



PITTSYLVANIA COUNTY, VIRGINIA
TOWN OF CHATHAM
PITTSYLVANIA COUNTY SOIL AND WATER
CONSERVATION

Cherrystone and Roaring Fork Dams Cost Reduction Study

Request for Proposal

RFP# 20190722

JULY 22, 2019

CONTACT: CONNIE GIBSON, PURCHASING MANAGER
434-432-7744- Email: connie.gibson@pittgov.org

Pittsylvania County, Virginia
RFP # 20190722
Issue date: July 22, 2019
Cherrystone and Roaring Fork Dams Cost Reduction Study
Professional Services

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Connie Gibson, Purchasing Manager, 434-432-7744 or email connie.gibson@pittgov.org.

DUE DATE: Sealed Proposals will be received until Thursday, **August 22, 2019** no later than **2:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to:
Pittsylvania County Purchasing Department
Att: Connie Gibson,
1 Center Street
Chatham, VA 24531.

QUESTIONS:

1. All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than 2:00 p.m., Thursday, August 8, 2019. Questions may be faxed to (434) 432-7746 or emailed to Connie.gibson@pittgov.org.
2. All responses to questions will be posted on Pittsylvania County website: www.pittsylvaniacountyva.gov by August 9, 2019, 4:00pm. The offeror has the sole responsibility to go to the website and receive the responses or by contacting Connie Gibson requesting they be 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.

All Proposals must be in a sealed envelope and clearly marked in the lower left corner:
Sealed Proposal - RFP #20190722, Cherrystone and Roaring Fork Dams Cost Reduction Study
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

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 #: _____

Receipt of the following Addenda are acknowledged: **Attach a copy of your company's SCC Certificate and a list of officers**

Addendum No. _____, dated _____
(Please note all addenda's)

(Return this Form)

A. PURPOSE

The Town of Chatham, Pittsylvania County, and the Pittsylvania Soil and Water Conservation Board hereinafter called “Local Sponsors” are issuing a Request for Proposal (RFP) for professional engineering services to perform cost reduction studies for proposed plans of remediation of two dams in Pittsylvania County. The study will evaluate current plans for remediation of Cherrystone Dam No.1 (Cherrystone) and Cherrystone Dam No 2A (Roaring Fork) as prepared by the Natural Resource Conservation Service (NRCS), Virginia Office. These dams are identified by the Virginia Department of Conservation and Recreation (DCR), Office of Dam Safety and Floodplain Management, as inventory numbers 14302 and 14303 respectively. Study requirements are presented in subsequent paragraphs.

B. PROJECT HISTORY AND EVOLUTION

- 1) During the mid-1960’s the US Soil Conservation Service entered into a watershed agreement with; Pittsylvania County, Pittsylvania Soil and Water Conservation District, and the Town of Chatham to conduct studies aimed at alleviating chronic flooding in the Cherrystone Creek Watershed. The agreement was in accordance with The Watershed Protection and Flood Protection Act (public Law 566, 83rd Congress;68 Stat. 666) The studies ultimately resulted in the construction of two earthen flood control dams in the watershed. Cherrystone Dam No. 1 (Cherrystone) was constructed on Cherrystone Creek and nearby Cherrystone Dam 2A (Roaring Fork) was built on Roaring Fork Creek, a tributary to Cherrystone Creek. Since that time the dams have prevented major flooding and damage in the watershed. Cherrystone Dam No.1 is about 57 feet high and 780 feet long and impounds a lake of approximately 120 acres at full pool. Cherrystone Dam No. 2A (Roaring Fork Dam) is about 68 feet high and 400 long and impounds a lake of approximately 45 acres at full pool.
- 2) Because of a water supply component to the operation, the watershed agreement assigned the responsibility for maintenance of the dams to the Town of Chatham, though they were located outside the town limits in Pittsylvania County. Upon enactment of the Virginia Dam Safety Regulations, Cherrystone Dams No. 1 and 2A came under regulation by the State of Virginia. Since that time, the Town of Chatham has maintained the dams and holds the operating license from DCR
- 3) In 2008, the Virginia Impounding Structure Regulations (dam safety laws) were modified to require that regulated dams undergo a dam break analysis to simulate various failure modes and that emergency action plans be developed to promote public safety in the event of a large spillway release or potential failure of the dam. The result of the studies indicated that the dam were not “significant hazard” as originally thought but should be classified as “high hazard” dams. Consequently, the emergency (auxiliary) spillways for each dam were

determined to be undersized and not capable of safely passing the flood requirements for a high hazard dam. Since that time, Virginia DCR has issued Conditional Operating Certificates for each dam pending studies and a plan to correct the spillway deficiencies providing the dams were otherwise well maintained and inspected per state regulations for high hazard dams.

