



PITTSYLVANIA COUNTY, VIRGINIA
REQUEST FOR PROPOSALS

VEHICLE MAINTENANCE AND REPAIRS

February 27, 2018

REQUEST FOR PROPOSAL

20180227

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

Pittsylvania County, Virginia
RFP # 20180227
Issue date: February 27, 2018
Vehicle Maintenance and Repairs

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 Friday, **March 30, 2018**, 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
Attn: 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 #20180227, Vehicle Maintenance and Repair

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., Friday, March 30, 2018.** 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: _____
_____ (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)

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I. PURPOSE:

A. The Pittsylvania County Board of Supervisors is interested in receiving proposals from qualified offerors to provide vehicle maintenance and repair services for vehicles (including, but not limited to cars, light trucks and vans). The Sheriff's Office currently operates a total fleet of approximately 88 vehicles operating on gas, diesel, and propane fuels. The County fleet has about 20 vehicles.

The County's intent is to establish an annual contract with multiple qualified Contractor's for these services in accordance with the terms, conditions and specifications contained herein. This solicitation is issued by the Pittsylvania County Procurement Department herein referred to as "County".

B. The Contractor shall provide this service for a one-year contract period with 4 optional renewals. In order to facilitate pick-up and drop-off of vehicles scheduled for service, the Contractor's facility shall be located within a 50 miles radius of Chatham, VA.

C. The County of Pittsylvania reserves the right to award to more than one Offeror selecting the firm(s) who they determine most closely satisfies the needs of the County. There is no requirement for acceptance of the lowest cost of service offered, and specific requirements may be waived or amended at the discretion of the County.

II. STATEMENT OF NEEDS/ SCOPE OF SERVICES:

A. The Contractor shall furnish all labor, supervision, equipment, tools, parts, and materials, as necessary, to provide in-house maintenance services and repairs to the County's vehicles.

B. All preventive maintenance and repairs shall be to manufacturer's factory specifications.

C. Maintenance Services include, but are not limited to, the following:

- Replace engine oil and filter.
- Lubricate chassis and universal joints and CV joints.
- Inspect and fill all fluids to proper levels, to include transmission, differentials, power steering, brake, windshield washer, radiator coolant, battery and 4-wheel drive transfer case.
- Inspect tire condition and pressure, rotate and balance, if necessary, and inspect spare.
- Inspect for proper operation of the following: windshield wiper and washer, all lights and reflectors, horn, heater and air conditioner, emergency brake and radio.
- Inspect for fluid leaks
- Minor tune and filters to include PCV valve and clean/protect

- battery terminal ends, replace air filter and breather elements,
- replace fuel filter.
- Inspect engine
- Inspect brakes
- Inspect shocks
- For rear drive vehicles, inspect front wheel bearings and for front drive vehicle, inspect drive axle boots.
- Service transmission
- Inspect all belts and hoses. Replace if necessary.
- Inspect for wear, proper operation, leaks and note defects, on service report and report defects to the agency.
- Engine diagnostic, drivability problems, and repairs.
- Electrical problems and repairs.
- Front end and 4-wheel alignment.
- Any other services and repairs needed to ensure the vehicle performs according to the vehicle manufacturer's specifications.
- Provide Virginia State Inspection, when necessary.

D. Parts

1. All parts shall be new, OEM, or a national brand; no rebuilt or remanufactured parts are to be used without prior approval from the County.

E. Routine Maintenance and Repairs

1. The Contractor should perform diagnostics to determine needed maintenance or repairs and perform repairs as requested.

F. Repair Services

1. Other repair services will be per job basis.

G. Instructions to Contractors

1. All vehicle maintenance services shall be authorized by the Office of the Sheriff's authorized personnel or the County's Fleet Manager.

H. Maintenance Performed

The following information shall be provided for each service:

1. Name of driver
 2. Name of Office the vehicle is assigned
 3. Make, Model, and last four (4) of the VIN number of the vehicle
 4. Vehicle license plate number
 5. Mileage of vehicle
 6. Estimate
- a) The contractor shall provide a written estimate of the maintenance services and obtain authorization from the Sheriff's Office or Fleet Manger of the costs prior to any work being performed.

- b) The written estimate shall be itemized to include all costs associated with the repair of the vehicle, designating labor and parts separately.
- c) Work performed shall not exceed the original estimate without the prior approval of the Office of the Sheriff's authorized personnel.

I. Storage

1. Vehicles that remain in contractor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The contractor shall be responsible for the proper care and custody of any County owned vehicles in the contractor's possession.

J. Property Loss

1. The contractor shall reimburse the County for such property loss or damages caused by contractor, it's employees or for anyone whose acts the contractor may be liable for.

