

County of Charlotte
 PO Box 608
 250 LeGrande Ave; Suite A
 Charlotte Court House, VA 23923



**Request for Proposals for a
 UHF Radio Communications System**

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

<u>Bid Number</u>	<u>Bid Due Date and Hour (Local Time)</u>	<u>Date Initiated</u>
037-214	July 12, 2018 at 4:00 PM	April 12, 2018

This solicitation is subject to the provisions of the General Terms and Conditions and any Special Terms and Conditions included herein. The Request for Proposal, your bid, and modifications or additions to either shall constitute an entire integrated contract.

Address All Inquiries and Correspondence to:

County of Charlotte P.O. Box 608 250 LeGrande Avenue; Suite A Charlotte Court House, VA 23923	Monica L. Elder, Purchasing Agent Phone: (434) 542-5117 Fax: (434) 542-5248 Email: melder@charlotteva.com
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Special Instructions:

1. Responses must be signed below in ink.
2. Responses will be accepted until the date and hour shown above.
3. This inquiry incurs no obligation on the part of the County of Charlotte.
4. All proposals are considered firm for our acceptance within **90 days** after the due date.
5. Charlotte County may cancel or withdraw a solicitation in whole or in part and reject any and all bids or proposals at any time prior to an award (Section 2.2-4319-Code of Virginia).

In compliance with Request for Proposal No. 037-214, and all the conditions imposed therein, the undersigned offers and agrees to furnish products/services in accordance with the signed proposal or as mutually agreed upon by subsequent negotiation.

SCC Number: _____

Name & Address of Offeror:

License Number: _____

Date: _____

Name (Print): _____

Signature: _____

_____ Zip Code: _____

Title: _____

FIN: _____

Phone: () _____

E-mail: _____

FAX: () _____

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I. PURPOSE

The Board of Supervisors of Charlotte County, Virginia, herein referred to as "the County," is soliciting sealed proposals from licensed, qualified Contractors for a new UHF multi-site trunked radio system for Charlotte County emergency services and school personnel. The County desires a "turnkey" solution from a single contractor, herein referred to as the "Contractor". The selected Contractor shall be responsible for providing all design, services, equipment and infrastructure required for installation and optimization of a fully operational radio system in accordance with the specifications included in this RFP and subsequent negotiations.

It is Charlotte County's intent that this Request for Proposal is part of a competitive procurement process which helps to serve the County's best interests while providing Offerors with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the process of "competitive sealed bidding." Price is not required to be the determining factor, although it may be, and the County may negotiate with one or more Offerors to arrive at a mutually agreeable relationship.

II. BACKGROUND

Charlotte County is located in south-central Virginia and has a land area of 475 square miles. In 2010, the County's population was 12,586. The County's local emergency services team consists of the Charlotte County Sheriff's Office & E911 Office/Dispatch Center; seven volunteer fire departments; and one rescue squad which has a main office and two satellite offices and consists of both volunteers and paid personnel. Locations are as follows:

<u>Emergency Services Provider</u>	<u>Address</u>
Charlotte County Sheriff's Office & E911 Center	222 Law Lane, Charlotte Court House, VA
Charlotte Court House Volunteer Fire Dept.	608 David Bruce Avenue, Charlotte Court House, VA
Phenix Volunteer Fire Department	171 Charlotte Street, Phenix, VA
Red House Volunteer Fire Department	9467 Red House Road, Red House, VA
Cullen Volunteer Fire Department	205 Taro Road, Cullen, VA
Bacon District Volunteer Fire Department	2000 Barnesville Highway, Wylliesburg, VA
Drakes Branch Volunteer Fire Department	4818 Drakes Main Street, Drakes Branch, VA
Keysville Volunteer Fire Department	500 Osborne Street, Keysville, VA
Charlotte County Rescue Squad Main Office	8300 George Washington Hwy., Keysville, VA
Charlotte County Rescue Squad - Wylliesburg	180 Cannery Lane, Wylliesburg, VA
Charlotte County Rescue Squad at Phenix VFD	171 Charlotte Street, Phenix, VA

Due to the size and rural nature of the region, mutual aid agreements with emergency service organizations in surrounding localities are an important part of the County's emergency response efforts.

