



## GOOCHLAND COUNTY

Purchasing Department

P.O. Box 10, Goochland, Virginia 23063-0010

Phone : 804.556.5802 Fax: 804.556.5676

Email : [tthompson@goochlandva.us](mailto:tthompson@goochlandva.us)

### REQUEST FOR PROPOSALS

**DATE OF THIS REQUEST: January 5, 2026**

**DESCRIPTION: Construction Advisory Services**

**QUESTION DEADLINE: January 26, 2026, 11:00 a.m. Local Prevailing Time (LPT)**

**PROPOSAL DEADLINE: February 20, 2026, 2:00 p.m. Local Prevailing Time (LPT)**

**SUBMISSION: Electronic responses will be accepted via DemandStar only at [DemandStar Goochland County Procurement Opportunities](#) APPENDIX A – Registering DemandStar - Goochland County**

**Mailed or Walk-in Delivered response will be accepted at:**

**Goochland County Administration Building**

**Tosh Thompson, Purchasing Manager**

**1800 Sandy Hook Road, 352**

**Goochland, VA 23063**

**The face of the container shall be clearly marked as follows:**

**RFP#: 2027-01**

**RFP FOR: Construction Advisory Services**

**OPEN: NO PUBLIC OPENING**

**Proposals must be submitted by the date and time stated above or they will remain unopened. No allowance will be made for postmark or error in delivery to incorrect address. It is the sole responsibility of the offeror to ensure timely and correct delivery of proposal to the Purchasing Department, Room 352, 3<sup>rd</sup> floor of the County Administration Building at the corner of Routes 522 and 6.**

#### **IMPORTANT – PLEASE NOTE:**

**Not all overnight delivery services guarantee timely next day delivery to this location. Please check with the service you use.**

**For information relating to this RFP, contact:**

Tosh Thompson, Purchasing Manager

Ph: 804.556.5802

Fax: 804.556.5676

**RFP# 2027-01, CONSTRUCTION ADVISORY SERVICES**

[tthompson@goochlandva.us](mailto:tthompson@goochlandva.us)

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

Offeror further agrees that conditions herein have been carefully read, and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

Name and Address of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

FEI/FIN NO. \_\_\_\_\_

State Corporation Commission (SCC) NO. \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

ACKNOWLEDGE RECEIPT OF:

Addendum 1 \_\_\_\_\_

Addendum 2 \_\_\_\_\_

Addendum 3 \_\_\_\_\_

SUBMIT WITH PROPOSAL

\_\_\_\_\_ Obligation of Offeror

\_\_\_\_\_ Certification of Non-Collusion (Attachment A - page )

\_\_\_\_\_ W-9 Form

\_\_\_\_\_ Trade secrets or proprietary information, provide page numbers

## **PURPOSE**

Goochland County is seeking to solicit proposals from qualified firms with demonstrated experience in providing project management and construction advisory services for large-scale industrial or manufacturing facilities. The selected firm will assist the County by supporting schedule management, risk identification and mitigation, infrastructure and utility coordination, and interagency review and communication, while facilitating effective coordination among County departments, external agencies, the end user, and design and construction teams. Services will be performed in an advisory and coordination capacity and shall not supersede the authority of the County, regulatory agencies, or contracted design and construction professionals.

## **BACKGROUND**

Eli Lilly and Company has announced a proposed investment of approximately \$5 billion to construct a pharmaceutical manufacturing facility in Goochland County, Virginia. Given the scale, complexity, and anticipated five-year design and construction timeframe of this project, Goochland County and the Goochland County Economic Development Authority (the County) seek to procure project management and coordination services to support the County and the end user throughout the development process.

## **SCOPE OF SERVICES**

### **1. General Scope and Procurement Classification**

The services described herein are primarily project management, coordination, and advisory services and are intended to be procured as nonprofessional services in accordance with the Virginia Public Procurement Act (Code of Virginia § 2.2-4300 et seq.).

The Contractor shall not perform services that constitute architecture, professional engineering, land surveying, or other services defined as “professional services” under the VPPA, unless expressly authorized in writing by the County and procured in compliance with applicable statutory requirements. Any professional services, if required, shall be incidental and subordinate to the nonprofessional project management services described herein.

The Contractor shall provide a qualified Project Manager to serve in an advisory and coordination capacity on behalf of the County and shall not replace or supersede the authority of the County, regulatory agencies, or the end user’s contracted design or construction professionals.

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### **2. Task 1 – Project Manager Qualifications and Staffing**

2.1 The Contractor shall assign a dedicated Project Manager to the project for the duration of the engagement.

2.2 The assigned Project Manager shall possess a Bachelor of Science degree in Construction Management, Building Construction, Engineering, Architecture, or an equivalent combination of education and experience demonstrating the ability to perform the required services.

2.3 The Project Manager shall have a minimum of five (5) years of relevant project or construction management experience on comparable large-scale or complex projects.

2.4 Project Management Professional (PMP) certification is desirable but not required.

2.5 The Project Manager shall demonstrate the ability to manage schedules, conduct and document meetings, maintain project records, communicate effectively with multiple stakeholders, and exercise sound judgment and decision-making skills.

