/CentralPurchasing>. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer.

9. **Payment:** A. Payment terms shall be Net 45 days unless otherwise stated by the offeror on this solicitation. Alternative terms may be offered by the offeror for prompt payment of bills. B. Payment terms may be considered in determining the most advantageous offer. C. Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest. D. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. E. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).
10. **Method of Payment:** The bidder will be paid on the basis of the invoice submitted to the Gloucester County Finance Department after delivery and acceptance by the designated School and/or County representative. To expedite disbursements to the Contractor, **all payments will be made through a purchase charge card, with no additional fees applied** established by the County unless the County elects to pay the Contractor in a different manner. The submission of a proposal indicates the Contractor's acceptance of this payment method. All payments will be made in accordance with the Code of Virginia's Prompt Payment provisions. *Code of Virginia §2.2-4347 & 2.2-4352*.
11. **Drug Free Workplace:** 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. 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, 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.
12. **Availability of Funds:** It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 *Code of Virginia*.
13. **Precedence of Terms:** The General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
14. **Use of Brand Names:** Unless qualified by the provision "NO SUBSTITUTE, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring an offer nonresponsive. Unless the offeror clearly indicates that the item offered is an equal item, such offer will be considered to offer the desired brand name product.
15. **Identification of Proposal Envelope:** The signed proposal should be returned in an envelope or package, sealed and identified with the Offeror's Name, Solicitation Number and Due Date and Time. Prices or changes shown on the outside of an envelope is not acceptable and will not be considered.
16. **Late Proposals:** To be considered for selection, proposals must be received by Central Purchasing (or designated issuing office) by the designated date and hour. The official time used for the receipt of proposals is that time on the automated stamp machine in the Central Purchasing Office. Proposals received in Central Purchasing after the date and hour designated are non-responsive and will not be considered. The County/School Board is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or any inter-departmental mail distribution. It is the sole responsibility of the offeror to ensure that its proposal reaches Central Purchasing by the designated date and hour. If the County is closed for business at the time scheduled for a sealed bid opening, the bids will be accepted and opened on the next business day of the County, at the originally scheduled hour.
17. **Qualification of Offerors:** The Purchasing Agent may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Purchasing Agent all such information and data for this purpose as may be requested. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Purchasing Agent further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Purchasing Agent that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
18. **Additional Information:** The County reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Purchasing Agent deems desirable. By submitting their offers, offerors certify they understand

these prohibitions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of these prohibitions are breach of contract and can result in default action being taken by the County.

19. Samples of Items: If requested, samples of items shall be furnished by the offeror without charge. Upon request, within sixty (60) days after the receipt of offers, the samples may be returned at the offeror's expense; otherwise the samples may be destroyed or consumed.
20. Delivery, Transportation and Packaging: Except when otherwise specified herein, all items shall be **F.O.B. Destination** to any point within the County of Gloucester, Virginia as directed by the ordering department. By submitting their bids, all offerors certify and warrant that the price offered for F.O.B. Destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers should be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
21. Evaluation and Award: Proposals will be awarded based on the criteria so stated in the Request for Proposal. In case of arithmetical errors, the unit price shall govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The Purchasing Agent reserves the right to reject any and all proposals in whole or in part, to waive any informality, and to delete items prior to making an award. ref. § 2.2-4319 and § 2.2-4359, *Code of Virginia*. Offerors agree that decisions of the Purchasing Agent are final, and shall hold harmless the County, its departments, directors, employees, and consultants, others involved in solicitation and selection, and the successful provider. The submission of a bid/proposal indicates acceptance of this condition.
22. Award Notices: Awards or Decision's to Award shall be posted on the public posting board in Central Purchasing, ref. § 22-60, *Code of the County of Gloucester, Virginia*. It may also be posted at: <http://gloucesterva.info/CentralPurchasing>.
23. Protest of Award or Decision to Award: Any Offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days by instituting legal action as provided in § 22-60, *Code of the County of Gloucester, Virginia*.
24. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
25. Modification of Contract: Per § 22-14, *Code of the County of Gloucester, Virginia*, no contract or purchase order may be modified or changed by amendment, change order, or any other agreement without the prior approval of the Purchasing Agent or designee unless (i) such modification, in the aggregate, do not increase the amount of the contract by more than twenty-five (25) percent r the original amount of the contract or fifty thousand dollars (\$50,000), whichever is greater, (ii) such changes are the result of unforeseen circumstances or changed conditions encountered during the progress of the performance of the contract, and (iii) such changes are directly related to the performance of the contract. Extensions of time to perform a contract may be granted without prior approval of the Purchasing Agent or designee provided such extensions involve no increase in cost to the County. In no event shall the aggregate of all modifications increase the cost of the Contract beyond the appropriated project amount.
26. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Purchasing Agent, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
27. Taxes, Fees and Surcharges: Sales to Gloucester County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The County's Excise Tax Exemption Registration Number is **54-6001312** and the School/ **54-6001313**. Additionally, no additional fees or surcharges may be passed to the County. This includes, but is not limited to any type of fuel surcharge.
28. Cancellation of Contract: The Purchasing Agent reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. Contractors may request cancellation of their contract, upon 90 days written notice to the County. The Contractor shall be responsible for delivering their goods or services during this period at the contracted price.
29. Contractual Disputes: In accordance with § 22-63, *Code of the County of Gloucester, Virginia*, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Agent. The Purchasing Agent shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Agent's decision to the County Administrator, whom shall render a final decision within forty-five (45) days.
30. County Business License: If applicable, the Contractor shall pay for and obtain a County Business License before commencing work. All sub-contractors doing over \$25,000 in work shall likewise obtain a business license before commencing work. All Contractors must be licensed to

