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PITTSYLVANIA

COUNTY, VIRGINIA

**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

**REQUEST FOR PROPOSAL
#2022-01-06**

CONSULTING SERVICES FOR ZONING ORDINANCE UPDATE

JANUARY 6, 2022

**CONTACT:
CONNIE GIBSON, PROCUREMENT MANAGER
CONNIE.GIBSON@PITTGOV.ORG**

**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS
REQUEST FOR PROPOSAL –Consulting Services**

1.0 **GENERAL INSTRUCTIONS**

1.1 Invitation

The Pittsylvania County Purchasing Department, on behalf of the Pittsylvania County Board of Supervisors, hereby issues to qualified firms, licensed in the State of Virginia, a Request for Proposal (hereinafter referred to as “RFP”), for updating the County’s Zoning Ordinance.

1.2 Deadline

Three (3) copies of the sealed proposal and one (1) electronic version shall be submitted no later than 2:00 p.m., Thursday, February 3, 2022 to the following:

Connie Gibson, Purchasing Manager
Pittsylvania County Purchasing Department
1 Center Street, P.O. Box 426
Chatham, VA 24531

All Proposals must be in a sealed envelope and clearly marked in the lower left corner: **"Sealed Proposal - RFP #2022-01-06 Consulting Services for Zoning Ordinance Updates"** Proposals not so marked or sealed shall be returned to the offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and include the title of the individual signing on behalf of the offeror. All expenses for making Proposals to Pittsylvania County shall be borne by the offeror. **All Proposals shall be received by 2:00 p.m., Thursday, February 3, 2022.** Any proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

QUESTIONS:

1. All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than 10:00 a.m., January 18, 2022. Questions may be emailed to: Connie.gibson@pittgov.org.
2. All responses to questions will be posted on Pittsylvania County website: www.pittsylvaniacountyva.gov by 4:00 p.m. January 19, 2022. The offeror has the sole responsibility to go to the website and receive the responses or by contacting Connie Gibson requesting them by emailed. The responses will be an addendum to the RFP. All such responses by the County shall become part of the RFP.
3. Oral instructions do not become part of the proposal documents.

This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2

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.

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Pittsylvania County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

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 RFP, 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 RFP 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.

Name and Address of Firm:

Date: _____

By: _____
(Signature in Ink by Officer of the corporation)

Name: _____

(Please Print)

_____ Zip Code _____ Title: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____ State of Incorporation: _____

State Corporation Commission #: _____
Attach a copy of your company's SCC
Certificate and a list of officers

Receipt of the following Addenda are acknowledged:
Addendum No. _____, dated _____
(Please note all addenda's)

(Return this Form)

A. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of consulting services from a planning consultant to assist with updates to the County’s Zoning Ordinance.

B. BACKGROUND:

Pittsylvania County has a detailed zoning ordinance that was adopted in 1991. Throughout its history, the zoning ordinance has expanded and evolved to address changes with state code, and to establish regulations in support of county policy.

C. SCOPE OF WORK

The scope of work shall consist of, but is not limited to, the following:

1. Review the County’s current Zoning Ordinance and conduct the necessary research to understand the County’s development trends and processes
2. Review the County’s Comprehensive Plan, including associated maps and related documents; other applicable documents that provide policy direction, administrative rules, and interpretations; and County ordinances related to the land development.
3. Review all Code of Virginia provisions related to zoning.
4. Meet with County Staff and other regulatory agencies to discuss their roles and procedures in the development process, including but not limited to, Community Development (Zoning, Building Inspections and Erosion and Sediment Control, Public Works, the Virginia Department of Health, VDOT, and GIS).

D. Stakeholders and Public Involvement Strategy

1. Develop and implement a comprehensive public involvement strategy designed to effectively gather information and input from the public and stakeholders, while also creating effective avenues to communicate information throughout the process. This shall include at least two stages of public outreach: one during the drafting of the ordinance revisions and one during the adoption processes.
2. Coordinate additional meetings with small groups of stakeholders to gather information and input including, but not limited to, the Board of Supervisors, Planning Commission, County staff, business owners, the development community, and other community groups to determine likes and dislikes with current regulations and what approaches would be favored in the ordinance revisions.
3. Work with County Staff to develop a strategy to provide progress updates to the public and to allow the community to provide feedback throughout the process of drafting and adopting any revisions.
4. Provide quarterly updates to the Board of Supervisors and Planning Commission throughout the process of drafting and adopting revisions.

