



**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

**IFB # 21-04-01
UNIFORM CLOTHING FOR
PITTSYLVANIA COUNTY SHERIFF/JAIL AND
PUBLIC SAFETY DEPARTMENTS**

April 1, 2021

**CONTACT: CONNIE GIBSON, PURCHASING MANAGER
(434) 432-7744
E-MAIL: connie.gibson@pittgov.org**

INVITATION FOR BIDS
Uniform Clothing for Pittsylvania County Sheriff's Office and Public Safety
(IFB)

GENERAL INSTRUCTIONS TO OFFERORS

General Bid Instructions

- I. The County reserves the right to accept or reject any or all bids. The County reserves the right to award to other than the lowest bidder, if deemed in the best interest of the County. The County reserves the right to waive any irregularity, which is not of a substantial value to the County.
- II. All bids shall be valid for at least sixty (60) days from the bid date.
- III. All bids shall be sealed and marked on the outside of the envelope:

IFB 2021-04-01- Sheriff/Jail and Public Safety Uniforms

- IV. All bids are due no later than 10:00 a.m., April 29, 2021 in the Purchasing Department, P.O. Box 426, 1 Center Street, Chatham, Virginia.
- V. All bids mailed should be addressed to:

Connie Gibson, Purchasing Manager
Pittsylvania County
Finance Department
1 Center Street – P.O. Box 426
Chatham, VA 24531
- VI. The bid opening will take place in the Conference Room, 1 Center Street, Chatham, Virginia at 10:00 a.m., April 29, 2021. All bidders are invited to attend. Any late bids will be returned unopened.
- VII. Pending approval, Notice of Award will be posted on our website after the May 18, 2021 Board of Supervisors meeting.

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

INVITATION FOR BID TITLE PAGE

INVITATION# : 21-04-01 **DATE ISSUED:** April 1, 2021

TITLE: SHERIFF/JAIL AND PUBLIC SAFETY DEPARTMENTS

In Compliance with this Invitation for Bid, the named party hereby submits a bid in response to Pittsylvania County to furnish services described in this IFB. The entire bid, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the IFB, constitute the entire bid.

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Pittsylvania County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this IFB, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this IFB is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) stated in IFB:

Name and Address of Firm:

Date: _____

By: _____

Signature

Print Name

Title

Telephone Number: _____

e-mail: _____

Fax: _____

FIN: _____

Return this form with bid.

General Information

The Pittsylvania County Purchasing Department is requesting sealed bids to establish an annually renewable contract with a successful firm to furnish and provide miscellaneous uniform clothing items on an as needed basis to the Pittsylvania County Sheriff’s Office and Public Safety. It is the intent to establish a one (1) year contract, with four (4) optional one- year renewals, pending appropriation of funds. The attached specifications are submitted for your consideration, **but not limited to**.

1. Background

Pittsylvania County is located in Southside Virginia The County serves an area of 978 square miles with a population of approximately 60,354. The Pittsylvania County Sheriff’s office has approximately 109 deputies and Public Safety has 38 employees which includes 3 Animal Control Officers employees.

2. Submission of the Bid

Sealed bid will be accepted at and until **10:00 A.M. (local prevailing time) on Thursday, April 29, 2021** at the Purchasing Department, 1 Center St., Chatham, Virginia 24531. As this is a sealed formal Invitation to Bid, faxed bids will **NOT** be accepted. Bids not received by the date and time listed above will be returned to the Offeror unopened. The bid package must be clearly marked with **Bid #21-04-01 Sheriff and Public Safety Uniform Clothing**.

It is not the intent of the specifications to be proprietary, nor to exclude any manufacturer or dealer. Deviations will be given consideration if they are considered to be suitable and acceptable for comparison. Any deviations must be submitted, in writing, with your bid. Deviations discovered after bid award or material receipt, not stated in your bid, shall be grounds for disqualification and nullification of order. It is the responsibility of the Offeror to prove that the deviation is equal to the product/service specified. Samples must be provided.