H. Invoices

1. Upon completion of maintenance services, the final bill shall be mailed to the attention of Pittsylvania County Purchasing PO Box 426, Chatham, Virginia 24531.
2. To ensure prompt payment, the invoice shall include the following information:
 - a. Make, Model, last four (4) VIN numbers, and license plate number of the vehicle
 - b. Name of driver
 - c. Name of Officer driver is employed with
 - d. description of services and/or parts, material and supplies provided
 - e. Unit and total cost (parts and labor)
 - f. Name of company providing the product/services
 - g. Payment remittance address

I. Service Facility

1. The contractor shall have a full-service auto maintenance service facility where services will be performed.
2. The contractor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the services.

K. Licenses and Certification

1. The contractor shall have current licenses, certifications, approvals, permits and insurance requirements required by the Commonwealth of Virginia to perform auto repair and maintenance services.
2. The Contractor shall be a certified Virginia State Vehicle Inspection Station.

L. Personnel

1. All persons utilized in the performance of this contract shall be employees of the contractor and be fully qualified to perform the services required.
2. All maintenance services shall be performed by trained automotive service technicians.

3. The contractor shall retain total responsibility of all vehicle maintenance services performed on County vehicles.

M. Warranty Work

1. Contractor shall be responsible for performing and coordinating with the vehicle manufacturer for all work performed that falls under the manufacturer's vehicle warranty.

O. Workmanship

1. All work shall be accomplished in a first class, professional manner. All work which does not meet the approval of the County shall be corrected immediately.
2. If the work is not corrected, the owner reserves the right to deduct from amount due to the Contractor, the amount paid to another contractor or County personnel to correct the work.
3. If the Contractor fails to provide the services within one workday after having been issued a written (fax or email) notice, the County may arrange for the services to be performed by another contractor or by County personnel. Repeated failure to fully complete any project or task in a workmanlike and professional manner shall result in the contractor being considered in default.

III.OFFEROR'S INSTRUCTION

A. PROPOSAL PREPARATION:

1. The Offeror must submit a proposal, which demonstrates and provides evidence that the Offeror has the capabilities, professional expertise, and experience to provide the ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the County of Pittsylvania. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Each copy of the proposal should be bound with all documentation in a single volume where practical. Responses must, in any event, contain the following information and be organized into separate chapters and sections using the format described below in order to provide each firm an equal opportunity for consideration:

- a. Proposer's plans to accomplish the work in the Statement of Needs, including, but not limited to experience in providing services described herein for other clients and the expertise of participating personnel.
- b. Firm's background, company history, and locations, including the principals and their background. (Please detail the ownership structure and other relevant information regarding the firm.)
- c. Proposer's experience in vehicle maintenance management
- d. A detailed price schedule including all labor, supervision, equipment, tools, parts, and materials, as necessary, to provide maintenance services and repairs to the County's vehicles.
- e. A list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, description of type of services performed, and person the County may contact.
- f. A copy of any applicable Federal, State, or Local license required to legally perform the service, or sell the goods specified in the RFP.

g. A certificate of insurance for all required coverage's endorsing the County of Pittsylvania to the insurance policy as an additional insured

3. Proposals shall be signed by the authorized representative of the Offeror.
4. Proposals should be prepared simply and economically, providing a straightforward, concise, detailed description of capabilities to satisfy the requirements of the RFP.
5. All expenses for making proposals to the County shall be incurred by the Offeror. Offeror must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. Such status shall be maintained during the term of a contract. A contract entered into by a business in violation of the requirements is voidable at the option of the public body.

B. PROPOSAL SUBMISSION:

1. The following documents must be received in our office via hard copy no later than the closing date and time stated below. If not received by date and time, your proposal will be deemed late and not be considered.

- a. Your original proposal.
- b. Signed original of the completed Request for Proposal Title Page.
- c. Completed and Signed Appendix C "Price Schedule
- d. ADDRESS: Proposals should be mailed or hand delivered to:

Pittsylvania County Purchasing Department
Attn: Connie Gibson
1 Center Street
Chatham, VA 24531

C. SUBMISSION OF PROPRIETARY INFORMATION:

1. All information submitted to the County in response to this solicitation will constitute public information and will be available to the public for inspection upon request pursuant to the Virginia Freedom of Information Act (FOIA). Pursuant to Virginia Code Section 2.2-4342. Bidder/Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code Section 59.1-336, part of the Uniform Trade Secrets Act. In order to claim this exemption, the Bidder/Offeror shall perform ALL of the following:
 - (a) include a written request indicating Bidder/Offeror's desire to invoke the protections of Virginia Code Section 2.2-4342 with submitted proposal materials/data;
 - (b) specifically identify the data or other materials to be protected by clearly labeling each page containing applicable data as PROPRIETARY; and
 - (c) to the County's satisfaction, articulate the rationale for why protection for the particular data or materials is necessary. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable. Without waiving sovereign immunity or any other available defenses, the

County asserts that failure to meet all of these requirements will result in the data or materials being open for inspection in response to a valid inquiry under FOIA and will serve to waive any right of the Bidder/Offeror to assert a claim against County for disclosure of trade secrets or proprietary information. Bidder/Offeror shall be responsible for intervening and defending, at its expense, any demands made upon the County by third parties for production of any such items.

