

RAPPAHANNOCK REGIONAL SOLID WASTE MANAGEMENT BOARD

REQUEST FOR COMPETITIVE NEGOTIABLE PROPOSALS

PROPOSAL #213143



PROFESSIONAL ENVIRONMENTAL SCIENCE AND ENGINEERING SERVICES

TO ASSIST WITH THE SELECTION OF A VENDOR

AND THE SUBSEQUENT ENVIRONMENTAL IMPACT INVESTIGATION

FOR

ALTERNATIVE SOLID WASTE HANDLING PROCESSES

AT THE

RAPPAHANNOCK REGIONAL SOLID WASTE FACILITY

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AT THE
RAPPAHANNOCK REGIONAL SOLID WASTE FACILITY**

RFP NUMBER: **213143**

RECEIVING DATE: **3:00 P.M., Thursday, February 13, 2014**

RECEIVING PLACE: Stafford County Purchasing Office
Stafford County Administration Center
1300 Courthouse Road
P. O. Box 339
Stafford, VA 22555-0339

Direct requests for information regarding technical matters on this Proposal to:

Keith C. Dayton, Director
Rappahannock Regional Landfill
P.O. Box 339
1300 Courthouse Road
Stafford, VA 22555-0339
Telephone: (540) 658-5125

Direct requests for information regarding contractual matters to:

Anita Perrow
Stafford County Purchasing Office
1300 Courthouse Road
P. O. Box 339
Stafford, VA 22555-0339
Telephone: (540) 658-8611

GENERAL INFORMATION

- 1.1 Mail or deliver Proposals to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, P.O. Box 339, Stafford, Virginia 22555-0339.
- 1.2 **Submit one (1) original clearly marked, and four (4) copies** of the Proposal before the opening time stated in the Proposal Invitation.
- 1.3 All Proposals must be received in sealed envelopes or boxes with the statement "Proposal Enclosed" and the Proposal number typed or written in the lower left-hand corner.
- 1.4 Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals received and to waive informalities.
- 1.5 Proposals must be received on or before **3:00 P. M., Thursday, February 13, 2014**, in the Purchasing Office. Attendance at the opening of Proposals shall be limited to the Evaluation Committee. No late Proposals shall be accepted. **The Offeror is solely responsible for the delivery of their Proposal to the correct office at the date and time specified herein.**
- 1.6 Proposals shall be binding for ninety (90) days following the Proposal opening date.
- 1.7 Proprietary information will not be disclosed during the selection process.
- 1.8 Time is of the essence for completion of these Projects.
- 1.9 Each Proposer is required to state in the Proposal, their name and place of residence and the names of all persons interested with him; in case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the Proposer.
- 1.10 This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4343.1, or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
- 1.11 By submitting a Proposal in response to this solicitation, the Proposer is certifying that no employee, official, or elected officer of the County of Stafford has a proprietary interest in the company, corporation, partnership or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.
- 1.12 Exceptions to the Specifications or General Instructions must be in writing and submitted with the Proposal Form.
- 1.13 Comments concerning specifications or other provisions of this Contract are welcome and must be received one (1) week prior to the time set for receipt of Proposals to be considered.

1.14 Insurance Requirements

The Contractor shall maintain insurance to protect the County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Sub-contractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

"The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by Contractor under the terms of this Contract.

In addition to any other forms of insurance for bonds required under Contracts and specifications pertaining to this project, Stafford County shall require any Vendor to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Sub-contractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion."

Minimum insurance requirements are shown on the attached "INSURANCE SCHEDULE "A". Current insurance certificates documenting compliance with this coverage shall be provided to the Purchasing Office and the County's Project Administrator prior to the commencement of work under this Contract. The certificate shall name Stafford County as "Additional Insured" under the Automotive and General Liability categories of this policy.

1.15 Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

1.16 Safety

All Contractors and Subcontractors performing services for the County of Stafford are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

1.17 Notice of Required Disability Legislation Compliance

Stafford County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

1.18 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

1.19 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or 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.

- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall 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 to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, A, B, and C in every Subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Sub-contractor or Vendor.

1.20 Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

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 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 Sub-contractor or Vendor.

For the purpose 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 this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

1.21 Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by the County of Stafford on request.

1.22 Substitutions

NO substitutions, including key personnel, or cancellations are permitted after award without written approval by the County Administrator.

1.23 Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator.

1.24 Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in the Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or 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 shall include in the Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

1.25 W-9 Form

Each Bidder or Offeror will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue a Purchase Order and payments to your Firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

1.26 Debarment

By submitting a Proposal, the Offeror is certifying that he is not currently debarred by the County. The County's debarment procedures are in accordance with Section 2.2-4321 of the Code of Virginia.

1.27 Certification

Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

1.28 Immigration Reform and Control Act of 1986

By accepting a Contract award, Vendor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

1.29 Organizational Matters

The Rappahannock Regional Solid Waste Management Board (R-Board) operates the Rappahannock Regional Landfill (Landfill) located at 489 Eskimo Hill Road. The facility and its

employees are governed by a joint agreement between Stafford County and the City of Fredericksburg. Under the terms of this agreement, Stafford County is responsible for administration of all financial and contractual matters related to the Landfill. Consequently, the terms “Stafford County” and “R-Board” shall be considered to have the same meaning when used in this Request for Proposals.

1.30 Contract Administration

This Contract will be administered by the R-Board.

END OF SECTION

PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Preparation and Submittal of Proposals

- a. All Proposals shall be signed in ink by authorized personnel of the Firm.
- b. All attachments to the Proposals requiring execution by the Firm are to be returned with the Proposals.

2. Withdrawal of Proposals

- a. The Proposer may withdraw his Proposal from consideration if the service proposed was substantially different than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Proposal sought to be withdrawn.
- b. The following is the procedure for withdrawal of Proposals:
 - (1) The Proposer must give notice in writing of his claim of the right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
 - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Proposal of the same Proposer.
 - (3) No Proposer who is permitted to withdraw a Proposal shall for compensation, supply any material or labor to or perform any Subcontract or other work agreement for the person or Firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted, without the approval of Stafford County. The person or Firm to whom the Contract was awarded and the withdrawing Offeror are jointly liable to Stafford County in an amount equal to any compensation paid to, or for the benefit of, the withdrawing Proposer without such approval.

3. Miscellaneous Requirements

- a. Stafford County will not be responsible for any expenses incurred by a Firm in preparing and submitting a Proposal. All Proposals shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- b. Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation of their Proposal. The R-Board Director will schedule the time and location for this presentation.
- c. The contents of the Proposal submitted by the successful Proposer and this RFP will become a part of any Contract awarded as a result of these specifications. The successful Contractor will be expected to sign a Contract with Stafford County. Additional terms and provisions will be included in the Contract.
- d. Stafford County reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of Stafford County. Firms submitting Proposals that are not accepted will be notified in writing.
- e. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by Stafford County.

4. Clarification of Proposals

Stafford County reserves the right to contact Vendors individually for the purpose of clarifying Proposals.

5. Vendor Incurred Costs

Stafford County is not liable for any cost incurred by Vendors prior to issuance of an Agreement, Contract, or Purchase Order.

6. Right to Cancellation

Award to the selected Vendor will be made under a Contract arrangement cancelable after the first year or at the end of a fiscal year in the event that continuing funds are not appropriated.

7. Vendor Declaration

The Vendor must state that its Proposal was made without connection with any other person, company or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.

8. Terminology

Terminology used in this request for Proposal might imply or denote a particular Vendor. The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the Vendor in these situations.

9. Licensing Agreement

Any licensing agreement required by the Vendor must be fully described.

10. Proposal Property of Stafford County

All Proposals submitted in response to this RFP become the property of Stafford County. Supporting technical manuals will be returned at the request of the Vendor.

11. Confidentiality

All Proposals will be available for inspection by interested parties following the final selection date. If a Vendor wishes that any parts of his Proposal remain confidential, he should state so clearly.

