Title: Sussex County Term Contract for Third-Party Project Oversight, Inspection, and Compliance Services

Issue Date: **October 29, 2026**

Due Date: **November 13, 2026 at 2:30 pm**

By Mail: Sussex County
Attn: Shilton Butts
P.O. Box 1397
Sussex County, VA. 23884

In Person: 20135 Princeton Road
Stony Creek, VA 23882

Electronic submissions may also be sent to: Email: sricks@sussexcountyva.gov

OFFERORS AGREE TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP IN ACCORDANCE WITH THE REQUIREMENTS OF TERMS & CONDITIONS SPECIFIED HEREIN.

Pre-proposal Meeting: A pre-proposal conference will not be held.

Inquiries: Questions related to this project should be directed to Percy Ashcraft, County Administrator by phone at 434-246-4395 or by email at pashcraft@sussexcountyva.gov

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

In compliance with this Request for Proposal (RFP) and all conditions imposed in this RFP, the undersigned hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned hereby certifies that all information provided below and, in any schedule, attached hereto is true, correct, and complete.

Name and Address of Company:	
Name (Printed):	Phone Number:
Title:	Fax Number:
Email:	FEI/FIN #:
Signature:	

SUSSEX COUNTY
REQUEST FOR PROPOSAL #27-03

SUSSEX COUNTY THIRD PARTY INSPECTION SERVICES

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SECTION I. PURPOSE, BACKGROUND, SCOPE OF SERVICES AND CONTRACT.

A. PURPOSE

The purpose of this Request for Proposal is to solicit sealed proposals through competitive negotiation to establish a term contract for third-party project oversight, technical review, inspection, and compliance services. These services are intended primarily to support the County's review, permitting, construction oversight, and compliance monitoring of utility-scale solar energy facilities, but may also be utilized for other development projects as authorized by the County.

The resulting contract may be utilized for multiple solar energy projects during the contract term, as authorized by the County. Services may be assigned through individual, project-specific work orders identifying the scope of services, applicable hourly rates, estimated costs, and authorized compensation.

All services shall be performed under the direction of the County and are intended to supplement, rather than replace, the County's existing review, inspection, permitting, and enforcement functions. The County shall retain all applicable regulatory authority and responsibility, including final determinations regarding compliance with applicable laws, regulations, approved plans, permits, and conditions of approval.

The County makes no guarantee regarding the number of projects, work orders, or total compensation under the resulting contract.

B. BACKGROUND

Sussex County anticipates significant utility-scale solar energy development, including several large projects that will require extensive review, construction oversight, inspections, and ongoing compliance monitoring. Given the size, complexity, and duration of these projects, the County seeks qualified third-party assistance to supplement its existing staff capacity and technical expertise.

These services may include technical review of plans and supporting documentation; construction coordination and oversight; building, electrical, erosion and sediment control, and stormwater inspections; and monitoring compliance with approved plans, permits, Conditional Use Permit conditions, and applicable regulatory requirements.

The County anticipates utilizing these services initially for the solar energy projects identified below, although additional projects may be assigned during the contract term. The nature, extent, and timing of services will vary by project and will be determined by the County based on project needs, applicable approvals, and available staff resources.

Project Name	Location	Development Area	Project Area	Rated Capacity
Cassius Blue Solar	Along Walkers Mill Road (Rt. 619), Concord Sappony Road, Stewart Road (Rt. 681), and Hunt Road (Rt. 656) within the Jarratt, VA 23867 area.	2,214 acres	4,811 acres	394 MW
Blackwater Solar	Along Courtland Road (Rt. 628), and properties located in the area of Brittles Mill Road (Rt. 620), Barrett Church Road (Rt. 605), Turkey Pen Road (Rt. 729), Cedar Sign Post Road (Rt. 622), Walter Lanier Road (Rt. 740), Union Hill Road (Rt. 606), Beaverdam Road (Rt. 622), and Union Camp Drive (private) within the Wakefield, VA 23888 area	4,200 acres	8,355 acres	500 MW

C. SCOPE OF SERVICES

Sussex County seeks qualified firms to provide third-party project oversight, technical review, inspection, and compliance monitoring services for utility-scale solar energy facilities and other development projects as authorized by the County. Services shall support the County in ensuring that development occurs in accordance with approved plans, permits, Conditional Use Permit (CUP) conditions, and applicable local, state, and federal requirements.

