



PITTSYLVANIA COUNTY, VIRGINIA
REQUEST FOR PROPOSALS

March 1, 2018

Regional Economic Development Strategic Plan

REQUEST FOR PROPOSAL

20180301

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

Pittsylvania County, Virginia
RFP # 20180301
Issue date: March 1, 2018
Regional Economic Development Strategic Plan

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 23, 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 #20180301, Regional Economic Development Strategic Plan.
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 23, 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)

1. **PURPOSE**

Pittsylvania County, Virginia, Danville Regional Foundation and Danville Office of Economic Development is seeking proposals from consultants or consultant teams to assist in preparing a regional economic development strategic plan. We have defined our focus over the next five to ten years to examine the five core questions in the Scope of Work, as they apply to Pittsylvania County /Danville Region. For purposes of this RFP, Pittsylvania County/Danville Region will be known as “The Region”.

2. **BACKGROUND**

The Region seeks to define its business and economic development goals and strategies. Therefore, the Region is seeking the services of a qualified and experienced consultant for the development of an Economic Development Strategic Plan.

The development of a Strategic Plan and implementation of new recommendations will allow the county to take a fresh look at its economic development strategies as it seeks to increase opportunities for growth for existing businesses, attract new businesses and employment opportunities through incentives and other recruitment tools, and provide local employment for the county and region’s well-qualified workforce. The offeror is to prepare a plan that inventories assets, notes opportunities, reviews existing plans, evaluates development goals and strategies, and outlines the timing and anticipated cost of implementing these strategies. Engagement of economic development partners in the development of the Strategic Plan is expected.

The total budget for the plan is to be determined, but will be divided into four primary sectors, each with a dedicated percentage of the budget. The four sectors are as follows: Advanced Manufacturing, Food and Beverage Processing, Plastics and Agriculture. To ensure industry buy-in, advisory committees of stakeholders will be assembled for each sector, to participate in creating a detailed outline of specific deliverables for each section of the plan. The committees will also review the product after completion.

3. **SCOPE OF WORK**

The Region is seeking a qualified firm or individual with significant experience working with Economic Development Strategic Plans. The process shall analyze the current market situation and identify definite steps and specific actions to facilitate re-development, create new job opportunities, encourage entrepreneurship and innovation, enhance fiscal sustainability and investment in targeted development areas, place appropriate emphasis on market sectors, increase private investment throughout the region. The continued goal

is to maintain a collaborative approach to economic development throughout the community by partnering with both internal and external partners. The result will be a work plan for economic growth and established metrics with which to measure outcomes.

1. The Economic Development Strategic Plan must provide a multi-faceted vision for the Region's economic and business development future as well as specific actions to ensure success. The plan must incorporate up-to-date economic development best practices. It must be realistic and implementable. It should identify key issues. Specific recommendations on appropriate metrics that demonstrate economic development success are expected. The Elected Boards of the Region, Danville Pittsylvania County Development Authorities, Southern Virginia Regional Alliance and the business community and general population must embrace the strategy as visionary and actionable. Economic Development partners and constituencies will be included in plan development meetings and discussions.
2. The Region's economic measures must be compared to similar Virginia localities including unemployment and poverty rates, industry mixes, population growth, wages, building permits and more. Though the Region is a unique community, these data will offer a baseline comparison to get a better sense of how the county measures with comparison to similar localities. These data should be tracked over time and compared with peer communities.
3. A comparison of budgets, staffing levels, capabilities and functional areas of the Region's Economic Development efforts to like communities must also be included with recommendations for county adjustments to its program and budget.
4. The Economic Development Strategic Plan must carefully consider and incorporate goals of other related regional documents.
5. The Economic Development Strategic Plan must be responsive to the priorities of the Region's economic development partners and have buy-in from the community at large. The proposal must address how the proposer intends to include The Region's economic development partners and community members in the preparation of the plan and how he or she intends to vet the prepared plan. The plan must be broadly discussed in a cross section of the community.
6. The Economic Development Strategic Plan must be organizationally comprehensive. The proposal must address how each of the functional areas within the Economic Development department, the county government team, and the broader community will be included in the plan. The proposal must identify goals and milestones to track implementation of the plan's recommendations and address how these goals and milestones will be collected and reported. Existing or readily available data (i.e., new

business licenses issued, business-related taxes collected, employment levels, etcetera) should be utilized in the goals and milestones reporting.