Charlotte County Public Schools, Charlotte County Fire Departments, Charlotte County Rescue Squad and the Charlotte County Sheriff's Office currently operate separate VHF narrowband systems. The

County uses an AVTEC console which is housed at the Charlotte County E911 Office. Repeater sites used by the various agencies currently include a telecommunication tower in Red House owned by Blue Ridge Telecom; a US Cellular telecommunication tower in Charlotte Court House; and the Charlotte County Rescue Squad Tower in Keysville.

While the County and schools have invested in radios and other equipment over the years, coverage is inadequate due in part to the age of the system and the technology, topography, limited number of repeater sites and placement of repeaters. Areas that currently have the most serious coverage issues are located in the western and southern parts of the County.

III. SCOPE OF SERVICES

A. General Scope

The Contractor shall be responsible for furnishing a complete and fully functional radio communications system, including the guarantee of radio coverage. The Contractor shall be a Virginia licensed Contractor and an authorized dealer in good standing for the proposed brand of radio. Responsibilities of the Contractor shall include, but are not limited to, the following:

1. Engineering and system design, including the identification of tower sites
2. Project management
3. Furnishing and installing system equipment to include, but not limited to, infrastructure equipment, radios and ancillary facilities
4. Providing FCC Licenses
5. Software installation and programming
6. Acceptance testing, including coverage testing
7. Training
8. Cutover plan and execution
9. Warranty and maintenance
10. System Monitoring
11. Decommissioning and removal of legacy communication system and ancillary devices not utilized in the operation of the new system

B. System Design

1. It is required that the Contractor provide a complete and fully functional system including, but not limited to, the following components:
 - a. A UHF, 450-470 MHZ multi-site trunked system that operates on 6.25 KHz
 - b. A UHF Analog Simulcast paging/interoperability talk-back channel which operates either on 12.5 KHz or 6.25KHz as recommended by the Offeror
 - c. Direct IP interface to the County's existing AVTEC dispatch console
 - d. Cell phone Interface and real-time texting ability with talk-back options
 - e. Interface with emergency service organizations in surrounding localities that provide mutual aid and/or rely on Charlotte County for mutual aid
 - f. VCALL, UCALL, and ICALL interoperability base stations

- g. All required site connectivity
 - h. Infrastructure Equipment and User subscriber equipment
 - i. Infrastructure Facilities (to include additional towers, shelters, fencing, etc. if needed)
 - j. Generators
 - k. UPS/power surge protection system
2. Work shall be conducted with no interruption of service or impact to existing critical systems.
3. The Contractor shall comply with the following standards, rules, regulations, and industry guidelines:
- a. American National Standards Institute (ANSI)
 - b. National Electric Manufacturers Association (NEMA)
 - c. Electronics Industry Association (EIA)
 - d. Telecommunications Industry Association (TIA)
 - e. Telecommunications Distribution Methods Manual (TDMM)
 - f. National Electric Code (NEC)
 - g. Institute of Electrical and Electronics Engineer (IEEE)
 - h. Federal Communications Commission (FCC)
 - i. Underwriters Laboratories, Inc. (UL)
 - j. American Society of Testing Materials (ASTM)
 - k. NFPA1221

If the requirements of this RFP conflict with those of the governing codes and regulations, then the more stringent of the two shall be applicable.

C. Project Management

1. The Contractor shall designate a single project manager to supervise and coordinate the Contractor's work and to act as the primary point of contact for all project-related issues.
2. The Contractor shall provide a project management plan that includes a detailed project plan, schedule, list of deliverables, and risk management plan.
3. A project kickoff meeting shall be held prior to the commencement of work.
4. The Contractor shall establish a schedule for regular meetings with County representatives to provide project status updates. Meetings may be in person or by teleconference.

D. Equipment

1. All equipment shall be provided in new condition and shall be covered by a full factory and/or manufacturer's warranty. Proposals shall not include product lines that vendors plan on discontinuing development and/or distribution of within the next four years.