The County may require any combination of the services described below, depending on the nature and requirements of an individual project. Services shall be authorized through project-specific work orders and performed under the direction of designated County staff.

1. Project Management and Construction Oversight

   - Serve as a designated point of contact for construction-related coordination among the County, project developer, construction contractors, design professionals, and applicable regulatory agencies.
   - Monitor project schedules, construction activities, and implementation of approved construction management and mitigation plans.
   - Assist County staff in coordinating technical reviews, inspections, and compliance activities throughout construction.
   - Attend project meetings, conduct site visits, and provide regular updates to the County regarding construction progress, compliance issues, and matters requiring County attention.
   - Identify potential conflicts, deficiencies, or deviations from approved plans and permit conditions and recommend appropriate corrective actions to the County.

2. Technical Plan Review and Evaluation

   - Provide independent technical review of development plans, engineering documents, studies, and other materials submitted in connection with project permitting and approval.
   - Review site plans, grading plans, erosion and sediment control plans, stormwater management plans, construction management plans, road improvement and repair plans, and other supporting documentation, as assigned.
   - Evaluate proposed construction methods, technical specifications, and other project components for consistency with applicable requirements and approved plans.
   - Provide independent review of cost estimates and financial security amounts associated with grading, stormwater management, landscaping, road improvements, decommissioning, and other required improvements.
   - Review decommissioning plans and associated cost estimates, including evaluations requiring the services of a licensed professional engineer.

- Prepare written technical findings, recommendations, and comments for consideration by County staff.

3. Construction Inspections
   - Conduct inspections of project improvements, structures, equipment, and associated infrastructure, as assigned by the County and consistent with applicable laws and required qualifications.
   - Provide building, structural, mechanical, electrical, and other trade-specific inspection services, including inspections of foundations, mounting systems, structural connections, electrical systems, battery energy storage systems, fire protection systems, and accessory structures, as applicable.
   - Conduct inspections of erosion and sediment control measures, stormwater management facilities, grading activities, drainage improvements, and site stabilization.
   - Verify construction progress and consistency with approved plans, applicable codes, permits, and conditions of approval.
   - Conduct follow-up inspections to document whether previously identified deficiencies have been corrected.
   - Perform special inspections or technical evaluations when requested by the County and within the qualifications and authority of the assigned personnel.

4. Compliance Monitoring and Verification
   - Monitor development activities for consistency with applicable CUP conditions, approved plans, permits, and regulatory requirements.
   - Review and monitor implementation of construction management and mitigation measures, including construction hours, traffic routing, dust control, site access, staging areas, and other applicable requirements.
   - Verify implementation and maintenance of required setbacks, vegetative buffers, landscaping, security fencing, environmental protection measures, and other site improvements.
   - Assist the County in monitoring compliance with erosion and sediment control, stormwater management, and site stabilization requirements, including periodic and storm-event inspections as authorized by the County and required by applicable regulations.
   - Conduct periodic inspections during project operation, as authorized by the County, to evaluate continued compliance with applicable permits, approved plans, and conditions of approval.
   - Document potential violations, deficiencies, or other compliance concerns and provide recommendations to County staff regarding necessary corrective actions.

5. Reporting, Documentation, and Coordination
   - Prepare written inspection reports, technical evaluations, compliance findings, and other documentation appropriate to the services performed.
   - Maintain records of site visits, inspections, identified deficiencies, corrective actions, and follow-up activities.
   - Provide regular progress and compliance reports to designated County staff in a format and frequency established by the County.
   - Notify designated County staff promptly of significant compliance deficiencies, unsafe conditions, environmental incidents, or other matters requiring immediate attention. Other identified deficiencies shall be reported within 48 hours of discovery, unless otherwise directed by the County.
   - Submit all reports and findings to the County for review prior to distribution to project developers, contractors, or other parties, unless otherwise authorized by the County.
   - Coordinate communication of technical findings and corrective actions with project representatives, contractors, design professionals, and regulatory agencies, as directed by County staff.