12. Addenda

Any Addenda to these documents shall be issued in writing; no oral statement, explanations or commitments by whomsoever shall be of any effect unless incorporated in the Addenda.

13. Contracting

Upon award of the Contract, the RFP and the successful Offeror's Proposal will become part of the Contract. Stafford County intends to enter into a Contract which best serves the interests of the Stafford County and will require the Vendor to enter into the Stafford County's "STANDARD CONTRACT FOR SERVICES". A sample of this Contract is included with this solicitation.

END OF SECTION

PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS

1. The extent and character of the work to be accomplished by the Firm shall be subject to the general control and approval of the Stafford County Administrator or his authorized representative. The Firm shall not comply with requests and/or orders issued by other than the County Administrators representatives acting within their authority for the County of Stafford.

2. Subcontractors

The Firm shall identify all proposed Subcontractors who will be furnishing services under the terms of his Proposal. Subcontractors shall conform, in all respects, to the applicable provisions specified for the prime Contractor and shall further be subject to approval by Stafford County.

3. Termination

Subject to the provisions below, the Contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval by Stafford County until said work or services are completed and accepted.

- A. Termination for Convenience

In the event that this Contract is terminated or canceled upon request and for convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

- B. Termination for Cause

Termination by Stafford County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

4. User List

Vendors are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address and telephone number of a contact person.

5. Assignment

The Contractor will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its rights, title, or interests therein, or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by Stafford County.

6. Exceptions

Any and all exceptions to the specification included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the Vendor not indicate and explain all exceptions, his Proposal may be rejected. The County will consider the exceptions during the evaluation of the Proposal.

7. Proposal Selection

Contract(s) will be awarded by Stafford County to the most responsible Vendor(s) who's Proposal conforms to this Request and is most advantageous to Stafford County.

END OF SECTION

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SPECIFIC PROPOSAL INFORMATION

1.0 INTRODUCTION

The Rappahannock Regional Solid Waste Management Board (R-Board) desires to pursue alternatives to the landfill of solid waste at the facility it operates located at 489 Eskimo Hill Road in Stafford, Virginia (22554). Recognizing that there are a wide variety of alternatives available to reduce the quantity of material disposed of by landfill processes, the R-Board desires to seek professional services from a company (the Firm) with experience and expertise in the field of alternative solids waste handling processes.

Furthermore, to promote continuity throughout the evaluation and selection process, the selected Firm will assist with the scientific study and analysis, along with engineering services as required, to conduct a study of the environmental impacts which would result from a proposed alternative solids handling facility operating at the Landfill.

Initial services will include, but not necessarily be limited to, assistance with a) the development of a Request for Technical and Cost Proposals (the RTCP) from firms interested in providing alternative solids waste handling processes (ASWHP) to that currently provided by the Rappahannock Regional Landfill, b) review of proposals received by firms responding to the RTCP to develop a short list of qualified firms, and c) assistance with interviews and selection of the preferred ASWHP vendor.

Provided that the R-Board elects to proceed with a preferred vendor, an environmental study – to be conducted by an independent third party and funded by the selected ASWHP vendor – will be required. The study will be conducted by the Firm and require additional professional services as follows: d) examination and input into test protocols, e) observance of operational testing conducted with a similar unit currently in operation, f) analysis of test results, and g) review of reports completed on similar facilities proposed elsewhere in the United States and worldwide. It is expected that the Firm will obtain a thorough familiarity with the facility proposed in Stafford County in order to complete a report detailing the expected short term and long term environmental impacts resulting from the construction and operation of this facility.

There is no state or federal funding proposed for this project, nor are there any wetland impacts expected from construction of the facility; therefore, there is no requirement to conduct an environmental study compliant with the National Environmental Policy Act (NEPA). It is the desire of the R-Board, Stafford County, and the City of Fredericksburg that a comprehensive environmental investigation be conducted similar to that required under NEPA, to fully evaluate

the environmental impacts which would result from the construction and operation of a ASWHP facility such as that being proposed.