do business within the Commonwealth of Virginia, as required by the *Code of Virginia* § 54.1-1100 thru 1117, 58.1-3714 thru 15, 58.1-3703.1 and *Code of the County of Gloucester, Virginia*, Chapter 5, Article V § 5.6, 5.7 thru 5.73, Chapter 10, Article I § 10-8.

31. **Ordering Option:** The County of Gloucester may, during the first 180 days after this contract is awarded, with the concurrence of the Contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract, unless approved by the Purchasing Agent.
32. **Indemnification:** Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
33. **Insurance:** By signing and submitting a quotation under this solicitation, the bidder certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded. For construction contracts, if any subContractors are involved, the subContractor will have workers' compensation insurance in accordance with § 2.2-4332 and § 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the Contractor and any subContractors will maintain these insurance coverage(s) during the entire term of the contract and that all insurance coverage(s) will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Bidder shall provide a Certificate of Insurance naming the Gloucester County as an Additional Insured at the bidder's expense. Note: Actual limits and aggregates may be increased or decreased for specific projects during negotiation, or as the Purchasing Agent assesses the amount of risk.

Minimum Insurance Coverage(s) and Limits Required for most Contracts:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Gloucester must be named as an additional insured and so endorsed on the policy.
- d. Automobile Liability - \$1,000,000 – per occurrence. (If motor vehicle is to be used in the contract.)
- e. Construction – All Risk Builders Risk Property insurance on the completed value of all such work, with exclusions for design or defects removed by policy endorsement.

SPECIAL TERMS AND CONDITIONS

1. **Independent Contractor:** The Contractor shall not be an employee of Gloucester County, but shall be an independent Contractor. Nothing in this agreement shall be construed as authority for the Contractor to make commitments, which shall bind Gloucester County or to otherwise act on behalf of Gloucester County, except as Gloucester County may expressly authorize in writing.
2. **Supremacy Clause:** Notwithstanding any provision in the offeror's response to the contrary, the offeror agrees that the terms and conditions contained in the County's Proposal shall prevail over contrary terms and/or conditions contained in the offeror's response.
3. **Final Decision:** The offeror agrees that the decisions of the Board of Supervisors/Gloucester County School Board and/or its designee (the Purchasing Agent) is final and shall hold the County/School Board, their directors, employees, consultants and those involved in this solicitation and selection, and the successful vendor(s) harmless. The submission of a proposal indicates adherence to these conditions.
4. **Questions:** Questions about the proposal are to be submitted in writing, referencing the proposal number, to the Purchasing Agent listed on the front cover page of the solicitation. Request for additional information or interpretations on instructions may also be addressed. Central Purchasing urges interested vendors to communicate concerns during the response period to avoid misunderstandings. Questions received less than five (5) business days prior to the proposal due date may not be answered. Questions may be answered by written addenda. All addenda issued by Central Purchasing shall become part of the specification and may be made part of the contract documents. Addenda will be distributed to all that are known to Central Purchasing to have received a complete set of solicitation documents. Addenda will also be posted on the Central Purchasing public bulletin board and may also be at www.gloucesterva.info/purch.htm. No addenda will be issued later than three (3) days prior to the solicitation due date, except an addendum cancelling or postponing a solicitation may be issued at any time prior to the receipt of offers. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer and acknowledged them in their proposal response.
5. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
6. **Work Site Damages:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense. Further, the Contractor acknowledges that it is their sole responsibility to safeguard

all worksite materials from loss, theft or vandalism during the performance of the Contract.