6. County Authority and Responsibilities

All services provided under this contract shall supplement the County's existing review, inspection, permitting, and enforcement functions. The selected contractor shall perform services under the direction of the County and shall not independently exercise regulatory or enforcement authority reserved to the County or other authorized governmental officials.

The County shall retain responsibility for final approval of plans, permits, inspections, determinations of compliance, enforcement actions, and acceptance or release of required financial securities, except to the extent otherwise expressly authorized by applicable law.

The contractor shall identify personnel possessing the qualifications, certifications, and professional licenses necessary to perform assigned services. The County reserves the right to determine which services will be assigned to the contractor and which will be performed directly by County staff or other authorized entities.

D. CONTRACT

I. Term. The term of any resulting contract awarded hereunder shall be for a three-year term. Sussex County shall have the option, at its sole discretion, to renew the contract for two additional one-year terms.

II. Contract Documents. The terms and conditions of any contract awarded by the County shall be governed by the following documents, each of which is incorporated into the contract by reference. In the event of any conflict or inconsistency among the documents, the documents shall control in the following order of precedence:

1. The resulting Contract;
2. Any written amendments or modifications to the Contract executed by authorized representatives of both parties;
3. This RFP; and
4. The Contractor's Proposal.

In the event of a conflict or inconsistency between the Contract and any of the other documents listed above, r, the Contract shall control.

SECTION II. INSTRUCTIONS TO OFFERORS

A. PROPOSAL SUBMISSION GUIDELINES

I. Proposals shall contain the following information, in the order listed:

1. Cover page of this RFP, which contains:
    i. Acknowledgement of all addenda (if any).
    ii. Requested contact information.
    iii. Original signature of an agent authorized to bind the company.
    iv. Company FEI/FIN number
2. Completed SCC required form **(Attachment A).**
3. **Completed Pricing Schedule (Attachment B).**
4. Completed Contractor's References: A **minimum** of Six (6) references for which Offeror has completed services comparable to those described in this RFP. For each reference, detail:
    i. Name of firm;
    ii. Address of firm;
    iii. Name, title, address, e-mail address, and phone and facsimile numbers of a contact for the firm;
    iv. Number of years Offeror has served the firm; and
    v. Brief summary of scope of services provided.

II. Disposition of Proposals. Ownership of all data, materials, and documentation originated and prepared for Sussex County pursuant to the RFP shall belong exclusively to Sussex County

and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

III. Proprietary Information/Non-Disclosure. Offeror is advised that § 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to §2.2-4342, the Offeror must invoke the protections of this section, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected 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, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Information submitted that does not meet the above requirements will be considered public information in accordance with Virginia Code.

IV. Offeror must submit one (1) original and three (3) copies of each proposal to Sussex County. Each copy must contain an original signature. All pages of the RFP should be numbered.

V. RFP Due Date. Offers shall submit Proposals in a sealed envelope or package. Clearly label the shipping/mailing packaging as well as the outside of your sealed envelope or package with the proposal item number, closing date and time, and your firm's name and address. **Proposals received by telephone, telegraph, facsimile shall not be accepted.** Offeror shall ensure its proposal is delivered to the County no later than the Proposal Date and Time shown on the cover page of this RFP.

The official time used for the receipt of responses is determined by reference to the clock designated by the Administration Office. The Administration Office shall determine when the proposal receipt deadline has arrived.

VI. Late Proposals: Any proposal received after the exact time specified for receipt of the proposal is considered a late proposal. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Offeror to ensure their proposal reaches the location shown on the cover page of this RFP by the designated date and hour.

1. Late proposals will be returned to the Offeror UNOPENED, if solicitation number and Offeror's return address is available.
2. If the County closes its offices due to inclement weather the receipt of proposals will be extended to the next business day, same time.

VI: EVALUATION OF CRITERIA

Proposals shall be evaluated by the County using the following criteria:

- Qualifications and Experience: Demonstrated experience providing project oversight, technical review, construction inspections, and compliance monitoring services for utility-scale solar energy facilities or other large, complex development projects. Experience providing comparable services to local governments and under term contracts will be considered.
- Qualifications of Proposed Personnel: Education, professional qualifications, certifications, technical expertise, and relevant experience of personnel proposed to

perform services under the contract, including any specialized consultants or subcontractors.