Depending upon the conclusions of the study, and should the proposed project ultimately be approved by the R-Board, Stafford County, and the City of Fredericksburg, is expected that this study will become part of the supporting documentation provided to regulatory agencies in support of the air discharge and solid waste permits required to construct and operate the facility.

Included in the initial review of the responses to the RTCP will be the analysis of financial viability of the ASWHP facility. The Firm will not be responsible for direct assistance with obtaining any necessary permits for construction or operation of this facility, with the exception of the serviceability of the environmental study in obtaining permits for the ASWHP facility. Additional detail on the scope of services is provided elsewhere in this RFP.

The selected Firm will be directly responsible for the performance of the Sub-Consultants they team with. The final selection of the Firm to provide these services will be made by the R-Board.

1.1 **BACKGROUND**

The Rappahannock Regional Landfill (Landfill) receives approximately 135,000 tons/year (TPY) of municipal solid waste (MSW) delivered via commercial haulers, and from a drop off facility at the Landfill and a satellite site off of Belman Road in Fredericksburg. Stafford and Fredericksburg residents choosing to drop off their MSW at either facility are not charged for the service. Revenues are derived mainly from tipping fees paid by commercial haulers, recycle revenues, and other miscellaneous sources. The roughly 800 acre site has been in operation since the late 1990's, has completed filling of the first five cells. Cell F was completed late in 2012 and is currently in service, with an expected service life of approximately 2 years.

The R-Board has an agreement in effect with Ameresco, Inc., to utilize the methane produced from prior cells to power electrical turbine capable of producing just over 2 megawatt electric (MWE). Operation of the Ameresco facility will be unaffected by the ASWHP proposal and is not a part of the environmental study.

In October 2012, the R-Board previously solicited proposals from firms interested in providing ASWHP services at the Landfill. Three proposals were received in November 2012. It was ultimately decided to reject all proposals due to unresolved concerns related to environmental impacts and uncertainty about the technology and financial viability of the proposals.

During consideration of the proposed facility, the Stafford County Board of Supervisors stipulated that an environmental study of the preferred vendor's proposed ASWHP be conducted by an independent third party prior to taking action on this matter. This study would be funded by the selected vendor for the ASWHP facility.

The Landfill currently holds an E3 certification (Exemplary Environmental Enterprise) received from the Virginia Environmental Excellence Program. The R-Board desires that construction and operation of an ASWHP facility enhance this certification, but in any case, will not jeopardize this certification.

1.2. **SCOPE OF SERVICES**

A. RCTP Development and Vendor Selection Support

1. Review draft RTCP prepared by R-Board staff. Provide comments and suggested edits as appropriate.
2. Assist R-Board staff with the review of proposals received in response to the RTCP and development of selection criteria for evaluation.
3. Provide recommendations on a short list of viable vendors for detailed consideration.
4. Participate in the development of follow up questions and requests for additional information.
5. Participate in interviews with short listed vendors.
6. Participate in the technological, scientific, engineering and financial analysis necessary to make a recommendation of the preferred vendor to construct and operate an ASWHP facility.
7. It is noted that it may be necessary to consider certain factors identified in the scope of services related to the environmental study below at this stage of the evaluation.

B. Environmental Study Services

Preliminary Research

1. Review all documents relative to the development of this study pertaining to current Landfill operations, the selected ASWHP proposal, related studies, test protocols and test results, both foreign and domestic.
2. Identify all federal, state, and local laws and regulations applicable to the proposed project related to the requirements for facility siting, solid waste handling, air impacts, and air pollution requirements.
3. Review operational records of similar facilities, both foreign and domestic, to understand expected environmental impacts.
4. Review all federal, state, and local laws and regulations applicable to the proposed ASWHP related to air quality, groundwater and surface water quality requirements.
5. Consult with appropriate governmental bodies, regulatory agencies and input from the public to ascertain any particular areas of concern.

Develop Study Protocol

1. Create a draft study plan and protocol using the information gathered from the initial research phase.
2. Confer with R-Board staff regarding the contents of this plan. Modify plan as required.
3. Finalize the approved study protocol.