7. Criminal Background Check:

- (a) In order to determine whether, in the interest of public welfare and safety, an employee of a Contractor contracting with any County agency and each applicant for County volunteer service may be disqualified from such employment or service by reason of a criminal record, the County Administrator or designee (in this case the Purchasing Agent is the designee), who must be a County employee, may require the Contractor's employee or volunteer to provide personal descriptive information and to submit to a criminal background check. The Contractor contracting with any County agency shall pay the cost of the criminal records check. The volunteer will not be required to pay the cost of the criminal records check.
- (b) The County Administrator or designee, who must be a County employee, shall require that a criminal background check be conducted on an employee of a Contractor contracting with any a County agency and applicants for County volunteer service where the anticipated duties or responsibilities of the employee or volunteer will involve (i) unsupervised access to public records or to personal information as defined in § 2.2-3801 of the *Code of Virginia*; (ii) accountability for public funds in excess of \$2,500.00; (iii) unsupervised access to County supplies; (iv) entry into secured areas outside of working hours without a County employee; (v) right of entry onto private property without a County employee; or (vi) proximity to children, the elderly or disabled on a one-on-one basis with minimal supervision.
- (c) The County Administrator or designee may require a Contractor's employee or volunteer whose duties do not fall within the duties enumerated in section (b) to submit to a criminal background check in the interest of protecting the public safety where there is reasonable cause to believe the Contractor's employee or volunteer is not suitable for such employment or service or for other unique employment or volunteer service.
- (d) The criminal history record information regarding such Contractor's employee or volunteer may be obtained through the Central Criminal Records Exchange or other appropriate qualified private source and may include the following: Employment records/Employee references; criminal background records/information; criminal background check/fingerprint; driver's license check; automobile insurance check; Social Services central registry check; training/experience check; personal references and addresses.
- (e) As a condition of awarding a contract for the requested services that require the Contractor or his employees to have direct contact with students or perform any work on school property, the Contractor is required to provide certification to Gloucester County Public Schools that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child (§ 22.1-296.1, *Code of Virginia*).
- (f) The criminal history record information provided in accordance with this section shall be used solely to assess eligibility for employment as a Contractor's employee or volunteer service and shall not be disseminated to any person not involved in the assessment process. If a Contractor's employee or volunteer is denied employment or service because of information appearing in his or her criminal record history, the County Administrator or designee shall notify the Contractor or volunteer that information from the Virginia Central Criminal Records Exchange or other appropriate qualified private source contributed to such denial.

8. Renewal of Contract: The resulting Contract(s) from this solicitation shall be for a period of one (1) year beginning from the date of award. The County reserves the sole right to renew the Contract, thereafter, for four (4) additional one (1) year periods under the terms and conditions of the original Contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Notice of the County's intention to renew the Contract may be given prior to the expiration date of each period, however, the Contractor's performance in any renewal or extension period without notice from the County will constitute acceptance of an additional Contract period.

- A. If the County elects to exercise the option to renew the Contract for an additional one (1) year period, the price(s) for the additional term shall not exceed the price(s) of the original Contract increased/decreased by no more than the percentage increase/decrease of the CPI-W US City Average all items (NSA) not seasonally adjusted, of the Consumer Price Index of the United States Bureau of Labor Statistics for the CPI Latest Numbers.
- B. If, during any subsequent renewal periods, the County elects to exercise the option to renew the Contract, the price(s) for the subsequent renewal period shall not exceed the price(s) of the original Contract increased/decreased by no more than the percentage increase/decrease of the CPI-W US City Average all items (NSA) not seasonally adjusted, of the Consumer Price Index of the United States Bureau of Labor Statistics for the CPI Latest Numbers.

9. Supremacy Clause: Notwithstanding any provision in the offeror's response to the contrary, the offeror agrees that the terms and conditions contained in the County's Proposal shall prevail over contrary terms and/or conditions contained in the offeror's response.

SCOPE OF SERVICES

The County of Gloucester seeks expressions of interest and qualifications from a professional Archaeological firm. All services requested under the resulting agreement(s) will be promulgated on an as needed basis. Such services may include but are not limited to shovel testing, ground penetrating radar, survey work, archaeological monitoring of a previously investigated site, and excavations. It is the intent of the County to award services for a period of one (1) year with an option to renew the contracts on an annual basis for up to four (4) additional years as deemed in the best interest of the County.

An annual contract shall not guarantee the successful consultant of a specified dollar value of work of limit the County's right to seek proposals and award other General Archaeological contracts to consultants other than the selected firm for each annual services contract. The County reserves the right to make multiple awards from this solicitation and/or utilize other providers for General Archaeological services.