3. Contract Quantities

The quantities specified in this Invitation for Bid are estimated only and are given for the information of bidders and for the purpose of bid evaluation. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract or relieve the bidder of his obligation to fill all orders placed by the County.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT PITTSYLVANIA COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

4. Notice of Award

A Notice of Award will be posted on the County's web site (www.pittsylvaniacountyva.gov) and on the public bulletin board located at the County Administration Building, 1 Center Street, Chatham, Virginia 24531.

The County reserve the right to award to multiple vendors per department Sheriff/Jail and/or Public Safety. Contract will be awarded to low bidder per department (Sheriff/Jail and Public Safety) based on:

number of items x price of each item = total cost per item
Basis of award: Total of all items per department

5. EVALUATION

Several factors, in addition to costs, will be taken into account when evaluating bids for responsive and responsible bidders:

Pittsylvania County shall provide the mechanism for the evaluation of all information received, the final determination of responsible offerors, and reserves the right to waive informalities and to accept or reject any or all bids. Bids shall include information related to the following:

- (a) Company background, staffing and experience: The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (b) References: Provide three (3) references with contact names, companies and phone numbers. These references must be for firms who have purchased the same types of products and/or services.
- (d) Reporting capabilities. **Shall have an online ordering system which shall include reports, history etc... that is specific to the items we order.**
- (e) Bid Submission completeness and compliance with the specifications.
- (g) Service and support offering. The ability, capacity and skill of the bidder to perform or provide the service. The ability of the bidder to provide future alterations, maintenance and/or service.
- (h) Price. Pricing shall be a factor in evaluating the bids; however, Pittsylvania County reserves the right to purchase other than low bid if the County deems that the items bid is not same quality as requested.
- (i) The quality, availability and adaptability of the goods and services. (Shall keep a sufficient quantity of contracted apparel on hand to avoid no more than a two week delivery time).
- (j) Whether the bidder can perform the contract and provide service promptly.
- (k) The ability of the bidder to respond to problems and concerns.
- (l) Delivery in a timely manner
- (m) Only newly manufactured product must be bid. No irregular, imperfect, used or second-hand garments will be accepted.
- (n) Pittsylvania County may request other items not listed in the IFB on an "as needed basis" and shall add any new items to contract at any time.

The County reserve the right to award to multiple vendors per department Sheriff/Jail and/or Public Safety. Contract will be awarded to low bidder per department (Sheriff/Jail and Public Safety) based on:

number of items x price of each item = total cost of each item
Basis of award: Total of all items per department

**Uniform Clothing for the Pittsylvania County
Sheriff's Office and Animal Control**

BRAND	DESCRIPTION	PRICE/EACH	Estimated Annual Quantity	TOTAL
Elbeco Z312 No Substitutions	Silver Tan Long Sleeve Shirt for Males, 100% Visa System 3 Polyester, concealed front zipper, pleated pockets with Velcro closures, hidden pencil compartment in left breast pocket, full badge sling, permanent collar stays. Shoulder straps cross stitched. Shoulder straps and pocket flaps to be BLACK . (2 patches)		75 each	
Elbco Z9312 No Substitutions	Silver Tan Long Sleeve Shirt for Females, 100% Visa System 3 Polyester, concealed front zipper, pleated pockets with Velcro closures, hidden pencil compartment in left breast pocket, full badge sling, permanent collar stays. Shoulder straps cross stitched. Shoulder straps and pocket flaps to be BLACK . (2 patches)		25 each	
Elbeco Z312 No Substitutions	Silver Tan Short Sleeve Shirt for Males, 100% Visa System 3 Polyester, concealed front zipper, pleated pockets with Velcro closures, hidden pencil compartment in left breast pocket, full badge sling, permanent collar stays. Shoulder straps cross stitched. Shoulder straps and pocket flaps to be BLACK . Long Sleeve Shirts hemmed to short sleeves (2 patches)		75 each	
Elbeco Z9312 No Substitutions	Silver Tan Short Sleeve Shirt for Females, 100% Visa System 3 Polyester, concealed front zipper, pleated pockets with Velcro closures, hidden pencil compartment in left breast pocket, full badge sling, permanent collar stays. Shoulder straps cross stitched. Shoulder straps and pocket flaps to be BLACK . Long Sleeve Shirts hemmed to short sleeves. (2 patches)		25 each	
Elbeco E314RN No Substitutions	Black Color Polyester Trousers for Males, 100% Visa System 3 Polyester, with silver tan stripe, 1 ¼" wide (sewn onto trouser side seam), functional French fly, interlined belt loops		100 pair	