Testing

1. Identify requirements and opportunities for testing ASWHP to determine environmental impacts. Develop draft test protocol for operational and air quality testing on a unit similar to the one proposed for operation in Stafford County. This protocol will be reviewed by the ASWHP provider who can offer input. The protocol will then be submitted to the Virginia Department of Environmental Quality (DEQ) for review and comment. Modify protocol based upon this input. Ensure the testing includes air discharge and byproduct quantity and quality analysis adequate for the purposes of this study.
2. Monitor the testing to ensure study protocol is followed. Ensure the prescribed sampling frequency and procedures are followed for air discharge quality and for byproducts analysis.
3. Review the testing reports and laboratory analysis for adherence with testing protocol and results.
4. Prepare a final test report suitable to assist in developing a recommendation regarding the ASWHP, and submission to DEQ.

Environmental Study

Study of the impacts from the continuing operation of the Landfill under the present circumstances (no-build) shall be included for each task listed below.

1. **Air Quality Impacts:** Using the information obtained from the research and testing phase, determine the likelihood that the proposed project will meet all regulatory requirements. The analysis will include evaluating the direct emissions from the construction and operation of the facility as well as other, indirect emissions (e.g., from additional truck traffic, if applicable). Particular attention shall be paid to impacts that may exacerbate or mitigate the non-attainment status assigned to Stafford County by the U.S. Environmental Protection Agency including, but not limited to 1-hr ozone concentrations. The analysis will include temporary (e.g. construction) impacts as well as long term effects.
2. **Groundwater and Surface Water Impacts:** Evaluate the disposal of the by-products, if any, including ash and other residue, into the landfill for potential impacts. Various aspects of operating the proposed facility shall be evaluated, including but not limited to MSW handling/storage, RDF and TDF handling/storage, and waste product handling/storage. This

task shall also include a site visit to determine the proximity of any wetlands or streams, if any, to the project footprint and to identify any other sensitive environmental features.

3. **Water/Waste Water Impacts:** Evaluate the water demand and availability, and any impacts noted, with providing this project with a public water supply. Examine the projected quantity and quality of waste water generated by the proposed project. Review the proposed approach to pre-treatment of waste water created during facility operations which may be required prior to disposal at the waste water treatment plant. Review waste water collection capacity to assess impacts of the construction of infrastructure which may be necessary to support this facility.
4. **Nuisance and Other Impacts:** Identify other environment-related factors associated with the project that may impact the community. This shall include, but not be limited to, impacts associated with noise, odor, dust, traffic, viewshed, cultural resources or rare species.
5. **Socio-Economic Impacts:** Examine all projected social and economic benefits and liabilities from this project. Include risks from the closure of the facility due to financial, permit compliance, or other reasons. Evaluate the effect of prolonging the life of the current Landfill, to include deferral of capital costs associated with construction of new Landfill cells, and the need to identify and procure a new landfill site.
6. **Environmental Risk Conclusions:** Review the information from Tasks A through E above and determine the overall environmental risks of the proposed project, whether from potential direct or indirect impacts. This shall include an analysis of the expected permit requirements associated with environmental protection. Provide an opinion of the likelihood of the proposed project successfully obtaining siting, construction, and operating permits from state and federal regulating agencies. Note any apparent conflicts with local zoning ordinances. Recommend, if applicable, modifications to the facility to mitigate any identified impacts. Assistance with obtaining any local, state or federal permits for this project is not included with this scope of services.
7. **Final Draft Report:** Prepare a draft report summarizing the above efforts for review by R-Board staff. This report will include a determination of impacts resulting from the proposed project. Finalize any comments into a Final Draft Report.
8. **Public Input:** The Final Draft Report will be made available for public review and comment. In conjunction with this public review period, conduct a public meeting to explain the study procedures, results, and draft conclusions. This task may include presentations before the R-Board, Stafford County Board of Supervisors, and the Fredericksburg City Council. Provide Final Draft Report to state and federal regulatory agencies as appropriate. Conduct further analysis as may be necessary from input received from these sources.
9. **Final Report:** Address comments from governmental agencies and the public, and incorporate in the Final Report.
10. **Other Support Services:** If specifically requested by the County, provide other services related to the environmental review of the proposed project and other types of supporting

studies such as financial analyses and defining a process for project implementation and/or project closure.