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### **3. Task 2 – Design Phase Project Management and Coordination**

During the design phase, the Contractor shall provide the following nonprofessional project management and coordination services:

3.1 Collaborate with the County and the end user to develop and maintain long-term and short-term project plans, including schedules, milestones, and deadlines, from project approval through occupancy and closeout.

3.2 Schedule, organize, facilitate, and document bi-weekly or monthly coordination meetings between the County and the end user to support timely design development and plan submissions.

3.3 Track and monitor design and plan submissions to support timely review and response by County staff and the end user’s design team.

3.4 Review design submissions, specifications, and related documents for general consistency with the approved project scope and objectives, without performing professional design review or certification.

3.5 Serve as the primary point of coordination between the County and the end user and assist the County in communications with project stakeholders.

3.6 Coordinate the submission of end user design documents to the County for review and comment.

3.7 Assist the end user in coordinating with utility providers and other external entities for items that are the responsibility of the end user.

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### **4. Task 3 – Construction Phase Project Management and Coordination**

During the construction phase, the Contractor shall provide the following nonprofessional project management and coordination services:

4.1 Schedule, conduct, and document bi-weekly or monthly project status meetings between the County and the end user to promote communication, coordination, and issue resolution.

4.2 In coordination with the County and the end user, assist in scheduling and attending preconstruction meetings.

4.3 Review the end user’s selected contractor’s proposed work plan and construction schedule for general logic, sequencing, and duration of activities, and coordinate with the overall project schedule.

4.4 Assist the end user in coordinating with utility providers and other external entities to support schedule adherence during construction.

4.5 Review construction schedules to confirm that adequate time is allotted for County review of submittals and inspections.

4.6 Monitor and report to the County on the end user’s contractor’s adherence to the approved schedule.

4.7 Review the contractor’s periodic progress schedules and updates in relation to actual construction progress.

4.8 Coordinate communications with the County Building Official to identify potential issues that may affect the quality or timely delivery of the work and notify the County of such issues.

4.9 Monitor outstanding submittals, Requests for Information (RFIs), and other items that may impact project progress and report relevant information to the County.

- 4.10 Observe construction progress and general quality of work and notify the County of any observed deficiencies or concerns.
- 4.11 Provide ongoing quality control and coordination support to help maintain the standards expected by the County throughout project development.
- 4.12 Coordinate with the end user to adjust schedules, milestones, and project targets as project needs, sequencing, or financing conditions change.

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#### **5. Task 4 – Reporting and Documentation**

- 5.1 Maintain accurate project records, meeting agendas, meeting minutes, action item logs, and schedule updates.
- 5.2 Provide regular written status reports to the County summarizing project progress, schedule status, identified risks, coordination issues, and recommended actions.

#### **OFFEROR MINIMUM QUALIFICATIONS**

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors shall submit documentation with their proposals indicating compliance with the minimum qualifications. The following criteria shall be met and presented in the Experience/References tab of the written proposal to be eligible for this contract:

1. Demonstrated experience in construction advisory services, including the development of well-organized and accurate master plans, capital improvement plans, and comprehensive project cost estimates derived from prior studies. Offerors shall submit a minimum of one (1) representative sample work product related to completed construction planning or advisory engagement, to include space standards, stakeholder questionnaires, data collection forms, cost estimates, schedules, risk assessments, and formal recommendations.
2. Specific professional experience providing construction advisory, owner’s representative, or program management services for projects of similar size, scope, and complexity, including pre-construction planning, budgeting, scheduling, and coordination with architects, engineers, and contractors.
3. Demonstrated ability to complete construction advisory assignments within established schedules and approved budgets, including experience managing scope, cost, and schedule controls throughout the planning and implementation phases.
4. Offerors must be properly licensed and authorized to conduct business in the Commonwealth of Virginia.

County may make such reasonable investigations as deemed proper and necessary to determine the ability of Offeror to perform the Work and/or furnish the item(s) and Offeror shall furnish to County all such information and data for this purpose as may be requested. County reserves the right to inspect Offeror’s capabilities. County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, Offeror fails to satisfy County that Offeror is properly qualified to carry out the obligations of the contract and to complete the Work and/or furnish the items contemplated therein.

**COUNTY RESPONSIBILITIES**

The County will designate an individual to act as the County’s representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County’s policies and decisions with respect to the contract.

**REQUEST FOR PROPOSAL SCHEDULE**

As a guideline, Goochland County anticipates the following timetable:

**Date Activity/Event**

January 5, 2026,	Issue Request for Proposals
January 26, 2026,	Deadline for questions is 11:00 a.m.
February 27, 2026,	Proposals due prior to 2:00 p.m.
March 12, 2026,	Conduct Oral Interviews with Offerors {Reserve this Date}
April/May 2026	Contract Award

## **INSTRUCTIONS TO OFFERORS**

See PROPOSAL PREPARATION AND SUBMISSION for detailed instructions.