- 4) Since the dams were designed by the U S Natural Resource Conservation Service (NRCS - formerly the US Soil Conservation Service -SCS), the Town of Chatham applied for assistance with the required studies under the NRCS Watershed Rehabilitation (dam rehabilitation) Program. The request was approved and federal funding was provided for planning studies covering both dams. The federal government funded 100% of the cost for the studies.
- 5) The studies are now complete with the exception of final approval (signatures) by the local sponsors. Copies of these studies are available from the Town of Chatham and can be found on line at the USDA Natural Resource Conservation Service - Virginia web site under the Watershed Rehabilitation plans. The total project cost for Cherrystone Dam No. 1 is projected at \$12,968,300 of which \$8,859,000 (65%) would be paid by the NRCS Small Watershed Rehabilitation program should federal funds be appropriated for the work. Local sponsors would be responsible for the balance. Likewise, the estimated costs for Cherrystone Dam No. 2A are \$8,183,700 and \$5,536,900 respectively. **It is noted that the NRCS project, as required by their regulations, addresses any deficiencies found in the project as well as upgrades of the structures to meet current NRCS criteria.** As such, remediation work under a federally funded NRCS project is more extensive than that which might be required by DCR to remedy the primary state regulatory concern, the undersized auxiliary spillways. Likewise, NRCS design approach is to have the structures sustain only minimal damage in the event of a design flood. These criteria are more stringent than that which DCR might impose. Since their major concern is public safety, DCR **may** be willing to accept a design that allows for some structural damage to the dam or auxiliary spillway (to be repaired later) so long and the structure performs in a manner to prevent loss of life and major downstream damage.
- 6) Given the potential cost, the Local Sponsors are seeking options for a less costly solution that would allow each dam to be fully licensed by the Virginia DCR. Any recommended solution must meet state criteria and also comply with NRCS requirements for the features involved. In order to determine if construction costs can be reduced to less than the local assurer share under the federally funded project, the State of Virginia has provided a grant for a study to evaluate the NRCS plans and develop an alternate approach for each dam. In the event of adoption of such a non -federal plan, the Local Sponsors would be responsible for 100% of the cost.

C. SCOPE OF SERVICES

This project has two phases. If the recommendations of Phase 1 are implemented, the Local Sponsors reserve the right to execute Phase 2. This RFP is specifically for the Phase 1 studies and recommendations. **Information on Phase 2 is provided for information only, at this time.**

1. **Phase 1** - Conduct a study to develop an alternate design for each dam. The objective is to reduce the estimated NRCS cost for remediating the dams. Work involves but is not limited to:
 - a. Using the current NRCS plan and available data, determine a feasible and more economical alternative to meet the regulatory requirements of Virginia DCR.
 - b. Studies, analyses, and data developed by the NRCS will be available. It is anticipated that they will be sufficient and adequate for this evaluation. **However, if the selected firm believes data such as additional surveying or geotechnical sampling and testing is needed; such should be included in the proposal and noted for the reviewing/selecting officials.**
 - c. Design criteria and methods shall comply with accepted methods defined the Virginia Impounding Structure Regulations. Proposed alternative should be developed in anticipation that both Virginia DCR and the NRCS will review the final recommendations
 - d. Provide a recommended design alternative. Design submittal shall contain; a narrative of alternatives considered, a recommended alternative, drawings indicating the main features of the selected option, and back up data and analyses supporting the selected plan. Design shall be in sufficient detail to move to Phase 2 if authorized. Detail should also be sufficient to allow DCR to evaluate the concept for adequacy and compliance as the basis of detailed design leading to an alteration permit should Phase 2 be implemented.
 - e. Provide a cost estimate for the alternative design.
2. **Phase 2.** The information obtained during Phase I will be basis for discussion and further consideration by Local Sponsors. If all parties opts to proceed past Phase I, the Local Sponsors desires to utilize the services of the selected A/E firm to complete the remaining components of the project without further solicitation.

Fees and schedule for this work will be negotiated separately and are in addition to those negotiated for the Phase 1 studies. Work involves but is not limited to:

 - a. Develop detailed plans and specification for the approved option.

- b. Obtain all appropriate permits and approvals for the work including any required NRCS review and DCR alterations permit.
- c. Provide routine site visits, testing of critical components to assure contract compliance, inspections, and any required technical support during construction
- d. Maintain records of inspections, tests, and provide final construction evaluation report to include as built drawings.

e. Bidding and Contracting Services.