2.0 SPECIFIC PROPOSAL REQUIREMENTS

Scope of Services

Each Proposal shall include a detailed Scope of Services for all tasks described above.

Project Team

Each Proposal shall identify all key project personnel (including Subcontractors) proposed for this Project. This information shall include the Firm and Office where all key personnel work and shall include relevant experience of all such individuals.

Schedule

Each Proposal shall include a schedule for each phase of each of the Projects from initiation through completion of construction. Particular attention shall be directed to the scope of services included in Section 1.2, A 1-7, and based on a Notice to Proceed issued on April 1, 2014. The schedule for the services requested in Section 1.2 B shall be developed from a Notice to Proceed date to be determined. A finalized schedule will become part of the Contract between the successful Firm and Stafford County, and will become a measure for determining responsiveness of the Contractor.

Reference Materials for Proposal Preparation

The County will not distribute additional printed information regarding this Project during the qualifications phase of the selection process. Interested Firms may make appointments to review available documents at County offices. The time and dates for such reviews shall be solely at the convenience of the County. Should the County develop a short list of qualified Firms for further evaluation, additional information may be distributed at that time.

Interviews with the Evaluation Committee Members will be granted solely at their convenience.

Potential Conflicts

In addition to the experience information requested in Section 5.0 C.3, Proposers shall list all current and previous contracts, joint ventures, etc. undertaken with contractors, vendors, or other private entities which involved engineering, environmental study or similar professional effort related to an alternative method of processing solid waste, such as a waste to energy facility, or conventional landfill projects. Work performed on behalf of a public entity, need only be included as requested by Section 5.0 C.3 below.

3.0 GENERAL PROPOSAL REQUIREMENTS

Alternatives

Alternative Proposals which will address the objectives of the Project will be considered. Specific details regarding the cost and advantages and disadvantages of the alternatives shall be provided.

Non-Binding Cost Estimates

Stafford County follows the Virginia Public Procurement Act which allows the Public Body to discuss non-binding estimates of total project costs – including costs for services - with two (2) or more Firms deemed fully qualified, responsible and suitable based upon the review of Proposal responses. The evaluation committee may request non-binding cost information from the short listed Firms invited to in depth discussion of the project. The committee will use these estimates to enhance their knowledge of the Proposer's understanding of the project and the complexities of the Work. The request for non-binding project cost estimates will be made by a subsequent communication and is not part of this Request for Proposals.

4.0 SPECIAL CONTRACT TERMS AND CONDITIONS

Project Control

The extent and character of the work to be done by the Firm shall be subject to the general control and approval of the County Administrator or his authorized representative. The Firm shall not comply with requests and/or orders issued by others than the Administrator's representative acting within his authority for the County.

Period of Performance

Time is of the essence. Each Firm submitting a Proposal must submit a schedule for Projects or tasks identified in the Specific Proposal Requirements Section. The Vendor shall identify any assumptions made during the formation of the schedule. This information will be considered in the evaluation of the Proposal.

Invoicing and Payment

- A. Contractor shall submit invoices in triplicate no more often than once each month. The invoices shall include breakdown of all charges identified to specific tasks included in the Proposal, along with employee's names, hours and charges included in the invoice.
- B. Invoices shall be based upon actual hours of performance and shall include progress reports. Sub-Consultant markup by the Prime Consultant shall be limited to not more than five percent (5%) of the Sub-Consultant invoice amount.
- C. All such invoices will be paid promptly by the County, unless any items therein are questioned, in which event payment for the questioned amount shall be withheld, pending

verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

County Furnished Items/Support

The County shall furnish the Contractor with necessary documents and other materials that the County considers reasonable and necessary for the Contractor to complete the task.