1. All proposals must remain valid for 90 days from opening date.
2. Proposals will be time-stamped upon receipt and kept unopened in a secure location until opening.
3. No consideration will be given to date of postmark.
4. Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq). Proposals shall not be available for inspection by offerors until interviews, if scheduled, are completed. After award, all proposals become a matter of public record and are available for inspection by the general public. Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if Offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states 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. Redacted copies, clearly marked for proposals containing proprietary or confidential information, shall be submitted with proposals.
5. County will assume no responsibility for oral instruction or interpretation. Any question regarding the procurement solicitation shall be in writing (electronic transmission is preferred) and directed to Tosh Thompson, Purchasing Manager. Questions must be received by 11:00 a.m. on January 26, 2026. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any material change will be submitted to all Offerors through issuance of an addendum. Addenda will be posted on DemandStar [DemandStar Goochland County Procurement Opportunities](https://www.goochlandva.us/Bids.aspx), see APPENDIX A, the County website at <https://www.goochlandva.us/Bids.aspx> and eVA at <https://www.eva.virginia.gov>. Any contact with any County representative concerning this RFP is prohibited, except as outlined above. Such unauthorized contact may disqualify a firm from this procurement.
6. Each Offeror shall be prepared, if so requested by County, to present evidence of its experience, qualifications, and financial ability to carry out the terms of the Contract.
7. Proposals shall be signed by an authorized representative of Offeror. All information requested should be submitted. Failure to submit all information requested may result in County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

8. County reserves the right to reject any and all proposals and waive all informalities. In the event County rejects all proposals, County may readvertise or make the purchase on the open market.
9. Each Offeror shall submit a completed W-9 form with its offer. In the event of contract award, this information is required in order to issue purchase orders and payments to the firm. A copy of this form can be downloaded from [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf).
10. Any Offeror organized or authorized to transact business in Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia MUST include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any Offeror not required to be authorized to transact business in Virginia as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law MUST include in its bid or proposal a statement describing why Offeror is not required to be so authorized. Any Offeror failing 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 Virginia Code § 2.2-431.2 is granted by the County Administrator. County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code § 2.2-431.2.
11. The County intends to enter into a contract with the Successful Offeror in a form consistent with the attached Sample Contract. Exceptions to proposed contractual terms and conditions, other than such terms and conditions required by statute, regulation, ordinance, or standards developed pursuant to Virginia Code § 2.2-1132, shall be submitted in writing with the Offeror's proposal.
12. As used in this RFP, the terms "must," "shall," "should," and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. The inability of Offeror to satisfy a "must" or "shall" requirement does not automatically remove Offeror from consideration; however, it may seriously affect the overall rating of Offeror's proposal.
13. **Goochland Businesses.** It is the policy of Goochland County to facilitate the establishment, preservation, and strengthening of minority-owned businesses, service-disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Goochland County, and to encourage their participation in County's procurement activities. These businesses are encouraged to respond to all solicitations. In addition, County strongly encourages Offeror to actively solicit these types of businesses as subcontractors/suppliers for projects. Offeror is asked, as part of its submission, to describe any planned use of such businesses in fulfilling the requirement of this Request for Proposals.
14. **Ethics in Public Contracting.** This RFP incorporates by reference any applicable state or federal law related to ethics, conflicts of interest, or bribery, including the Virginia Conflict of Interests Act, the Virginia Governmental Frauds Act, and the Virginia Code. Offeror certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this solicitation, and that it has not conferred on any public employee having official responsibility for this solicitation 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. Offerors shall complete and submit the attached Certification of No Collusion (Attachment A), which will constitute material representations and warranties with respect to this Request for Proposals.

## **PROPOSAL PREPARATION AND SUBMISSION**

### **Proposal Package:**

Format of each proposal should contain the following elements organized into separate chapters and sections. The response should be as concise as possible and include only necessary information, tables, illustrations, photographs, etc. needed to adequately convey the requested information. The proposal can be provided front and back acceptable using text in no less than 12-font. Proposal content shall be prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. To provide each Offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required.

- 1. Obligation of Offeror:** Furnish the information requested on Page 2 Obligation of Offeror of this solicitation. The name stated must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

**Offerors shall specify on the Obligation of Offer sheet the section(s) containing trade secrets or proprietary information. Redacted copies, clearly marked for proposals containing proprietary or confidential information shall be submitted with proposals as a separate copy.**

- 2. Service Approach and Methodology:** In this section, offerors should provide, in detail, their approach and methodology to fulfilling the scope of services being solicited by this RFP and demonstrate their compliance with the requirements of the Scope of Services. If subconsultants are to be utilized, provide the services that they will be providing.
- 3. Offeror Experience, Qualifications, and Financial Stability:** In this section, offerors should demonstrate the Offeror's, and their staff's, qualifications and experience in providing the services as requested in this RFP. Submit cover letter current resumes of any staff that will be providing the services to the County. If subconsultants are to be utilized, provide similar information.

Offerors should provide, at a minimum, documentation demonstrating that they are regularly engaged in the services requested in Virginia.