BRAND	DESCRIPTION	PRICE/EACH	Estimated Annual Quantity	TOTAL
E9320 No Substitutions	Black Color Polyester Trousers for Females, 100% Visa System 3 Polyester, with silver tan stripe, 1 ¼" wide (sewn onto trouser side seam), functional French fly, interlined belt loops		25 pair	
Stratton F-40 or an approved equal	Black Winter Hat – Felt, Campaign Style		10 each	
Stratton S-40DB or an approved equal	Black Summer Hat – Straw, Double Brim, no badge eyelet		10 each	
Stratton P9000 or an approved equal	Clear Stratton Hat Rain Covers For F-40 & S-40DB Hats		50 each	
S Broom 45050 or an approved equal	Black Polyester/Wool Blend Clip on Tie (Male) (Available in 18", 20" & 22" Lengths)		50 each	
S Broom 90156 or an approved equal	Female – Crossover Tie – Color: Black		25 each	
Liberty 526MBK or an approved equal	Lightweight Jacket & Liner – 100% nylon oxford weave water repellant, windbreaker style with a zipper front closure. Color: Black (Sheriff's Office Badge Emblem on left chest). (badge one patch)		50 each	
Elbeco 3920 or an approved equal	Black Winter Coat – waist length, single breasted, Gore Tex breathable waterproof lining (with Sheriff's Office Badge Emblem on left chest)		25 each	
Duty Oxford 22741	BATES WOMENS HIGH GLOSS OXFORD (22741)		10 pair	
Duty Oxfords 22141	BATES HIGH GLOSS DUTY OXFORDS Men		10 pair	

BRAND	DESCRIPTION	PRICE/EACH	Estimated Annual Quantity	TOTAL
PT10WH or an approved equal	White Trousers – Jail Cooks – Polyester/Cotton, machine washable, post care durable press, heavy duty brass ratcheting zipper, button closure.		20 pair	
5.11 Galls- TR909	5.11 Tactical Stryke Pants with FlexTac (Animal Control) TDU Green.		9 each	
5.11 Galls- TR980	5.11 Tactical Women's Stryke Pants (Animal Control) TDU Green.		9 each	
5.11 Galls SR612	5.11 Tactical Men's Long Sleeve PDU Shirt. (Animal Control) Silver Tan. Patch on each sleeve		9 each	
5.11 Galls SR614	5.11 Tactical Women's Long Sleeve PDU Shirt (Animal Control) Silver Tan. Patch on each sleeve		9 each	
5.11 Galls SR611	5.11 Tactical Men's Short Sleeve PDU Shirt (Animal Control) Silver Tan. Patch on each sleeve		9 each	
5.11 Galls SR613	5.11 Tactical Women's Short Sleeve PDU Shirt (Animal Control) Silver Tan		9 each	
Condor Galls JC483	Condor Summit Softshell Jacket with Hood. Tan (Animal Contract)		3 each	
Galls NP160	BIANCHI ACCUMOLD DUTY BELT. BLACK-(Animal Control)		3 each	
Under Armour or an approved equal	7" or 8" Boots without zipper		30 pair	
Under Armour or an approved equal	7" or 8" Boot with zipper		30 Pair	
Lawpro MFG 0130-30	LAWPRO 1 1/2"W LEATHER GARRISON BELT		50 each	

BRAND	DESCRIPTION	PRICE/EACH	Estimated Annual Quantity	TOTAL
First Tactical Galls:SH3323	First Tactical Men's V2 BDU Long Sleeve Shirt K9 name strip to be added.		15 each	
MFG F52525	PROPPER MEN'S LIGHTWEIGHT TACTICAL PANTS		15 each	
	BLACKINTON NAMEPLATE, 2 1/4" X 1/2" (gold or silver) clutch back		40 each	