D. RECEIPT OF PROPOSALS/LATE PROPOSALS:

1. It is the Offerors responsibility to ensure that his/her proposal is received prior to or at the specific time and the place designated in the solicitation. Proposals received after the date and time specified shall not be considered. No responsibility will be attached to any County personnel for the premature opening of a proposal not properly addressed and identified on the outside of a sealed envelope.

E. COOPERATIVE PROCUREMENT:

1. This procurement is being conducted on behalf of Pittsylvania County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.

2. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract.

3. With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

4. The County of Pittsylvania, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Pittsylvania County contract.

5. It is the Contractors responsibility to notify other public body(s) of the availability of the contract(s).

IV. PROPOSAL EVALUATION PROCESS

A. The County of Pittsylvania's Purchasing Department shall review and evaluate all proposals submitted by Offerors responding to this RFP. The proposals will be evaluated and ranked based on the Evaluation Criteria listed in Section V. The County of Pittsylvania may ask top ranked Offerors to attend a presentation discussion as part of the evaluation process. Businesses invited to the discussion should be prepared to have general discussions on non-binding estimates of cost to provide requested services. At the conclusion of the evaluation process, the County will select one or more firms with whom final negotiations will be conducted in an effort to obtain a contract.

V. PROPOSAL EVALUATION CRITERIA

A. The respondents will be evaluated on the following criteria:

- 1) Completeness of Proposal (20 points)
- 2) Qualifications and Experience of the Proposer, including (30 points)
- 3) applicable Virginia licensing requirements (5 points)
- 4) Approach to providing the services (30 points)
- 5) Nonbinding Estimates of Cost (15 points)

The County of Pittsylvania reserves the right to reject any or all proposals.

VI. SPECIAL TERMS AND CONDITIONS

AWARD TO MULTIPLE OFFERORS: 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 reserves the right to make multiple awards as a result of this solicitation. 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 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 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.

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 and on the County Public Notice Bulletin Board located at 1 Center Street, Chatham, VA 24531.

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.

RENEWAL OF CONTRACT: The County's intent is to award a one (1) year contract with an additional four (4) one-year renewals, subject to mutually agreed upon pricing and terms and conditions. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

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

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the 60 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.

WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract.

VII. COST, CERTIFICATION
RATES

Successful Offeror shall furnish all labor, supervision, equipment, tools, materials, and all else necessary, to perform professional vehicle maintenance and automotive mechanical services for Pittsylvania County, Virginia (hereinafter referred to as the “County”), but not limited to; at the prices provided below, as follows:

Item #	Description	Price per unit	Unit
1.	Oil Change Service (5 Quarts Oil)		Ea
2.	Additional Quart of Oil		Ea
List Brand of Oil: _____ List Brand of Oil Filter: _____			
3.	Repair Tire		Per tire
4.	Brake Replacement		Ea
5.	Coolant Flush and Replacement		Ea
6.	State Safety Inspection		Ea
7.	Front End Alignment, Two-Wheel		Ea
8.	Alignment, Four-Wheel		Ea

All services not listed above will be billed by “time and materials”. Materials shall be provided by the Contractor at Contractor’s cost:

Item #	Description	Hourly Rate
9.	Labor, ASE Mechanic	
10.	Labor, non-ASE Mechanic	
11.	Labor, Mechanics Helper	
12.	Labor, ASE Mechanic After Regular Working Hours	
13.	Labor, non-ASE Mechanic After Regular Working Hours	

SIGN: _____

PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS

PURCHASING DEPARTMENT

I. GENERAL CONDITIONS AND INSTRUCTIONS TO 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 request for proposal 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 proposal 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.

The County's invoice processing is automated to a computer and we have a cut off date for monthly bills or invoices around the 22nd day of each month. Once this deadline is past we will not attempt to update the bills for payment list. This process may be contrary to most business billing cycles, which close out at the end of the month. We will not pay finance charges for bills, which fall due or late for the preliminary billing which didn't meet our billing deadline.

It will be the contractor's responsibility to comply with the County's bill processing procedure and invoicing (complete with the necessary information) within our time frames. If these are met, payment can be expected by the tenth of the following month.

16. Discounts:

All proposals 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 proposal.

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 proposal 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 proposal submitted by the successful bidder and the proposal 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 proposal, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a proposal under this solicitation, the 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.