Services requested from the provider will be based on project specific requirements and fees that are negotiated in accordance with a fee schedule to be submitted and approved by the County at the initiation of the contract. The fee schedule shall detail rates for the various archaeological activities which shall remain in effect for the initial term of the contract. Fee schedules for optional contract terms may be adjusted per the price escalation/de-escalation clause included in this solicitation.

The County shall advise the consultant of the need for services and shall furnish details of the project for which services are being solicited. The consultant shall consult with the County on the specific archaeological services desired and using sound judgement make recommendations for the proposed scope of work. The providers shall also include a detailed fee for services using rates established in the approved fee schedule along with a schedule for completing the services.

SUBMITTAL REQUIREMENTS

Offerors are to submit a comprehensive and concise package that is bound in one volume that includes their detailed qualifications. Brevity and clarity are highly desired in an offeror's response with a desired limit of no more than twelve (12) pages, irrespective of the RFP cover sheet. Offerors must submit, at minimum, the following:

- Description of the firm and statement of qualifications. Supporting documentation relative to the firm's experience.
- Names, qualifications, and an example of the ranges of direct salaries and billing rates for similar services of personnel that were assigned to comparable past projects with other clients.
- References for other annual archaeological contracts held by the consulting firm, if applicable. If no other similar contracts held, include references for like work.
- Description of the firm's ability to respond to work requests in a timely manner.
- Three (3) copies of the firm's proposal and one (1) original to be furnished.

EVALUATION CRITERIA

Proposals will be evaluated according to the established evaluation criteria. The County will initiate individual discussions with all Offerors deemed fully qualified, responsible and suitable on the basis of their proposals with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project or services as well as alternative concepts where applicable. Interviews/discussions may encompass nonbinding estimates of total project costs, including where appropriate, design, construction and life cycle costs. Methods to be utilized in arriving at price for services may also be discussed.

At the conclusion of discussions on the basis of evaluation criteria and all information developed in the selection process, the County will select in the order of preference two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract (or contracts in the case of multiple awards) can be negotiated at a fair and reasonable price.

Only proposals from responsible Offerors that are seen as reasonably susceptible of being selected for award, based on information contained in the proposal, will be evaluated by the County.

Should the County determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror if the County finds that such a selection is in the best interest of the County.

AWARD

Award shall be made to the responsible offer whose proposal is determined in writing to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the County. The award shall be based on the evaluation of all information as the County may request. The County reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the County reserves the right to enter into a contract deemed to be in its best interest. Based on what is determined to be in the best interest for the County, award may be made to one offeror or more than one offeror.

CONTRACT TERM

This contract term for services under this contract shall be for one (1) year from the date of the contract award.

OPTIONAL CONTRACT RENEWALS

At the sole request of Gloucester County, this contract may be extended upon mutual agreement of the parties for four (4) additional, one (1) year periods, upon the same terms and conditions set forth in the contract.

PRICE ESCALATION/DE-ESCALATION

The Consultant may request a fee adjustment not more frequently than once during a contract (renewal) period. Fee adjustments shall be based on the percentage change of the Producer Price Index (PPI) industry data, for *Architectural and Engineering Services, Commodity Code 453* as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The percentage change shall be applied to the (then) current contract prices in effect for the County. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect product orders requested on or after that date. **Price adjustments will not be automatic.** The Consultant shall submit a written request (email, facsimile, etc...) to the County (ATTN: Central Purchasing Department). Producer Price Index information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/ppi/>. Fuel and/or other surcharges shall not be allowed.

Based on economic factors and/or market conditions, the County reserves the right to negotiate reductions in the quoted fee schedule at any time during any contract period.

METHOD OF PAYMENT

The Consultant will be paid on the basis of the invoice submitted to the ordering Gloucester County or Gloucester County Schools Department after delivery and acceptance by the designated County representative. All payments will be made in accordance with the Code of Virginia's Prompt Payment provisions. *Code of Virginia §2.2-4347 & 2.2-4352*

DEBRIEFING

The County will keep all information regarding the identification of the persons or firms making offers or the contents of any offers as identified as proprietary or confidential. Excluding the properly identified confidential or proprietary information, such information will only be available after an award or decision to award has been made. After an award is decision has been made, or an intent to award decision has been publically published, the procurement file will be made available for review in the Central Purchasing Department. **This review of the procurement file shall constitute the debriefing process.** Meetings with staff to review the procurement file will not be conducted. Offerors desiring to review

the procurement file may contact the Central Purchasing Department to make an appointment to review the documentation.

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public after an award decision is made. Please mark One:

- No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**