- Approach to Providing Services: Demonstrated understanding of the County's needs and proposed approach to project coordination, technical reviews, inspections, compliance monitoring, documentation, and communication with County staff and project representatives.
- Capacity and Responsiveness: Ability to provide services in a timely manner, including availability of qualified personnel, proximity to project locations, response times for routine and urgent requests, and capacity to support multiple projects or assignments concurrently.
- Scope and Availability of Services: Range of services the Offeror is qualified and available to provide, including its ability to undertake individual assignments of varying size, duration, and complexity.
- Past Performance and References: Demonstrated performance on comparable projects, including quality of services, responsiveness, reliability, and ability to complete assignments within established schedules and authorized budgets, as supported by client references.
- Cost of Services: Proposed hourly rates and other applicable costs, evaluated in relation to the qualifications, experience, and services offered, to the extent permitted by applicable procurement requirements.

VII: CLARIFICATION OF TERMS

Please direct any questions or requests for documents to Percy Ashcraft at pashcraft@sussexcountyva.gov or by phone 434-246-4395. Deadline to contact Percy Ashcraft for concerns, questions or requests is **November 10, 2026** at 4:30 p.m. All questions or requests for information should be submitted on a Request for Information so that all offerors may benefit from the same information.

VIII: INSURANCE

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will, at its own expense, have the insurance coverage set forth below at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Contractor must submit to Sussex County Accounting Department certificates of insurance prior to beginning of work. It is the responsibility of the contractor to immediately notify Sussex County should any policy be cancelled or changed. All insurance carriers shall waive any and all subrogation against the County, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement. Failure to notify Sussex County shall constitute a material breach of contract and may result in termination of the contract.

A. Minimum Insurance Coverages and Limits Required:
   1. Workers' Compensation – Virginia statutory requirements and benefits.
   2. Employer's Liability - $1,000,000 per occurrence
   3. Automobile Liability - $1,000,000 combined single limit. Coverage should include all owned, hired and non-owned automobiles.
   4. Miscellaneous Error and Omissions $1,000,000 per occurrence
   5. Commercial General Liability $1,000,000 per occurrence; $2,000,000 general aggregate. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.
   6. Professional Liability - $2,000,000 per claim and $2,000,000 annual aggregate

IX: AWARD

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 factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the selected offerors. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the Request for Proposal in writing at the time of responding to such Request for Proposal if so requested by the County. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. Price shall be considered but need not be the sole or primary 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 provides the best value, and shall award the contract to that offeror. The County may make multiple awards if the County determines in its best interest. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

X. RIGHT TO ACCEPT OR REJECT OFFERS

The County reserves the right to accept or reject any or all offers in whole or in part and to waive any informalities. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.

SECTION III. CONTRACT TERMS AND CONDITIONS

A. ANNOUNCEMENT OF AWARD: Notice of Award or Notice of Intent to Award will be posted on the County's website when a decision is made.

B. APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of Sussex County. Contractor expressly waives any objection to venue or jurisdiction of the Sussex County Circuit Court.

Each of the parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either party for any claim, demand, action, or cause of action, arising out of the contract. Each of the parties hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury.

The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION

1. By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin

and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (Code of Virginia, § 2.2-4343.1E).

In every contract over $10,000 the provisions in A and B below apply:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service, disabled veteran, status as a military family or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Contractor will include the provisions of (A) above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **DRUG-FREE WORKPLACE.** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

E. **PROHIBITION OF FORCED OR INDENTURED CHILD LABOR.** For contracts for good and **services** that exceed $10,000, the Contractor certifies and agrees to: (i) prohibit the use of forced or indentured child labor in the performance of this Contract, and (ii) include the provisions of the foregoing clause in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

F. **ASSIGNMENT OF CONTRACT.** The resulting contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

G. **CONTRACTUAL DISPUTES.** Disputes and claims arising under the resulting contract shall be processed pursuant to the Code of Virginia 2.2-4363, as amended.