Provide evidence of financial stability.

NOTE: Once awarded, No substitution of the staff represented above will be accepted without prior written approval by the County. Approval by the County will not be granted unless the Contractor can

demonstrate that the reason for the substitution is justified and the substituting individual has at minimum, an equivalent level of experience comparable to that of the individual being substituted.

4. **References:** Complete (Attachment B); provide at least four (4) clients similar services performed within the last five (5) years.
5. **Price Proposal:** In this section, offerors shall provide a complete Price Proposal in “NOT TO EXCEED” format.
6. **Exceptions** (if needed), this section Offerors shall list any exceptions taken to this Request for Proposal or Sample Contract Terms and Conditions. The County intends to make the RFP and the Successful Offeror’s proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.
7. **Insurance** Provide a copy of a valid certificate of insurance carried detailing limits.
8. **Licenses/Certificates:** Offerors shall also provide a copy of any licenses or designation.
9. **Other Information.** Include other relevant information Offeror deems it necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which Offeror deems are relevant to its selection.
10. **County Participation:** Based on the information provided in this Request for Proposals, Offeror should identify all materials and services expected from the County in addition to general assistance.

**Submission: DO NOT SUBMIT YOUR RESPONSE THROUGH eVA or the Goochland County website. Electronic responses are ONLY accepted through [DemandStar Goochland County Procurement Opportunities](#) and paper responses submitted directly to Purchasing will be considered.**

**Mailed or walk-in delivered responses:** In a sealed container include One (1) original signed paper version (clearly marked as “ORIGINAL”) and three (3) paper copies, one (1) electronic version on a USB “Thumb Drive”. The electronic version shall be an exact duplicate of the paper version. In case of a conflict between the original paper version and the electronic version, the original paper version shall prevail. Proposals (including all documents, schedules, reports, plans and other attachments) will not be returned. If proprietary and/or confidential information is included in the proposal, a second, “Redacted” paper and electronic version of the proposal shall be included on the USB “Thumb Drive” and be named “Redacted Version”.

**Electronic responses:** Electronic responses should only be submitted via the DemandStar website [DemandStar Goochland County Procurement Opportunities](#); See APPENDIX A Registering DemandStar – Goochland County. Submit One (1) fully completed and executed original Proposal, along with any other documentation required by this Request for Proposal Package, by the time herein specified via DemandStar. Proposer shall also supply one redacted copy (with proprietary and

confidential information removed) clearly marked REDACTED COPY. Except for the redacted information, the redacted copy must be identical to the original electronic proposal submitted copy.

All electronic files provided must be in a common format accessible by software programs the County uses. The County uses Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Offerors will not secure, password protect or lock uploaded files; the County must be able to open and view the contents of the file. Offerors will not disable or restrict the ability of the County to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The County may disqualify any Proposal that does not meet the criteria stated in this paragraph.

**PROPOSAL EVALUATION CRITERIA:**

The proposal review committee will be using a numerical scoring system, and the following criteria to evaluate and rank the proposals submitted:

1. **Strength of Overall Proposal.** Proposal preparation and general understanding of the Scope of Services. Completeness and quality of proposal. Degree to which the proposal specifically addresses the items in County’s Request for Proposals including the understanding of County’s objectives, challenges, and goals, and how Offeror plans to approach and manage the project. **(20 points)**
2. **Service Approach and Methodology.** Understanding of each service to be provided in the scope of services. The ability, capacity, and skill of the individual or firm to perform the work described herein for similar scope, size and complexity in a manner consistent with county goals and standards, methodology to be used in performing the work (i.e. approach) and sample work. **(20 points)**
3. **Experience/Qualifications.** The Offeror’s and their assigned staff’s experience and qualifications for providing the services requested by this RFP. **(20 points)**
4. **Cost/Fees:** Reasonableness/competitiveness of proposed fee and/or benefits to the County, although the County is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The County reserves the right to negotiate fees and/or benefits to the County with the selected Offeror(s). **(20 points)**
5. **Staffing.** The professionalism, ability, experience, and continuity of the proposed staff/consultants to be assigned to the project including the capability of the required staff and consultants to perform the services. **(10 points)**
6. **Other.** Any other relevant information offered or discovered during the evaluation process. **(10 points)**

**Maximum Points Evaluation Total Points 100**

## **SELECTION PROCESS**

County will procure this service using competitive negotiations per Section 11-28 of the Goochland County Code, as follows:

***Selection and award.*** Selection shall be made of two (2) 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. 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 determining factor. After negotiations have been conducted with each offeror so selected, the county shall select the one (1) which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the request for proposal; awards may be made to more than one (1) offeror. Should the county determine in writing and in its sole discretion that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

## **ATTACHMENTS:**

Included in this RFP

Attachment A – Certification of No Collusion

Attachment B – Reference List

Attachment C – Sample Contract

APPENDIX A – Registering DemandStar - Goochland County



**ATTACHMENT A**  
**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_,  
does hereby certify in connection with the procurement to which this Certification of No Collusion  
is incorporated and attached that:

He/she has the authority to bind the forenamed Offeror, and that this proposal/bid is neither the  
result of, or affected by, any act of collusion with another person engaged in the same line of  
business or commerce: nor the result of, or affected by, any act of fraud punishable under Virginia  
Code § 18.2-498.1 et seq.