5.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

Proposal Review

- A. The Evaluation Committee will screen each Proposal and selection will be made on the basis of the following criteria:
1. Experience of the Project Team proposed to perform work. **25 points**
 2. Experience of the Firm as provided in the Proposal. **10 points**
 3. Understanding of problems and task, as depicted in Proposal. **25 points**
 4. Evaluator's judgment of Proposer's capability for the Project's success. **20 points**
 5. Responsiveness of the schedule provided with the Proposal. **10 points**
 6. References (i.e., satisfaction of former clients) along with names, addresses, contact persons and phone numbers of parties for whom comparable work has been performed. **10 points**
- B. Proprietary information received will not be disclosed to others during the selection process.
- C. Proposal Contents
1. The Firm selected will be responsible for the research, studies, reports, and other tasks relative to this effort.
 2. Be brief in your responses. The inclusion of extraneous information not pertinent to the basic purpose of the response is discouraged.
 3. Qualifications:
 - Office** - State brief history of the Firm, location, years in practice, etc. Provide credentials and experience of staff, including those of sub-consultants, who could be expected to work on this Project.
 - General Experience** - Give brief account of overall experience of the Firm including similar Projects.

Specific Experience - Give examples of Projects completed, especially during the past five (5) years. Provide a brief description of Projects completed and list any special features. Provide cost information relative to the study effort.

Performance and Responsibility - Give information covering the Firm's ability to work within budget, and tight time constraints

References - Provide names, addresses, contact persons, and phone numbers of parties as requested above.

6.0 FORMS OF PROPOSALS

- A. Interested Firms are cautioned to provide in their Proposals as much detail as possible pertaining to their Firm's capabilities, experience and approach to the tasks outlined in this Proposal. The total Proposal length should not exceed seventy-five (75) numbered pages, excluding any appendices and/or dividers. Shorter Proposals are welcome.
- B. Interested Firms are requested to include the following items:
1. Complete description of Scope of Services to be provided by Project or Task where specifically requested.
 2. Schedule estimate for a Project or Task where specifically requested.
 3. Pertinent references of public and private sector clients. Include the name, address and telephone number of a contact person, along with a brief description of the Project, including construction cost and engineering fees.
 4. Identify key members of the Project Team and describe their responsibilities on this Project.
 5. Prior applicable experience in performing projects similar to that identified in this request, including a brief description and study costs.

7.0 DELIVERABLE PRODUCTS: OWNERSHIP

Contractor shall provide all finished products to the County Administrator or his designee whereupon it becomes the property of the County. Written progress reports shall be submitted on a monthly basis and may be included with monthly invoices. All related information, notes, worksheets, and interim material shall be the sole property of the County, unless otherwise specified in this Proposal.

8.0 AWARD OF CONTRACT

After evaluation of the Proposals received in response to the RFP, representatives from the Evaluation Committee may engage in individual discussions and interviews with Proposers deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are

permitted. Proposers shall be encouraged to elaborate on their qualifications, performance data and staff expertise relevant to the proposed Contract. Proposers may also propose alternate concepts or methodology. Proprietary information from competing Proposers will not be disclosed to the public or to competitors, provided such information is duly marked as “Proprietary Information” by the Proposer and the designation is justified as required by Section §2.2-4342, Code of Virginia, as revised. At the conclusion of the informal interviews and on the basis of evaluation factors set forth in Section 5, Evaluation of Proposals: Selection Factors, and the information provided and developed in the selection process to this point, the committee shall rank, in the order of preference, the interviewed Proposers whose professional qualifications and proposed services are deemed most meritorious. The County may request non-binding estimates of the cost for the services proposed. Negotiations shall then be conducted with the Proposer ranked first. If a satisfactory Contract and one (1) that is advantageous to the County of Stafford can be negotiated at a fee considered fair and reasonable, and upon authorization by the appropriate body, the award shall be made to the Proposer. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on, until such a Contract can be negotiated at a fair and reasonable fee. Should the committee determine in writing and in its sole discretion that only one (1) Proposer is fully qualified, or that one (1) offerer is clearly more highly qualified and suitable than the others under consideration, a Contract may be negotiated and awarded to that Proposer.