Designer shall assist the County by preparing the advertisement bids and coordinating the bidding process to include:

- Distribute bid documents to persons/agencies that request them;
- Conduct a pre-bid conference;
- Respond to queries and issue of addenda to the bid documents;
- Review all bids to verify Bidder Responsiveness, and the Responsible nature of the Bidders;
- Prepare a Bid Tabulation for Board of Supervisors to review;
- Recommend award to the owner of the lowest responsive and responsible Bidder
- Assist the County with obtaining a Contractor under contract including review and approval of all necessary insurance certificates and bonds.

f. Construction Administration Services.

Designer shall conduct construction administration services to include the following:

- Conduct a Pre-Construction Conference at the Owners request
- Review and approve any required shop drawings;
- Review all Contractor Pay Requests and recommend payment to Board of Supervisors
- Prepare all construction Change Orders including review and recommendations
- Visit the site as needed to verify the Work is in compliance with all required specifications and regulations
- Resolve Contractor inquiries and questions during construction including interpretation of plans and specifications;
- Prepare Record Drawings

D. EVALUATION OF PROPOSALS - SELECTION FACTORS

The Local Sponsors will evaluate each proposal and selection will be made based on the criteria listed below. The offerors submitting proposals shall include with their proposal statements pertaining to the following:

Proposal responses should address the following items. The following items are among those that will be evaluated and are listed in order of relative importance.

1. Demonstrated experience of the firm in the design, construction oversight, and inspection of earth dams and spillways including dam remediation techniques. Experience in the design aspects such as geotechnical, structural and hydraulic engineering. (50 points)
2. Experience of the team proposed to be assigned to this study, including any subcontractors. (45 points)
3. Experience in successfully working with state and federal agencies, especially those involved in dam construction and operation. (40 points)
4. Management process and structure to assure quality control and timely completion. (25 points)
5. Other such as - proposed time line, recommendations, experience obtaining required permits, and any other experience considered relevant. (20 points)
6. References. (20)

E. PROPOSAL CONTENT

The following items shall be included in the proposal:

A) Cover Transmittal Letter

Provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.

B) Firm, Qualifications, Experience, and References

Provide a narrative describing the firm's qualifications to perform the project work, including past (relevant) experience

C) Project Organization, Personnel and Staffing

Provide a brief description of all key personnel and technical staff (including, vendors, partners or subcontractors) to be involved and their relationship to the services to be provided.

- Include names, title, licenses, and certificates, fields of expertise, and relevant state and local area experience for all proposed personnel and staff.
- Identify the principal-in-charge for the proposed services.

- Complete resumes for proposed staff should be provided as part of an appendix to the proposal.

D) Project, Approach, Work Plan, Cost and Timeline

Provide a narrative which shows your firm's understanding of the project's requirements and documents a logical technical approach to the project scope of work. Include a general work plan with projected hours as well as the proposed approach to undertaking the scope of work described earlier in this RFP.

E) AWARD

At the conclusion of discussion, on the basis of the evaluation criteria as set at the time of issuance of this proposal and all information developed in the selection process to this point, the Local Sponsors shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted; beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Local Sponsors can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the Local Sponsors determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Local Sponsors reserves the right to award a contract to more than one Offeror, if it is in the Local Sponsors best interest.

F) INSTRUCTIONS FOR SUBMITTING PROPOSALS

INSTRUCTIONS TO OFFERORS

- A. This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2
- B. Five (5) copies of the proposal and one on CD/DVD or removal media shall be submitted to:
- Pittsylvania County
Purchasing Department
P.O. Box 426
1 Center Street – County Administration Building
Chatham, VA 24531
- C. All Proposals must be in a sealed envelope or box and clearly marked in the lower left corner: **"Sealed Proposal - RFP #20190722, Cherrystone and Roaring Fork Dams Cost Reduction Study.** 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). 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, August 22, 2019.** 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.

D. 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 Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

E. Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that they have received all addendums prior to submitting a proposal.

F. References

All offerors shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include the organizations name, person to contact, address and telephone number. Failure to include references may be cause for rejection of the proposal as non-responsive.

G. Late Proposals

Late proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

H. Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive formalities and award the contract to best serve the interest of the County.

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:

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 (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 part 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.

shall be entitled to just and equitable compensation for any satisfactory work completed. produced, and data collected shall become the property of Pittsylvania County.

23. 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.

24. Availability of Funds/Non-Appropriation Clause

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 for the purpose of this agreement. Notwithstanding any other provision in the agreement, to the contrary, if the County fails during any fiscal year to appropriate or allocate sufficient funds to pay the amounts to be paid by the County pursuant to the provisions of the agreement, which become due and payable during such fiscal year, then the agreement and all the obligations of the County hereunder shall automatically terminate at the end of the fiscal year in which non-appropriation occurs. The County agrees to use its reasonable efforts to obtain any necessary funding contemplated by the agreement, on an annual basis.