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

The foregoing Certification of No Collusion was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

RFP for goods and nonprofessional services  
Revised: 6/28/24

**ATTACHMENT B**  
**Reference List**

Contract Date	Client Name & Address	Contract Amount
	Contact Name, phone and email	
	Project title, dates of service, value	
Contract Date	Client Name & Address	Contract Amount
	Contact Name, phone and email	
	Project title, dates of service, value	
Contract Date	Client Name & Address	Contract Amount
	Contact Name, phone and email	
	Project title, dates of service, value	
Contract Date	Client Name & Address	Contract Amount
	Contact Name, phone and email	
	Project title, dates of service, value	

# GOOCHLAND COUNTY



**Contract For**

**(services or goods)**

**Between Goochland County**

**And**

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**THIS CONTRACT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (Contractor) and **Goochland County, Virginia** (County).

**WHEREAS**, County requires \_\_\_\_\_; and

**WHEREAS**, Contractor is engaged in the business of providing \_\_\_\_\_ and has been selected by County in response to its Request for Proposals #\_\_\_\_\_ entitled “\_\_\_\_\_,” dated \_\_\_\_\_, to perform the work specified therein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor hereby agree as follows:

1. **APPLICABLE LAW.** This Contract is made, entered into, and will be performed in Goochland, Virginia, and will be governed in all respects by the laws of Virginia. Venue for any litigation arising out of this Contract will be brought in the courts of Goochland County, Virginia. Contractor shall comply with all applicable federal, state, and local laws and regulations.
2. **APPROPRIATIONS.** County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for this purpose through appropriation by the Board of Supervisors.
3. **ARBITRATION.** It is expressly agreed that nothing under this Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.
4. **ASSIGNMENT.** Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its rights, obligations, or interests under this Contract without prior written consent of County.
5. **AUDIT.** Contractor agrees to retain all books, records and other documents related to Contractor’s performance of this Contract for at least three years after final payment. County or its authorized agents shall, upon reasonable advance written notice and during normal business hours, have full access to and the right to examine any of the above documents during this period.
6. **CONFIDENTIALITY.** In the course of performance, the parties recognize that Contractor may come in contact with or become familiar with information which County may, within the law, consider confidential. This information includes, but is not limited to, information pertaining to personal information of personnel, citizens, or clients. Contractor shall keep all such information confidential in accordance with state and federal laws and regulations.
7. **CONTRACT AMOUNT.** Contractor shall be paid for its services as stated in the Contract Documents. The agreed upon contract amount will be:

	\$
	\$
	\$

Fee increases for future years will be limited to the lesser of the Consumer Price Index for All

Urban Consumers average for this region for the most recent 12-month period, or three percent (3%), unless otherwise approved by the County Administrator.

8. CONTRACT DOCUMENTS. The Contract Documents shall consist of this Contract, the Request for Proposals (RFP) attached as Exhibit A, the proposal submitted by Contractor dated \_\_\_\_\_, attached as Exhibit B, together with all written modifications to any of these documents, all of which are incorporated herein. The provisions of this document will govern in the event of any conflict with any other provisions of the Contract Documents. In like manner, Exhibit A will govern over Exhibit B. The Contract Documents constitute the entire and exclusive agreement between the parties and supersede any and all prior communications, discussions, negotiations, understandings, and agreements.

9. CONTRACT TERM. The effective date of this Contract is \_\_\_, 20\_\_\_. Its initial term will end on \_\_\_\_\_, 20\_\_\_. This Contract may be renewed for up to three additional one-year renewals for a total contract length not to exceed four years. Renewals will be automatic unless a written notice of cancelation is provided at least 30 days prior to the end of any term.

10. DESIGNATED PERSONNEL. County shall, throughout the term of this Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If County reasonably rejects staff or subcontractors, then Contractor shall provide replacement staff or subcontractors satisfactory to County in a timely manner and at no additional cost to County. The day-to-day supervision and control of Contractor's employees shall be solely the responsibility of Contractor.

11. ELECTRONIC RECORD. The parties agree that this Contract can be executed through an electronic signature, and that an electronic record of this Contract is as valid and enforceable as an original.

12. ETHICS IN PUBLIC CONTRACTING. This Contract incorporates by reference any applicable state or federal law related to ethics, conflicts of interest, or bribery, including the Virginia Conflict of Interests Act, the Virginia Governmental Frauds Act, and the Virginia Code. Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this solicitation, and that it has not conferred on any public employee having official responsibility for this solicitation 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.

13. FAILURE TO DELIVER. In case of failure to deliver goods in accordance with these terms and conditions, County may, after due notice, procure goods from other sources and hold Contractor responsible for any additional purchase and administrative costs.

14. FAITH-BASED ORGANIZATIONS & NON-DISCRIMINATION. In the solicitation and awarding of contracts, County does not discriminate against faith-based organizations or any other bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national

origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.