**PROFESSIONAL ENVIRONMENTAL SCIENCE AND ENGINEERING SERVICES
TO ASSIST WITH THE SELECTION OF A VENDOR
AND THE SUBSEQUENT ENVIRONMENTAL IMPACT INVESTIGATION
FOR
ALTERNATIVE SOLID WASTE HANDLING PROCESSES
AT THE
RAPPAHANNOCK REGIONAL SOLID WASTE FACILITY**

RFP #213143

SIGNATURE SHEET

Company Name: _____

Address: _____

E-mail: _____

Telephone Number: _____ Fax: _____

Name and Title of Person Submitting Bid: _____

Signature: _____

SCHEDULE "A"
INSURANCE COVERAGE

The kinds and amounts of insurance provided are as follows:

- A. **Workers' Compensation**: Statutory
- B. **Automobile Liability**: Provide a minimum of \$2,000,000 combined single limit for each occurrence because of bodily injury including death. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, or hired automobiles.
- C. **Comprehensive General Liability**: Insurance shall be furnished with the limits of not less than:

<u>Liability</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$500,000	\$2,000,000

- D. **Additional Insured**: Stafford County shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above.
- E. **Engineers Professional Liability**: "Errors and Omissions" coverage in the amount of two million dollars (\$2,000,000) shall be provided.

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Purchasing Ordinance and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. Small Business:

For the purposes of this document a Small Business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.
- (b) gross annual income does not exceed ten (10) million dollars.
- (c) is independently owned and operated (not subsidiary of another Firm).

2. Minority Business:

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of fifty one percent (51%) or more of such an enterprise.
- (b) A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____ No _____

Small Business Firm: Yes _____ No _____

The above information is requested for statistical purposes only. All Firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE (OFFICE): _____

STAFFORD COUNTY
STANDARD CONTRACT FOR SERVICES

SAMPLE

This Contract is entered into this ____ day of _____, 2014, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. Definitions.

(a) As used in this Contract, the term “County” shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the “County” shall mean _____ . (If this line is blank, the County shall mean the Board of Supervisors).

(b) As used in this Contract, the term “Contractor” shall mean:

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

3. Provision of Services.

(a) The Contractor hereby agrees to provide the following services to the County:

(b) The time, manner and place for performance of such services shall be:

4. Time and Essence.

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

5. **County Obligations.**

(a) In return for the services identified above, the County shall pay the Contractor the following amounts:

[] (b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any Subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Officer shall determine to be due under this clause, the Contractor may appeal any claim to the Board of Supervisors in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that Subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subContractor as a consequence of termination for convenience.

7. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records.

(a) The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subContractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. **Termination for Non-Appropriation of Funds.**

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

10. **Insurance.**

The Contractor shall maintain insurance, in an amount and a form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County Administrator.

12. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused

from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

[] 13. **Warranties:**

[] 14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

15. **Disputes.**

Disputes with respect to this Contract shall be decided in the first instance by the Purchasing Officer, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless, within thirty (30) days from the date of such decision, the Contractor mails or otherwise furnishes the Purchasing Officer with a

written appeal addressed to the County Administrator. The decision by the County Administrator shall be final and binding unless within ten (10) days from the date of receipt of the decision of the County Administrator, an appeal is made to the Board of Supervisors in accordance with Section 15.2-1245, et seq., of the Code of Virginia, (1950), as amended. The decision of the Board of Supervisors shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith, or not to be supported by any evidence. Pending the final determination of a properly appealed decision of the Purchasing Officer the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

16. **Nondiscrimination.**

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. 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) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall 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.

[] 17. **Additional Terms and Conditions.**

18. **Integration Clause.**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. **Legal Status**

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

20. **Faith-Based Clause.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

County Representative

Title

Contractor or Duly Authorized Representative

Title