E. Drafting of the Ordinance Revisions

1. Conduct a thorough review of the current Zoning Ordinance, and any other documents, Ordinances, Codes, or policies, to identify areas where revisions are needed.
2. Identify standards to improve site design and review processes, including placement of buildings, access management, parking, signs, landscaping, environmental and flood protection standards, conservation of open space, and potential overlay districts.
 - a. Revisions to lists of permitted uses to include new uses, delete outdated uses, incorporate performance standards, and to provide possible alternatives to static lists of uses. Ensure consistency throughout and accurate definitions of uses to reduce the need for interpretations.
 - b. Progressive ideas, best practices, and useful features from other codes around the country, including smart growth, mixed use development, traditional neighborhood design, preservation of community character, and sustainability and resiliency when appropriate.
 2. Supplement the text with graphics, tables, and charts to explain development requirements and standards where appropriate.
 3. Provide a matrix highlighting the major recommended changes in the proposed ordinances and the rationale for each change.
 4. Provide zoning maps showing any proposed changes to zoning district designations and the proposed locations of any new zoning districts in the proposed zoning ordinance.
 5. Provide examples comparing developments approved under the current zoning and subdivision ordinances to those that would be approved if the proposed ordinances are adopted. Examples shall include different types of development in different contexts (*e.g.*, single-family homes, multifamily developments, stand-alone retail or commercial development, industrial or mixed-use development). This may include site plans for the examples that compare the results of the old versus the new ordinances.
3. Provide recommendations relating to the most effective enforcement and penalty system to ensure compliance.

F. Public Hearing and Adoption

1. Submit drafts to County Staff for review and comment.
2. Distribute proposed ordinances for public review after initial review and comment by the County Staff. Each proposed ordinance shall be accompanied by an executive summary that explains the structure of the ordinance and proposed changes. The draft ordinances shall be provided in Microsoft Word, Adobe Portable Document Format (PDF), and Internet-ready format.
3. Conduct at least four work sessions with the Board of Supervisors and the Planning Commission including formal presentations and including any visual aids needed to effectively explain the proposed ordinances and hard copies and electronic versions of the information presented.
 4. Provide formal presentations at public hearings with the Planning Commission and Board of Supervisors to explain the proposed ordinances.

G. Post-Adoption Deliverables and Implementation

1. Provide a digital file of each adopted ordinance (and any related development ordinances if the result is a Unified Development Ordinance) in Microsoft Word, Adobe Portable Document format (PDF), and Internet-ready format. The digital file should include all related charts, tables, and illustrations in Internet-ready format.
2. Provide a digital GIS file of any adopted zoning maps in ESRI Shapefile or file geodatabase format.
3. Provide a digital file of procedure manuals to implement the proposed ordinances within 60 days of their adoption. The procedure manuals shall assist staff and the general public in learning the new requirements and procedures of the adopted ordinances.

H. FIRM'S RELATIONSHIP TO THE COUNTY

1. Independent Contractor

It is expressly agreed and understood that the Firm is in all respects an independent contractor as to work and is in no respect any agent, servant, or employee of the County. The contract shall specify the work to be done by the Firm, but the method to accomplish the work shall be the responsibility of the Firm.

2. Subcontracting

The Firm may subcontract services to be performed hereunder with the prior approval of the County, which approval shall not reasonably be withheld. No such approval will be construed as making the County a part of, or to, such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Firm of its liability and obligation under this contract; and despite any such subcontracting the County shall deal through the Firm, and subcontractors will be dealt with as representatives of the Firm.

3. Novation

The Firm shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this contract without the consent of the County.

I. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit four (4) hardcopies and one (1) electronic copy of the proposal. Proposals must be in a sealed envelope and clearly marked in the lower left corner: **"Sealed Proposal - RFP #2022-01-06-, Consulting Services for Zoning Ordinance"** Proposals not so marked or sealed shall be returned to the offeror and will not be considered.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information

requested may result in the 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 the County. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- b. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- c. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP 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 an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Virginia Code § 2.2-4342(F), in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- d. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract
- e. The firm shall provide a list of not less than three (3) references, of similar projects. The following information shall be provided: contact person, mailing address and phone number

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

J. EVALUATION CRITERIA

Each firm's proposal will be evaluated, based on the following:

- Experience of the firm and references in Virginia. (25 points)
- Project approach, work plan, timeline, deliverables and project management (30 points)
- Experience and qualifications of the personnel. (25 points)
- Quality, completeness, and responsiveness of the proposal. (10 points)
- Cost proposal (10 points)

K. AWARD PROCEDURES

1. AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
 - a) The County reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the County.
 - b) The County reserves the right to revise or amend this RFP prior to the date set for receipt of the proposals. The date set for receipt of proposals may be changed if deemed necessary by the County. Any revisions and/or amendments will be in the form of an addendum to this RFP.

SPECIAL TERMS AND CONDITIONS

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.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the County's website, www.pittsylvaniacountyva.gov.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated

by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

COOPERATIVE PURCHASE: If authorized by the Offeror, the contract resulting from this Request for Proposals 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 TERMS AND CONDITIONS

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:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

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 (60) 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