15. FORCE MAJEURE. Unless otherwise specified in the Contract, neither Contractor nor County will be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure which are beyond the control of Contractor or County and which make performance impossible or illegal.

16. GOOCHLAND COUNTY BUSINESS LICENSE AND TAXES. Contractor shall pay all County taxes when due, including but not limited to, business license tax. Contractor must contact the Goochland County Commissioner of the Revenue's office by phone: (804) 556-5807 or email: [commissioner@goochlandva.us](mailto:commissioner@goochlandva.us) to assist with determining whether Contractor must obtain a business license before conducting services. County may offset the amounts of any County taxes which are due and owing against sums otherwise due to Contractor by paying such amounts to the County Treasurer on Contractor's behalf.

17. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Contractor shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

18. INDEMNIFICATION. Contractor shall hold harmless and indemnify County and all of its officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, actions, or reasonable costs (including court costs and attorney's fees), resulting from or arising out of its work required by the Contract Documents, including, but not limited to, the negligence, gross negligence, or willful misconduct of Contractor's employees or agents.

19. INSURANCE. Contractor shall, by a date to be established by County, purchase and maintain, at its own expense, from a company(ies) authorized to do business in the Commonwealth of Virginia, insurance policies with the following types of coverages and minimum limits of liability, protecting from claims which may arise out of or result from Contractor's performance under this Contract, and also covering anyone directly or indirectly employed by Contractor or for whose acts it may be liable, with respect to the performance hereunder:

- A. Comprehensive General Liability, including Premises and Operations, with limits of \$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)  
\$1,000,000 per occurrence / \$2,000,000 Total Property Damage
- B. Comprehensive Automobile Liability with limits of \$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)  
\$1,000,000 per occurrence / \$2,000,000 Total Property Damage
- C. Employer's Liability for Participants not covered by workers' compensation insurance in an amount not less than \$100,000.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. If Contractor's professional liability coverage is on a "claims-made" basis, then Contractor shall obtain extended reporting (tail) coverage (with the same liability limits) upon expiration of this Contract for at least 3 years following the expiration or termination of the Contract.

Contractor shall obtain and maintain such workers' compensation coverage as may be required pursuant to the provisions of the Virginia Code and shall require any subcontractor to do the same. Contractor shall include the provisions of this subsection within each of its subcontracts, so as to bind each subcontractor.

A certificate of insurance shall be submitted to County upon its request and included as part of the Contract.

Contractor shall furnish County a binder adding County as an additional insured on the comprehensive general liability and comprehensive automobile liability policies, and include the following language: "The above-described policies shall not be canceled, modified, or amended, or coverage reduced without the issuing company providing 30 business days advance written notice to the County of Goochland."

Should insurance coverage be changed or canceled, Contractor shall furnish a valid binder evidencing the required insurance. Failure to deliver such binder will result in suspension of all payments until the binder is furnished.

All insurance required shall be and remain in full force and effect for the term of the Contract.

No contract shall be binding upon County until all insurance requirements and policies, have been timely obtained by Contractor, approved as to form and sufficiency by the County Attorney, and, if requested, filed with County.

20. NO LIENS OR ENCUMBRANCES. Contractor warrants that goods are free and clear of all liens and encumbrances, and that the sale of goods does not infringe upon any patents, copyrights, or trademarks.

21. NO PERSONAL LIABILITY. Nothing herein shall be construed to create any personal liability on the part of any elected or appointed official, agent, or employee of County.

22. NON-WAIVER. No waiver or breach of any terms, conditions, provisions, or covenants contained in this Contract will be construed as a waiver of any prior or succeeding breach of the same terms, conditions, provisions, or covenants.

23. NOTICE. All notices or invoices involving this Contract will be made either by personal delivery or by registered or certified mail, return receipt requested, and will be deemed given upon personal delivery or upon receipt. Notices will be sent to the following addresses:

County: Goochland County Administration  
P.O. Box 10  
1800 Sandy Hook Road, Suite 300  
Goochland, VA 23063

Copy to: Goochland County Attorney  
P.O. Box 10  
1800 Sandy Hook Road, Suite 310  
Goochland, VA 23063

Contractor: [Insert here]

Either party may change the location or individuals for receipt of notices by providing written notice to the other party.

24. OWNERSHIP. County shall have sole rights of ownership to any product, idea or property resulting from the performance of this Contract unless otherwise agreed to in writing by both parties.

25. PARTIES' RELATIONSHIP. Contractor shall be legally considered an independent contractor, and neither Contractor nor its employees will, under any circumstances, be considered employees or agents of County. County shall not be legally responsible for any negligence or other wrongdoing by Contractor, its employees, or agents. County shall not withhold payments to Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, County shall not provide Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by County for its employees.

26. PAYMENT OF SUBCONTRACTORS. Contractor shall take one of the two following actions within seven days after receipt of County's payment for work performed by any subcontractors under this Contract:

- A. Pay the subcontractor for the proportionate share of the total payment received from County attributable to the work performed by the subcontractor under the Contract; or
- B. Notify County and the subcontractor in writing of Contractor's intention to withhold all or a part of the subcontractor's payment and the reason for nonpayment.