2. All radios shall have GPS functionality for location and emergencies. Ten user logins to live GPS maps shall be provided. GPS Server shall be web-based and accessible from any computer with internet access and must integrate with Sheriff's Office's existing GPS equipment.
3. Except for small ancillary equipment all fixed communications equipment must be mounted in cabinets or racks. Cabinets must be suitable for the environment in which they are installed. Shelters or equipment rooms must have appropriate environmental controls (HVAC) for the installed equipment and the environment in which they are installed. Cabinets must be equipped with locking doors or panels. Racks and cabinets shall be designed and installed to provide easy access to equipment controls and connection points.
4. If fixed equipment or a fixed equipment module fails more than twice during acceptance testing or twice during the first year, the Contractor shall meet with the County to discuss and explain such failures. If, in the opinion of the County, these failures indicate the equipment is potentially prone to continuing failures, the Contractor shall replace it at no cost to the County.
5. Portable radios must:
 - Meet IP54/55 Dust/Water Protection Standards
 - Be IP67/68 Immersion Rated
 - Include top-mounted lever function switch, TFT display, duress alarm and dual microphone for automatic noise reduction
 - Be feature upgradable to P25, for an additional cost
6. Estimated equipment quantities are provided below:

<u>User</u>	<u>Description</u>	<u>Quantity</u>
Fire, Rescue, Sheriff, School	Portable Radios with 1 charger & 2 batteries per radio	267
Fire Departments	UHF, VHF Single Head Remote Mount Mobile Radios	22
Fire Departments	UHF, VHF Dual Head Remote Mount Mobile Radios (one control head for dash & one for pump panel)	14
Fire Departments	Motorola Minitor 6 (or equivalent) UHF Pagers for simulcast paging channel capable of siren activation	7
Fire Departments	Motorola Minitor 6 (or equivalent) UHF Pagers	175
Fire & Rescue Buildings	Control Station radios with antennas (same radio model as mobiles / single head, single band)	9
Rescue Squad	UHF, VHF Dual Head Remote Mount Mobile Radios (one control head for driver's compartment & one for patient compartment)	5
Rescue Squad	UHF, VHF Single Head Remote Mount Mobile Radios	1
Sheriff's Office	UHF, VHF Single Head Remote Mount Mobile Radios	32
School Buses	UHF mobiles, front mount, single band, single-head	60
School Facilities	Control Station radios with antennas (same radio model as buses)	7

7. Required upgrades to existing equipment shall include:

<u>User</u>	<u>Description</u>
911/Sheriff's Office	Upgrade AVTEC console to provide direct IP to proposed system
911/Sheriff's Office	Upgrade existing logging recorder to integrate with the system and 911/admin telephone lines
Fire Departments	Upgrade seven (7) existing, operational fire sirens to UHF

E. Spare Parts

A sufficient supply of spare radios and other spare parts shall be stored at a location to be determined by the County, to allow immediate restoration of minimal operation of the system on a rolling repair-and-return basis. Other parts shall be available via emergency request and air freighted or delivered directly within twenty-four hours of the equipment failure. The Contractor may draw upon this spare inventory as necessary during the warranty/maintenance period, replacing those used on an as used basis. Offerors shall provide a list of the spare parts, with quantities, that will be needed to maintain the system and meet the response times required.

F. FCC Licenses

The Contractor shall be responsible for licensing and coordination of FCC licenses. The Contractor shall research and prepare any FCC forms and submittals needed to provide same the County for signature and submittal. The respondent shall coordinate with the County for details regarding frequency licensing. The County shall be responsible for licensing fees, if applicable.

