



PITTSYLVANIA COUNTY, VIRGINIA

REQUEST FOR PROPOSALS

Preliminary Feasibility Analysis

and

Comprehensive Solid Waste Planning and Business Advisory  
Services

AUGUST 18, 2017

REQUEST FOR PROPOSAL

# 2017-08-18

CONTACT: CONNIE GIBSON, PURCHASING MANAGER  
434-432-7744- Email: [connie.gibson@pittgov.org](mailto:connie.gibson@pittgov.org)

Pittsylvania County, Virginia  
RFP # 2017-08-18  
Issue date: August 18, 2017  
Preliminary Feasibility Analysis  
and  
Comprehensive Solid Waste Planning and Business Advisory 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](mailto:connie.gibson@pittgov.org).

**DUE DATE:** Sealed Proposals will be received until Wednesday, **September 6, 2017**, 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.**

All Proposals must be in a sealed envelope and clearly marked in the lower left corner: **Sealed Proposal - RFP #2018-08-18, Preliminary Feasibility Analysis and Comprehensive Solid Waste Planning and Business Advisory Services.** 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., Wednesday, September 6, 2017.** 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.

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: _____
_____ Zip Code _____	(Please Print) 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)**

## **PURPOSE**

This Request for Proposal (RFP) is issued to obtain proposals from qualified firms (offerors) to provide a preliminary assessment of the County's overall solid waste management program and confirm what if any opportunities may exist to enhance its efficiency and cost.

### **1.0 COMPETITION INTENDED**

It is the County's intent that this RFP permit competition. It shall be the offeror's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County no later than ten (10) days prior to the date set for acceptance of proposals.

### **2.0 BACKGROUND INFORMATION**

The Pittsylvania County Landfill, opened in 1974, and is located approximately 6.5 miles south of Chatham and consists of approximately 450 acres. In January of 1989, the landfill was divided into a 4- phase development program. When Phase 1 trench 1A opened, it met all the criteria established under the regulations set forth by the Virginia Department of Waste Management. Groundwater monitoring was scheduled at regular intervals, the leachate collection system was in conformation with the established guidelines, and the single layer clay liner, was in place. In 1990, trench 1A was closed, meeting all the regulations set forth in the Closure Plan. Trench 1BC was opened in September 1990, and was closed in 1996. Phase one is a subtitle D landfill and was opened in 1995 and was closed in August 2007. The Phase 2 landfill, which was permitted in 2003 and opened in June of 2005, has an anticipated life of 25± years. Phases 3 and 4, at a disposal rate of 125 tons/day have an estimated life of 100± years. The Landfill is designated a non-hazardous disposal facility, designed for the burial of municipal solid waste, demolition waste, inert waste (bricks, concrete, rubble), construction waste and brush, trees, tree trimmings, and stumps. No industrial, toxic or hazardous waste is accepted for disposal at this site.

### **3.0 SCOPE OF SERVICES.**

Provide financial and operational analysis regarding the County's ability to increase revenue and plan for future costs related to opportunities that may exist. This contract will accomplish the objective of providing analysis of available waste streams and capital and operational costs and methods to plan for the landfill's maximum lifespan relative to County fiscal objectives.

Task:

- preliminary assessment of the County's overall solid waste collection and disposal program
- Preliminary evaluation of cost and level of service

- Recommendations to create a more financially sustainable Solid Waste Management program.
- Attend Board of Supervisors meeting with findings of the assessment and recommendations.

The successful commercialization of an under-utilized municipal landfill requires the importing of new waste supplies at tip fees sufficient to cover the total cost per ton of receiving and landfilling that waste plus a sufficient net revenue to the municipal owner to justify using up landfill capacity on outside waste. Accordingly, the tasks involved in undertaken a preliminary feasibility analysis fall broadly in to two categories:

- A. Evaluation of the quantity and price (tip fees), which can be expected at the landfill from imported waste given the waste generation rates and alternative disposal options in the region; and
- B. The projected all-in costs including capital, operating, administrative and closure costs.

The following tasks should be performed to assemble and provide the market and financial data needed:

- Evaluate the quantity and price (tip fees), which can be expected at the landfill from imported waste given the waste generation rates and alternative disposal options in the region.
- Identify the projected all-in landfill costs including cell development, capital, operating, administrative, closure and post-closure costs.
- Estimate the net revenues, if any, which the County might reasonably expect to receive from the commercialization of the landfill.

If market and financial feasibility is confirmed, an optional task that the County might consider would include an evaluation of various implementation strategies for landfill commercialization including 100% public development, ownership and operation; public ownership/private operation; public ownership/private development and operations; and full privatization.

The contract shall follow all the County policies in accordance with the Virginia Solid Waste Management Regulations, as well as, meeting all requirements outlined by the Virginia Department of Environmental Quality.

#### 4.0 EVALUATION OF PROPOSALS - SELECTION FACTORS

The County 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:

1. Specific experience, technical capabilities, professional competence, and qualifications of the proposing firm and project personnel. (40 points)

2. Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Offeror's plan for accomplishing the Scope of Services. (30 points)
3. Current experience in providing solid waste engineering services to governmental entities. (15 points)
4. References. (15 points)

## 5.0 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.

## 6.0 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 County 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 County 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 County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. Pittsylvania County reserves the right to award a contract to more than one Offeror, if it is in the County's best interest.

## 7.0 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. Four (4) 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 #2017-08-18**, Preliminary Feasibility Analysis and Comprehensive Solid Waste Planning and Business Advisory Services. 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., Wednesday, September 6, 2017.** 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.