7. The proposal must include an initial fee proposal and general timeline, subject to adjustment based upon the final scope of work; and a roster of all personnel who will likely be involved with this work, including their role in this effort, their credentials, and relevant accomplishments. Virginia experience is preferred. The proposal should also include at least two (2), but not more than five (5) recent relevant examples of similar plans in which the proposer was either lead or played a significant role.
8. All final documents of the Economic Development Strategic Plan, which shall include but not be limited to twenty (20) copies, shall be presented to The Region no later than December 1, 2018.

4. FIVE CORE QUESTIONS

- A. What are our assets and how do we turn them into competitive advantages? Specifically, we seek assets that industries find valuable and that would make the region more attractive for locating/growing industry.
- B. What are the sectors and industries we should prioritize, based on the answers to #1 and why? What are the specific companies and how do they tie to our assets (like existing parks, existing supply chains, etc.)? How attractive is our region comparatively with other geographic regions of the U.S./internationally for these aforementioned types of industry?
- C. What are the critical short falls or gaps we must address to make progress on recruiting, growing and sustaining companies and entrepreneurs here? Is there a priority recommended for addressing these short falls? Do we grow the Danville Pittsylvania Regional Industrial Facility Authority, expanding it into surrounding areas and building more parks?
- D. Who are the key partners in the region (and beyond), what are their roles and how do we get them to efficiently and effectively cooperate (partner clusters mentioned included workforce and education, existing industries supply chains, economic development agencies, and marketing efforts)? Should we move to a regional, shared cost platform, and if so, how?
- E. How do we structure incentives going forward to new businesses? How do we create an incentives policy and agreement, so we are not acting "deal-by-deal"? What is the required ROI for the region on incentives and how do we calculate? How do partners share the costs and rewards of incentives? How

aggressive should the region be with regard to recruiting new industry, considering how we compare to other communities? A critical component of addressing this question should consider the population loss experienced over the last few years, the age/wealth income distribution, and the region's ongoing sustainability of job/population growth in certain demographic groups.

9. The proposal must include an initial fee proposal and general timeline, subject to adjustment based upon the final scope of work; and a roster of all personnel who will likely be involved with this work, including their role in this effort, their credentials, and relevant accomplishments. Virginia experience is preferred. The proposal should also include at least two (2), but not more than five (5) recent relevant examples of similar plans in which the proposer was either lead or played a significant role.
10. All final documents of the Economic Development Strategic Plan, which shall include but not be limited to twenty (20) copies, shall be presented to The Region no later than December 1, 2018.

Timeframe- Pittsylvania County anticipates the following timetable:

Revised proposals due: March 23, 2018, by 2:00pm

Evaluation Process - Week of March 26, 2018

Presentations to the Selection Committee – Week of April 2, 2018

Negotiations begin with top ranking firm – Mid April 2018

Award date: Late April 2018

Plan due date: December 1, 2018

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 #20180301, Economic Development Strategic Plan**". 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., Friday, March 23, 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.
- D. 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.
- E. 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.
- F. Rights of The Region n 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 Region.

EVALUATION AND AWARD CRITERIA

The Region intends to award the contract to the consultant that is deemed most qualified and responsive to the requirements of the project. The consultant selected will also be required to demonstrate its ability to provide the services required effectively with complete impartially and without any conflict of interest.

The selection of a consultant shall be based on qualifications submitted in written form as well as personal interviews. Criteria for selection will include, but not necessarily be limited to, the following:

- Relevant experience with similar projects, emphasis on economic development strategic plans. 25 points

- Qualifications and experience of key project team members who are actively involved throughout the entire project. 25 points
- Overall project approach and timeliness. 25 points
- Ability, capacity and skill of the consultants to perform the work, including financial stability. 20 points
- Cost Proposal (5 points)

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.

SPECIAL TERMS AND CONDITIONS

AWARD PROCEDURES

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

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.

OWNERSHIP/FOIA: 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.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to B-30 Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

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 exchanged. 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.