G. Coverage & Tower Sites

1. The proposed system shall provide coverage throughout at least 85% of the bounded area of the County; UHF portable talk-out and talk-in (portable located at head level).
2. The proposed system shall provide coverage throughout at least 90% of the bounded area of the County; UHF mobile talk-out and talk-in.
3. Offerors are required to include coverage maps for both mobiles and portables in their proposals and shall use a coverage prediction model that accounts for land cover and terrain.
4. Offeror shall consider the existing tower sites as potential locations for the system equipment. If the Contractor cannot meet the coverage requirements using these sites, the Contractor shall be responsible for identifying additional and/or alternative sites. Alternatives may include co-location on municipal water tanks and privately owned telecommunication towers or construction of new tower sites. The County does not own any towers.
5. Service areas that are found not to meet the coverage levels specified in this RFP, shall be addressed and corrected by the Contractor at the Contractor's expense. Corrective action shall

be completed within six months of when the problem area is identified and communicated to the Contractor.

H. Project Submittals

1. All project submittals shall be subject to review and approval by the County.
2. All submittals shall be provided in hard copy and in electronic format.
3. All submittals shall include a cover letter or transmittal sheet, signed, dated, and fully describing the contents of the submittal.
4. Preliminary design submittals shall be provided no more than sixty (60) days after the contract award and shall include a detailed project schedule, system diagrams and engineering reports, channel plans, coverage test plans.
5. Final design submittals shall be provided not more than ninety (90) days after contract award and shall include any updates to previously submitted design information, system operation and maintenance manuals for all equipment, factory test data, and site installation drawings.
6. The Contractor shall submit a detailed Staging Acceptance Test Plan (SATP), outlining a comprehensive series of tests that will demonstrate proof of performance. The SATP shall be submitted no later than 15 business days before the testing starts.
7. The selected vendor shall submit a Bill of Materials/packing list with each shipment of equipment to the County. The packing list must include the Manufacturer Model and Serial Number of each item.
8. The selected vendor shall submit a detailed Final Acceptance Test Plan (FATP), outlining a comprehensive series of tests that will demonstrate proof of performance and readiness for final acceptance by Owner. The FATP shall be submitted no later than 15 business days before the testing starts, and shall be approved no later than 5 business days before the testing starts.
9. The selected vendor shall submit two final and complete sets of as-built documentation, including field test reports, coverage testing reports, warranty documentation, as-built system diagrams & site drawings.

IV. ALTERNATE PROPOSALS

The County, at the County's discretion, may accept alternate proposals for evaluation, provided that the technology proposed provides the features, functions, performance and reliability of the specifications. Alternate proposals shall follow the required proposal outline. Alternate proposals will be evaluated based on the selection criteria established in this RFP.

It is the intent of the County to purchase a system designed and manufactured around proven technology. The County may, at its discretion, reject alternate proposals based on technology that is unproven or not yet certified by the Federal Communications Commission (FCC).

V. PRICING & PAYMENT TERMS

A. Pricing

1. The County anticipates financing this project over a multi-year period. Respondents shall include an outline of financing options in the proposal to include: ten (10) year lease, ten (10) year lease-purchase, and outright purchase.
2. Pricing for equipment should be per unit, allowing the County to add additional units or remove units at the quoted rate at any time during the contract.
3. Contractor's pricing proposal shall address maintenance contracts, service contracts, and any annual escalator in the subscriber rate.

B. Payment

Negotiated prices shall be firm and shall not be subject to increase during the term of any contract that arises between the County and the Contractor as a result of this RFP except in accordance with law. Payment for services related to this contract will be made on a milestone completion basis. Milestone payments will not be made until all submittals required prior to milestone completion have been received and approved by the County. Milestones and payment percentages are as follows unless otherwise negotiated:

<u>Milestone</u>	<u>Payment Percentage</u>
Submission and Approval of Detailed Design Review	15%
Completion of Staging Tests	15%
Delivery of Equipment and Software	25%
Completion of Installation & Programming of Equipment	15%
Final System Acceptance	30%

VI. SUBMISSION OF PROPOSALS

A. Submission Procedures

1. To receive consideration your proposal with original signature along with six (6) hardcopies and one electronic copy must be received in the Charlotte County Administrator's Office no later than 4:00 pm on July 12, 2018.
2. The submission of proposals by fax, phone, e-mail, or verbal offer will not be accepted.
3. The original proposal must be clearly identified on the outside cover.
4. All proposals must be in a sealed package clearly marked "RFP- Radio System."
5. It is the responsibility of each Offeror to see that their proposal is in the Office of the County Administrator by the specified time and date.
- 6. Please note that some overnight courier services cannot guarantee delivery to this location by 4:00 p.m. and plan accordingly.**
7. Any offers or amendments received by the County after the date and time specified for the scheduled opening of proposals will not be considered. Date of postmark will not be considered. There will be no extensions and no exceptions.

8. Submittals can be hand-delivered or mailed to the following address:

Charlotte County Administrator's Office
Attention: Monica Elder, Purchasing Agent
P. O. Box 608
250 LeGrande Avenue, Suite A
Charlotte Court House, Virginia 23923

B. Proprietary Information

All proposals submitted under this RFP shall become the property of Charlotte County and will be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*. However, the Offeror must invoke the protections of Section 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the material is submitted. The written notice must specifically identify the materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method, such as highlighting or underlining, and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

C. Proposal Content

All proposals should be prepared simply and economically. Emphasis should be on completeness and clarity of content. Respondents shall conform to the following format:

1. The cover page of this RFP completed & signed by an authorized individual
2. Completed State Corporation Commission Form (Page 16)
2. Table of Contents
3. Executive Summary
4. Qualifications
 - A description of the respondent's qualifications
 - Resumes of key personnel
 - A list of at least three systems of similar size and complexity installed by the client including system descriptions, cost, contact person & contact numbers
5. Description of the proposed system including equipment, software, design, and services to be provided
6. Description of quality control methods, redundancy, security measures and approach to system failures
7. Coverage Predictions
8. Preliminary Schedule
9. Additional information to include the following:
 - Contractor license information

- Information on current client workload and the projects for which you are under contract
 - Any other information the respondent deems relevant to the project
10. Pricing

D. Additional Information

The County may contact the Offeror to clarify any response, may solicit information from any available sources concerning any aspect of the proposal, and may seek and review any other information deemed pertinent to the evaluation process.

VII. QUESTIONS & ADDENDA

A. Questions

1. All questions regarding this RFP must be submitted in writing. Questions can be e-mailed or hand-delivered to the Charlotte County Purchasing Agent, Monica Elder, and must be received no later than 4:00 pm on May 30, 2018.
2. All revisions to this solicitation will be provided in an official written addendum.
3. The County will not assume responsibility for claims of oral instructions.

B. Addenda

1. All addenda issued shall become part of this RFP.
2. Addenda will be posted on the Virginia procurement website, www.eva.virginia.gov & on the Charlotte County website, www.charlotteva.com.
3. It is the sole responsibility of each Offeror to ensure that he/she obtains a copy of all addenda.

VIII. SELECTION PROCEDURE AND EVALUATION OF PROPOSALS

The evaluation and selection processes will be governed by and completed in accordance with the Virginia Public Procurement Act (VPPA). If any provision of this RFP is found to be inconsistent or in conflict with such policy, the terms of the VPPA shall govern.

A. Selection Process

1. Using the proposal evaluation criteria specified in this RFP, the County will review all proposals received.
2. After review of the proposals, the County shall engage in discussion meetings and/or interviews with two or more Offerors who have been deemed to be fully qualified, responsible, responsive, and suitable to provide the services set forth by this RFP. The Offerors shall be encouraged to elaborate on their qualifications and expertise pertinent to the proposed project.

3. At the conclusion of the interview stage, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the evaluation criteria specified below. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
4. Should the Charlotte County Board of Supervisors determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

B. Proposal Evaluation Criteria:

The following criteria will be used to review and evaluate Offerors’ proposals:

Description	Points
Qualifications and Experience, including, but not limited to, demonstrated ability and reputation in designing and completing similar projects, proposed project team and client references	25
System Design & Capabilities including, but not limited to, coverage guarantee, proposed equipment & infrastructure, features and functionality	30
Proposed project Schedule	10
Support Services Offered including, but not limited to, training, warranties, and maintenance services	10
Pricing and Proposed Fee Structure	25

IX. SPECIAL TERMS AND CONDITIONS

A. Insurance

The selected Offeror shall, during the entire performance of the contract, keep in force at least the following minimum limits of Insurance:

1. Workers compensation insurance - shall comply with requirements of the laws of the Commonwealth of Virginia.
2. Professional Liability - minimum \$1,000,000 per occurrence, \$2,000,000 aggregate.
3. General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage to include bodily injury and property damage, personal injury, products and completed operations coverage.