Contractor shall pay interest to subcontractors on all amounts owed by Contractor that remain unpaid after seven days of Contractor's receipt of County's payment for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subparagraph (b) above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of 1% per month.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions is not an obligation of County. Neither a contract modification nor a cost reimbursement claim will be made for the purpose of providing reimbursement for such an interest charge.

27. PAYMENT TERMS. County shall pay Contractor within 30 days after the later of receipt of a correct invoice approved by County describing completed work reasonable and allocable to this Contract, the receipt of the entire order, or the acceptance of the work which meets the Contract requirements. Payments will be made by County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted or the delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have

been made or services performed will appear on all invoices. Invoices will be submitted in duplicate. County purchases are authorized only if its Purchase Order is issued in advance of the transaction indicating that there are sufficient funds available to pay.

28. REMOTE ACCESS. If Contractor needs to connect remotely to County's computer network, then it shall ensure that any computer it uses to connect has up-to-date and properly configured anti-virus software and current operating system service pack and patch level. County may scan Contractor's computers to ensure compliance with county standards. If Contractor's computers present an unacceptable risk to county networks, then access to the network will be denied. Contractor access to the network will also be monitored, and any attempt to access unauthorized areas will result in denied remote access. Denial of remote access for cause does not relieve Contractor of any responsibilities under the Contract Documents. If Contractor must be in Goochland because remote access has been denied for cause, then Contractor shall bear that cost and shall not be reimbursed by County.

29. SCOPE OF SERVICES. Contractor agrees to furnish all services, labor, materials, and equipment necessary or appropriate. Contractor shall perform all tasks in accordance with generally accepted professional standards of care and shall provide to County good advice and consultation within Contractor's authority and capacity. Contractor shall comply with applicable regulations, laws, ordinances, and requirements of all governmental agencies. It shall be Contractor's responsibility to provide the specific services set forth in the Contract Documents.

County may order changes in the Work so long as such changes remain within the Scope of the Work or Services. If Contractor believes that any work is not within the scope of the project, is a material change, or will otherwise call for additional compensation, then Contractor must immediately notify County in writing. If County agrees, an adjustment will be made to the Contract Documents by formal written amendment. Contractor shall not receive additional compensation until this written amendment has been signed by both parties and a county purchase order covering the additional cost is issued. If it is determined that the work in question is within the scope of the Contract Documents, then Contractor shall continue work.

No services other than those described in the Contract Documents are authorized, unless authorized by a written Amendment or by the issuance and execution of a Purchase Order covering the expected cost of such services. If additional services are required by County and authorized as provided above, the cost of such additional services shall be negotiated based upon the time and level of work to be performed.

30. SEVERABILITY. If any term, condition, provision, or covenant of this Contract is held invalid, illegal, or unenforceable in any respect, this Contract will remain in effect and will be construed without regard to such term, condition, provision or covenant.

31. SUBCONTRACTORS. Contractor may not use subcontractors to perform the services described herein without prior written notice to County and, if so, Contractor shall include provisions in its subcontracts requiring the subcontractors hereunder to comply with the applicable provisions of this Contract.

32. TERMINATION FOR CONVENIENCE. County may terminate this Contract in whole or

in part when such action is determined by County to be in its best interest. Any such termination will be effected by delivery to Contractor of a written notice of termination which provides at least 30 days' notice of the termination date and which specifies the extent to which performance under this Contract is terminated and the date of termination.

After receipt of a notice of termination, Contractor shall stop all work on the date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, immediately transfer all documentation and paperwork for terminated work to County, terminate all vendors and subcontracts, and settle all outstanding liabilities and claims. Contractor shall be entitled to receive compensation for all contract services satisfactorily performed by Contractor and allocable to the Contract up through and including the date of termination.

33. TERMINATION FOR DEFAULT. County shall have the right to terminate this Contract before the specified termination date if Contractor fails, as determined at County's discretion, to deliver goods or perform services required by this Contract. County shall provide written notice at least 30 days before termination takes effect. County may procure goods or services in accordance with this Contract from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs.

34. TRANSACTING BUSINESS IN VIRGINIA. Contractor must be authorized to transact business in Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia to be revoked or canceled at any time during this Contract. County may void this Contract if Contractor fails to remain in compliance with the provisions of this section.

35. WORKPLACE PROVISIONS. During performance of the Contract, Contractor shall abide by the following workplace provisions. If Contractor engages any subcontractor or vendor to provide services hereunder, then Contractor shall include these provisions in every subcontract or purchase order over \$10,000:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that it is an equal opportunity employer.
- B. Contractor shall: (i) provide a drug-free workplace for 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 Contractor's workplace and specifying the actions that will be taken against employees

for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the Contract awarded to Contractor in accordance with this procurement transaction, where Contractor’s employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation will be deemed sufficient for the purpose of meeting the requirements of these sections.

**GOOCHLAND COUNTY,  
VIRGINIA**

**YOUR  
COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Administrator  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
Goochland County Attorney’s Office

Contract for goods and services\_RFP  
Revised: 6/28/24

Goochland County has partnered with DemandStar – an online marketplace connecting local governments with an extensive network of suppliers across the nation. DemandStar is open and accessible to all businesses. DemandStar gives you instant access to RFPs, bids, quotes, and other opportunities with Goochland County.

By registering for a complimentary account with DemandStar, you get Instant Access to bids for the Goochland County. Your free DemandStar account provides:

- **Instant** access to all bid and quotes for the Goochland County
- **Automatic** notifications from the Goochland County right to your inbox
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place.

## It's EASY! Get started with 4 easy steps!

### REGISTER

Go to  
[demandstar.com/registration](https://demandstar.com/registration)

### Get started for free!

**Email Address**

This will be your username for logging in to DemandStar

**Company Name**

**Create your DemandStar account**

By creating an account, you agree to DemandStar's Terms of Use and Privacy Policy.

Step  
1

### CHOOSE YOUR FREE AGENCY

Type "Goochland County" in the Search Box, select the agency, then click "Next".

#### 1 of 4: Choose your free agency

A great way to find out about new opportunities on DemandStar is to subscribe to a government agency. To get started, please choose your first (free!) agency. You'll have a chance to sign up for more in just a moment.

Selected free agency: **City of Bellmead**

**Search by Agency Name**

**State**

**County**

City of Bellmead

[Reset Search](#)

Showing 1-1 of 1

[Skip Agency Selection](#)

**Next**



Step  
2

## CHOOSE COMMODITY CODES

Get notifications – ones that are relevant to your business by describing what you offer via “commodity codes”

### 2 of 4: Choose Commodity Codes

#### What are commodity codes?

DemandStar commodity codes are how we categorize goods and services for government procurement. When you choose commodity codes, DemandStar uses them to match what your company provides to what governments in your subscription need, helping you find the best bids and quotes to bid on.

#### Tell us what your business does

Use a few keywords to tell us what your business does, and we'll match you up with some commodity codes. You can add more codes or change these in your DemandStar profile later.

##### Search Commodity Codes

For example, "construction"

##### Sort results alphabetically

[Go Back](#)

[Skip Commodity Codes](#)

[Continue](#)

Step  
3

## CHOOSE MORE NOTIFICATIONS

Click “Continue without Adding Subscriptions” to proceed to Goochland County specifically. Or, if you'd like to get notifications when other governments near you post a relevant solicitation, you can select any combination of our county, state or national plans on this page.

### 3 of 4: Choose Subscriptions

Now that you've chosen [City of Bellmead](#) as your free agency, add more counties to grow your network of potential clients.

County subscriptions start at \$25 per year.

#### Please select a state to begin

State

#### Choose your counties in Texas

There are currently 25 Texas counties with agencies publishing bids on DemandStar. Please choose which counties you'd like to subscribed to. You may also subscribe to all counties in Texas and save!

[+ Subscribe to Texas for \\$150 / year](#)

##### Search for Counties

<input type="checkbox"/> Bell County	<a href="#">View 3 Agencies</a>	\$25/year
<input type="checkbox"/> Bexar County	<a href="#">View 3 Agencies</a>	\$25/year
<input type="checkbox"/> Bowie County	<a href="#">View 2 Agencies</a>	\$25/year
<input type="checkbox"/> Brazoria County	<a href="#">View 1 Agency</a>	\$25/year
<input type="checkbox"/> Collin County	<a href="#">View 5 Agencies</a>	\$25/year
<input type="checkbox"/> Comal County	<a href="#">View 1 Agency</a>	\$25/year
<input type="checkbox"/> Coryell County	<a href="#">View 1 Agency</a>	\$25/year
<input type="checkbox"/> Dallas County	<a href="#">View 10 Agencies</a>	\$25/year
<input type="checkbox"/> Ector County	<a href="#">View 1 Agency</a>	\$25/year
<input type="checkbox"/> Ellis County	<a href="#">View 2 Agencies</a>	\$25/year

Showing 1-10 of 25

< 1 2 3 >

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#### McLennan County Subscription

City of Bellmead is in McLennan County. Subscribe and get notifications from 3 agencies.

[Subscribe to McLennan County for \\$25/year](#)

#### Texas Subscription

City of Bellmead is in Texas. Subscribe and get notifications from 56 agencies.

[Subscribe to Texas for \\$150/year](#)

#### National Subscription

Choose a national subscription and get notifications from 1129 agencies.

[Subscribe Nationwide for \\$2399/year](#)

Step  
4

## COMPLETE YOUR PROFILE –

Enter your contact and company information and Click “Finish Registration”. You'll receive an email to set up your password.

You're done!

### 4 of 4: Complete your profile

Your order is complete! Now that you've set up your subscriptions on DemandStar, tell us a little bit more about yourself.

#### Your contact information

First Name \*

Last Name \*

Phone Number \*

#### Your company information

Company Phone Number \*