H. **ETHICS IN PUBLIC CONTRACTING.** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or 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, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

I. **IMMIGRATION REFORM AND CONTROL ACT OF 1986.** By entering into a written contract with Sussex County, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in Sussex County, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

J. **INDEPENDENT CONTRACTOR.** The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the County.

K. **LICENSES AND PERMITS.** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County. Further, all firms doing business in the County of Sussex are required to be licensed in accordance with the County of Sussex business license ordinance unless an exemption applies. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, Physical Address: 15074 Courthouse Road, Sussex, VA 23884/Mailing Address: P.O. Box 1398, Sussex, VA 23884.

L. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER.** In accordance with Code of Virginia § 2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the Bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the County use and acceptance of such form, or its acceptance of Contractor's statement describing why the Bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

M. **DEBARMENT STATUS.** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or County.

N. **ANTITRUST. By** entering into a contract, the contractor conveys, sells, assigns, and transfers to Sussex County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Cumberland County under said contract.

O. **TERMINATION FOR CONVENIENCE.** Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

P. **INDEMNIFICATION.** Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of , and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this contract, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

Pursuant to Virginia law, the County, Virginia may not indemnify any party for any purpose. Any provisions in this contract providing to the contrary are hereby deleted.

Q. **TAXES.** Include only taxes applicable to the project in this bid or proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax-exempt status will be furnished by the County upon request.

Said taxes shall not be added to the resulting contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor.

R. **TESTING AND INSPECTION.** The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

S. **DEFAULT.** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

T. **COUNTERPARTS; ELECTRONIC SIGNATURES**. This resulting contract may be executed simultaneously in any number of counterparts, each of which may be deemed to be an original, and all of which may constitute but one and the same instrument.

U. **OWNERSHIP OF DOCUMENTS.** All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of Services required by the resulting contract, and shall not be used by the Contractor on any other project or in connection with any other person

or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to the resulting contract, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

V. **ANTI-TRUST.** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under said contract.

W. **CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS.** Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole determination, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.

X. **HEADINGS.** Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.

Y. **QUALIFICATIONS OF OFFERORS.** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

Z. **USE OF BRAND NAMES.** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.

AA. **METHOD OF PAYMENT.** Payment will be made 30 days after properly invoiced to the County.

BB. **AUDIT.** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment.

CC. **PROPOSAL BINDING.** Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing date of this RFP.

ATTACHMENT A

STATE CORPORATION COMMISSION REGISTRATION

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 offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

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

****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 proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENT B
PRICING SCHEDULE

Offeror Name: _____

A. Hourly Rate Schedule
Offerors shall provide firm hourly rates for the inspection services listed below.

Project Management Services	**Hourly Rate**
Project Coordination & Oversight	$
Schedule & Activity Monitoring	$
Meetings/ Site Visits	$
Issue Identification & Reporting	$
Construction Inspection Services	**Hourly Rate**
Building/Structural	$
Electrical/Mechanical/BESS/Fire Protection	$
Special Inspections	$
Plan Review Services	**Hourly Rate**
Site / Grading / Erosion and Sediment Control	$
Construction Management	$
Road Improvement	$
Decommissioning	$
Compliance Monitoring Services	**Hourly Rate**
Consistency with CUP conditions and other approvals	$
Erosion & Sediment Control/ Stormwater	$
Buffer/ Landscaping/ Setbacks	$
Construction Management and Mitigation	$
Reporting, Documentation, and Coordination	**Hourly Rate**
Inspection & Compliance Reports	$
Technical Findings/ Evaluations	$
Recordkeeping & Coordination	$

B. Additional Pricing Information
1. Travel Expenses
Routine travel to and from project sites within the County shall be included in the hourly rates.

2. Inspection Reports
Preparation and submission of routine inspection reports, deficiency documentation, and communications with County staff shall be included in the applicable hourly rates.

C. Certification of Pricing
The undersigned certifies that the prices submitted are accurate and include all costs necessary to perform the specified services in accordance with the RFP.

Authorized Representative: _____
Title: _____
Signature: _____
Date: _____