TOTAL for Sheriff/Jail : \$ _____

RETURN THIS FORM

UNIFORMS FOR PUBLIC SAFETY

BRAND	DESCRIPTION	PRICE/EACH	Estimated Annual Quantity	TOTAL
5.11 No Substitutions	5.11 TACTICAL HELIOS WOMEN'S SHORT SLEEVE POLO		25 each	
Galls # ST147	Cornerstone Men's Tactical SS Polo- larger sizes		30 each	
5.11 71049	Tactical Men's Snag-Free Performance short sleeve polo		50 each	
5.11 MFG. 64301	5.11 TACTICAL WOMEN'S EMS PANTS		30 pair	
5.11 MFG 64359	5.11 TACTICAL WOMEN'S TDU PANTS		30each	
5.11 MFG 74280	5.11 TACTICAL TACLITE TDU PANTS		25 each	
5.11 MFG 74434	5.11 TACTICAL APEX PANTS		25 each	
Under Armour Galls #FT1222	UNDER ARMOUR VALSETZ RTS 1.5 TACTICAL BOOT		10 each	

BRAND	DESCRIPTION	PRICE/EACH	Estimated Annual Quantity	TOTAL
Under Armour Galls# FT1225	UNDER ARMOUR WOMEN'S VALSETZ 1.5 TACTICAL BOOT		10 each	
Thorgood Galls FW781	THOROGOOD ASR ULTRA LIGHT OXFORD		5 each	
Bates MFG E02762	BATES WOMENS 5" TACTICAL SPORT QUARTER BOOT (02762)		5 each	
Bates MFG E02268	BATES 8" GX SIDE ZIP GORE-TEX BOOT		5 pair	
5.11 MFG 71183	5.11 TACTICAL MEN'S PATROL DUTY UNIFORM PDU SHORT SLEEVE CLASS A TWILL SHIRT		6 pair	
5.11 MFG 72344	5.11 TACTICAL MEN'S PATROL DUTY UNIFORM PDU LONG SLEEVE A CLASS TWILL SHIRT.		6 each	
5.11 MFG 61158	5.11 TACTICAL WOMEN'S PDU SHORT SLEEVE A CLASS TWILL SHIRT		6 each	
5.11 MFG 62064	5.11 TACTICAL WOMEN'S PATROL DUTY UNIFORM PDU LONG SLEEVE A CLASS TWILL SHIRT		6 each	
5.11 MFG 72321	5.11 TACTICAL FIREFIGHTER JOB SHIRTS WITH CANVAS DETAILS		25 each	
LawPro MFG 0130-30	LAWPRO 1 1/2"W LEATHER GARRISON BELT		20 ea	

TOTAL for Public Safety \$: _____

The cost of patches and embroidery shall be included with the price of the shirts with exception to the Paramedic, NREMT, VA EMT and VA rocker.

PATCHES AND EMBRODIERY WORK-

Patches needed for the Public Safety uniforms:

1. Paramedic – we will supply
2. NREMT- we will supply
3. VA EMT Emblem- vendor supplies COST \$ _____ per patch
4. VA Intermediate Rocker- vendor supplies \$ _____ per patch
5. Pittsylvania County Public Safety- embroidered \$ _____ per shirt
on all polo shirts
6. Sheriff Patch (seal)- vendor supplies COST \$ _____
7. Sheriff Badge Patch- vendor supplies \$ _____

Return this form



The above logo needs to be embroidered on all polo shirts.



The above Public Safety patch needs to be sewn on Job Shirts and on all button down shirts (right side sleeve).



Needs to be sewn on each sleeve (right and left) for Sheriff's Uniforms

Patches for Sheriff/Jail Uniforms

Two Shoulder Patches for both shoulders on shirts, and winter coats Sheriff's Office



The badge shaped patches need to be sewn on windbreaker jackets and K9 shirts.

To be sewn on Windbreaker Jackets and Winter Coat left chest.

We would not order as many of these since they would only be used on the windbreaker jackets and coats.

Approximately 70 officers wear the silver badge and only approximately 5 officers would have the jackets with the gold badge. We will replace the jackets on an as needed basis only.

Total Order for Gold and Silver badges would be a total of around 75 to 100 patches.

Both gold and silver badge emblems should be 2 ¾" in diameter.

Lettering for Lightweight Jacket (screen print)

White "SHERIFF'S OFFICE" lettering on back of lightweight windbreaker



Goes on both sleeves of shirt

SPECIAL TERMS AND CONDITIONS

Returns:

All Returns for wrong orders or miss-sized uniforms will be at the vendor's expense.