The selected Offeror shall furnish an original Certificate of Insurance prior to commencing work. Charlotte County shall be named as an additional insured and so endorsed on the policy. No insurance certificate is required at the time of proposal submission.

B. Ownership of Contract Documents

One reproducible copy of every drawing, plan, specification and map prepared or obtained under the terms of the Contract shall be delivered to and become the property of the County; electronic versions in PDF, CADD and GIS format of each shall also be provided. Basic survey notes and sketches, charts, computations and other data shall be made available upon request to the County without restriction or limitation on their use.

C. Ethics in Public Procurement

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 subcontractor 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, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

D. Termination of Contract for Convenience

Charlotte County, by written notice, may terminate the resulting contract in whole or in part when it is determined by the public body to be in the County's best interest. Termination shall be effected by serving a notice of termination. In the event of termination pursuant to this paragraph, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of this termination.

E. Termination of Contract by Default

Should the selected Offeror fail to deliver the services in accordance with the contract terms and conditions, the County has the right to terminate any contract resulting from this solicitation for default. Termination shall be effected by serving a notice of termination stating the manner of the default. In the event of termination pursuant to this paragraph, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of this termination less any fines or other fees that may be withheld.

X. GENERAL TERMS AND CONDITIONS

- A. All proposals must be submitted in accordance with this RFP. All information received shall become part of the proposal.

- B. The Offeror certifies that it knows of nothing that could raise the issue of conflict of interest with regard to this RFP.
- C. A contract shall be deemed executory only to the extent of appropriations available for the purchase of such the same or similar goods or services as requested in this proposal. Future obligations shall be subject to future appropriations, if any, by the Board of Supervisors. Nothing contained herein shall be construed to require any future obligation by the Board of Supervisors.
- D. The award of a contract shall be at the sole discretion of the County Board of Supervisors. The award shall be based upon the evaluation of all information made available to the County. The Board reserves the right to enter into any contract deemed to be in its best interest. The County shall not be obligated to furnish a statement of the reason why a proposal was not deemed to be the most advantageous.
- E. An officer of the proposing Offeror must sign the proposal and all issued addenda. Such signature shall bind the Offeror to all obligations under this RFP.
- F. The Offeror agrees that their proposal shall be good and may not be withdrawn for a period of ninety (90) days.
- G. The County shall not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal or participating in the interview and negotiation processes.
- H. All proposals shall become the property of Charlotte County. In accordance with the VPPA, they will not be open for public inspection prior to final selection by the Board of Supervisors.
- I. The County Board of Supervisors reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP.
- J. This RFP, any subsequent contract and the work performed there under shall be governed in all respects by the laws of the Commonwealth of Virginia. The Offeror shall comply with applicable federal, state, and local laws and regulations.
- K. The Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the County.
- L. The Offeror shall indemnify and save harmless Charlotte County, its supervisors, officers, agents, servants, and employees from and against any and all liability, claims, losses, suits, legal proceedings, and costs occurring from any cause whatsoever in any work required by this RFP.

- M. The Offeror shall agree to the nondiscrimination provisions set out in § 2.2-4311, Code of Virginia.
- N. The Offeror shall agree to the drug-free workplace provisions set out in § 2.2-4312, Code of Virginia.
- O. The Offeror shall agree to comply with all federal immigration laws. The Contractor shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- P. **Proof of Authority to Transact Business in Virginia**
In accordance with § 2.2-4311.2, Code of Virginia, Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any Offeror not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement describing why they are not required to be so authorized.



**Charlotte County, Virginia
State Corporation Commission Form**

Complete Legal Name of Offeror: _____

Virginia State Corporation Commission (SCC) registration information.

The Offeror:

is a corporation or other business entity with the following SCC identification number:

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):