Alterations:

Provide explanation of where and how alterations will be handled. Provide time frame for alterations.

Samples:

If bidding anything other than the exact brand and model specified, the County may request a sample be provided when submitting your bid. Return of samples must be at NO cost to the County. A complete product specification sheet to be considered must accompany all equivalent bids.

Testing of Samples:

Samples are submitted by bidders will be compared for tailoring, styling, construction, materials and component with the standard sample on file with the department. Non-conformance of the sample to the specification will be cause for rejection. Any Testing laboratory selected by the County may subject sample be a bidder to such test or test. The bidder shall pay for all costs in connection with any such tests.

Stock Product:

To ensure availability of style and color for the purpose of maintaining departmental uniformity for future purchases, bidders must provide evidence in the form of catalogs, price lists, or similar written material that these items are currently available on an "as needed basis". The sample must be provided from current manufacturer's stock of the specified style.

Successful bidder must agree to stock common sizes of uniforms (pant sizes-women 4-26, men 28-60), (shirt sizes – women (Small – XXL) and men sizes (small – XXX Large) and be able to obtain odd sizes within **2-3 weeks** for normal orders and be able to obtain uniforms in **7 to 10 days** for new officers or for "emergency" orders.

There must be a color match with the current Pittsylvania County Uniforms.

Equivalents:

Any equivalent bid must be clearly identified on the BID FORM.

Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 Code of Virginia.

Precedence of Terms

The General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.

ADDENDUM

Changes or supplemental instructions to this Invitation for Bids will be posted online with this solicitation. It is the Bidder's responsibility to check for addenda prior to the bid due date and time to ensure that all addenda are received. All Bidders shall acknowledge receipt of Addenda with the bid.

Acknowledgement of all Addenda shall be in the space provided on the Bid Form or by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the bid may be deemed non-responsive.

Award

The County reserve the right to award to multiple vendors per department Sheriff/Jail and/or Public Safety. Contract will be awarded to low bidder per department (Sheriff/Jail and Public Safety) based on:

An award will be made to the lowest responsive and responsible. Evaluation will be based on grand total. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

Award Notices

Upon the award or the announcement of the decision to award, as a result of this solicitation, the County will publicly post such notice on the Pittsylvania County website (www.pittsylvaniacountyva.gov) and at the County Administration Building, located at 1 Center Street, Chatham, VA, 24531.

Bid Acceptance Period

Any bid in response to this solicitation shall be valid for **(90)** days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

Copyrights

The bidder warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this bid. The bidder agrees that the County of Pittsylvania shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

Renewal of Contract

This contract may be renewed by the County for four (4) successive one- year periods under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Household Operations category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

Contract

Any contract resulting from this bid shall consist of the following documents: The General Terms and Conditions and the Specifications, both of which are contained in the Invitation for Bid, together with the bidder's response, which consists of this document, the Price Schedule and other bid documents attached hereto or submitted with this document.

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the County of

Pittsylvania pursuant to the INVITATION FOR BID shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The bidder must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Bid and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire bid document, line-item prices, and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid.

Price:

Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the County, including sales tax, delivery charges or other surcharges. Prices quoted shall be the final cost (shall include the patches on the shirt) to the County. All deliveries shall be F.O.B. Destination.

COOPERATIVE PURCHASE:

If authorized by the Offeror, the contract resulting from this Invitation for Bid may be extended to other public bodies, public agencies or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Pittsylvania County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS
PURCHASING DEPARTMENT

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

(1) During the performance of this contract, the contractor agrees as follows:

- A. Nondiscrimination Clause: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Equal Opportunity Employer: 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.
- C. 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.

(2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

(3) 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, 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 such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

All shipping/freight charges shall be included in the pricing and will be F.O.B. Destination.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to

bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchange. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor shall confer on any public employee or official having formal responsibility for a 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 is exchanged.

12. Termination/Cancellation of Contract:

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

A. Termination for Convenience

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

B. Termination for Cause

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

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled, and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor

directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required

Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage 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. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

STATEMENT OF DISCLAIMER

RE: _____ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: _____

BY: _____

TITLE: _____

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation