

# **PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**

## **FINANCIAL ADVISORY SERVICES**

**REQUEST FOR PROPOSAL 14-12-07  
DUE DATE & TIME: January 6, 2015 – 3:00 P.M.**

**CONTACT:**

**Connie Gibson, Purchasing Manager, (434) 432-7744**

**E-mail: [connie.gibson@pittgov.org](mailto:connie.gibson@pittgov.org)**

**DATE: December 2, 2014**

Pittsylvania County, Virginia  
RFP # 14-12-07  
Issue date: December 2, 2014  
Financial Advisory Services

**QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: Connie Gibson, Purchasing Manager, phone:(434) 432-7744 or e-mail: [connie.gibson@pittgov.org](mailto:connie.gibson@pittgov.org).

**DUE DATE:** Sealed Proposals will be received until **January 6, 2015**, no later than **3:00PM**. 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.**

Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than **2:00 p.m., Friday, December 10, 2014**. Questions may be faxed to (434) 432-7746 or emailed to [Connie.gibson@pittgov.org](mailto:Connie.gibson@pittgov.org).

All questions shall be directed to:

Ms. Connie Gibson  
Purchasing Manager  
Pittsylvania County  
P.O. Box 426  
Chatham, VA 24531

Tel: (434) 432-7744  
Fax: (434) 432-7746  
Email: [Connie.Gibson@pittgov.org](mailto:Connie.Gibson@pittgov.org)

All replies to questions will be responded to in writing and mailed or e-mailed to all offerors. All such responses by the County shall become part of the RFP.

Oral instructions do not become part of the proposal documents.

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)**

## **I. BACKGROUND:**

Pittsylvania County is searching for a Financial Advisor to perform general financial advising for the County's strategic use in decision making. Initial financial work may include examination of the County's long term debt structure, existing opportunities for refinancing to minimize/reduce payment of interest, financial planning for outstanding debt not permanently financed, and/or other financial advising deemed necessary by the County.

## **II. Scope of Services:**

1. The Financial Advisor shall provide pertinent advice and counsel to the County concerning developments in the financial community in general and municipal finance in particular, to enable the County to remain in the best financial posture.
2. The Financial Advisor may assist in preparing information for presentation to the municipal bond rating services, in order to achieve and maintain the highest bond rating realistically achievable. The advisor shall support County officials in all presentations to the rating services.
3. The Financial Advisor shall assist the County in preparing information and fulfilling filing requirements as required by current and future bond convents on an as needed basis.
4. The Financial Advisor shall work with the County officials in developing options, plans, and strategies for financing planned capital improvements, taking into consideration costs and the effects that various alternatives have on the County financial standing.
5. The Financial Advisor shall develop necessary time schedules to assure that all work is initiated and completed in a timely manner, including all work associated with the issuance of bonds, notes, and other debt obligations.
6. The Financial Advisor shall advise the County officials, on bond sales climate and make recommendations with respect to whether sales of bonds should be competitive or negotiated. In the event the County decides to proceed with a bond refunding, the Financial Advisor shall:
  - Work with the County and Bond counsel in structuring the bond issue;
  - Review documents and other agreements affecting the financing;
  - Oversee the bond sale process, to ensure the County is securing the most favorable costs.
  - Assist in the preparation and development of all bond documents, the presentation to the rating agencies of the Authority's bonds and the preparation, review and printing of the Official Statement.
7. The Financial Advisor shall present a recommendation to the County, as to the magnitude of financial opportunities and how best to proceed.
8. The Financial Advisor, shall perform other duties as specifically requested or as necessary during the term of the contract.

### **III. Proposal Requirements**

The County of Pittsylvania, Virginia, requests written proposals for financial advisors to serve for the period of January 2015 through January, 2018. The initial contract for financial advisory services will be for a period of thirty-six (36) months with a renewal option at the discretion of the County for an additional two (2) years.

The continuation of the terms, conditions and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Pittsylvania County Board of Supervisors and appropriation by them of the necessary money to be fund said contract for each succeeding year.

#### Proposal Inquires

Any questions, regarding the Scope of Services, as outlined in this Request for Proposal, should be addressed to Connie Gibson, Purchasing Manager, at (434) 432-7744 or by e-mail: [Connie.gibson@pittgov.org](mailto:Connie.gibson@pittgov.org).

#### Proposal Submission

All proposals submitted shall be valid for a minimum of ninety (90) days following commencement of vendor questions. All proposals submitted shall become the property of the County.

#### Acceptance or Rejection of Proposal

The County reserves the right to reject any and all proposals received in this request. The County is not obligated to award a contract solely on the basis of this request and reserves the right to request clarification of information submitted and to request additional information of all offerors.

In accordance with specifications herein, the proposal shall provide a concise delineation of capabilities, experience and approach to the tasks as outlined in Scope of Services. Firms shall specifically address the following items:

- Provide record of expertise in financial management, particularly as related to the issuance of Municipal General Obligation Bonds for clients of similar complexity.
- A list of similar municipal financial advisory services clients with similar complexity, along with the amount and date of each of their issues sold since July 2011.
- Three (3) references in Virginia, from the above list since July, 2011, providing client name, location, summary of services, name, title and telephone number of primary point of contact.
- Brief narrative providing the reason(s) offeror is especially qualified to serve as the County's Financial Advisor.
- Provide an overview of the firms municipal finance department.
- Provide qualifications and experience of primary personnel expected to be assigned to this project and their proposed responsibilities.
- Any other pertinent data relating to financial advisory services.

#### Evaluation and Selection

These criteria are to be utilized in the evaluation of qualifications for the development of a short list of those offerors to be considered for interviews and/or potential negotiations. Individual criteria may in all probability be assigned varying weights at the County's discretion, to reflect relative importance. Offerors are required to address each evaluation criteria in the order listed, and to be specific in presenting their qualifications.

- Firm’s informational resources, knowledge and experience to support the proposed role of Financial Advisor. (25 points)
- Experience of financial advisors in municipal bond sales. (25 points)
- Experience and qualification of key personnel, who will be assigned as advisors. (20 points)
- Client References (5 points)
- Quality and reputation of prior work (10 points)
- Completeness and quality of proposal.( 15 points)

The County may, if deemed necessary, ask for interviews with all or several of the firms submitting proposals

Selection Procedure

Selection shall be made of two or more Offerors deemed to be best qualified among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. Selected Offerors will be requested to present and explain their proposals to the Evaluation Committee and furnish any additional information that may be sought by the Committee. The Offerors will be ranked and negotiations will be conducted with the Offeror ranked first. If a contract, satisfactory to the County, can be negotiated, the Contract will be awarded to that Offeror. If not, negotiations will end with that Offeror and the County would begin negotiations with the Offeror ranked second.

Basis for Award

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and other information or factors deemed relevant by the County, shall be utilized in the final award.

**VI. 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 and the Pittsylvania County’s Procurement Policy.
- B. Five (5) copies of proposals shall be submitted to:
  - Pittsylvania County
  - Purchasing Department
  - P.O. Box 426
  - 1 Center Street – County Administration Building
  - Chatham, VA 24531
- C. Questions related to the RFP and the Consultant selection process should be directed to:
  - Connie Gibson, Purchasing Manager
  - Pittsylvania County Purchasing Department
  - Phone: (434) 432-7744
  - Fax: (434) 432-7746
  - E-mail: [connie.gibson@pittgov.org](mailto:connie.gibson@pittgov.org)

Questions or requests for clarification may be faxed or emailed to Pittsylvania County. All responses to inquires will be in writing and will be provided to all prospective offerors who have received an RFP from Pittsylvania County.

D. All Proposals must be in a sealed envelope or box and clearly marked in the lower left corner: **"Sealed Proposal - RFP #14-12-07, Financial 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 3:00 P.M., Tuesday, January 6, 2015.** 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.

E. 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.

F. Any vendor transacting business with Pittsylvania County may be asked to provide proof of registration with the State Corporation Commission (SCC), as required by Sections 13.1 or Title 50 of the Code of Virginia.

## V. GENERAL TERMS AND CONDITIONS:

### A. Acceptance, Invoicing and Payment

Pittsylvania County will make payment to the Consultant, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for work resulting from this RFP.

Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFP, or to the selected consultant prior to the Board of Supervisors' approval of a consultant services contract.

Pursuant to Virginia Code § 2.2-4354, 1950, as amended, the CONSULTANT covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the CONSULTANT under the Agreement, (i) pay any subconsultant for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subconsultant, or (ii) notify the COUNTY and the subconsultant, in writing, of its intention to withhold all or part of the subconsultant's payment and the reason therefore;

2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONSULTANT under the Agreement;
3. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subconsultant and the CONSULTANT on all amounts owed by the CONSULTANT that remain unpaid after seven (7) days following receipt by the CONSULTANT of payment from the COUNTY for work performed by the subconsultant under the Agreement; and
4. Include in its contracts with any and all subconsultants the requirements of 1, 2, and 3 above.

#### B. Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses, except in a case of default by the Consultant, the Consultant shall be responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs.

#### C. Audit

Consultant shall keep and require each of its subconsultants, if any, to keep, at no additional cost to County, full and detailed accounts of costs chargeable to County, during the project, and for five (5) years following completion. County shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of County), and verification of costs. Audit access to Consultant's records in lump sum or unit price areas when applicable shall be sufficient to satisfy County that all quantities meet the payments to its subconsultant and suppliers, Consultant shall remit promptly to County the amount of any adjustment resulting from audit.

#### D. 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.

#### E. Binding Effect

The terms, provisions, covenants and conditions contained in any resulting Contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

#### F. Compliance of Law

The Consultant providing materials and services to the County under any contract resulting from this RFP represents and warrants to the County that it is:



1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable.
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code §2.2-4311.1.
3. Complying with federal, state and local laws and regulation applicable to the performance of the services procured; and
4. In full compliance with the Virginia Conflict of Interest Act.

#### G. Contract Award

Pittsylvania County has the right to award a contract to more than one Offeror, if it is in the County's best interest to provide adequate services in accordance with the criteria found in the Scope of Services. Should Pittsylvania 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 the contract to the most qualified, responsible, and responsive offeror(s), resulting in a negotiated agreement, which is most advantageous to and in the best interest of Pittsylvania County. Pittsylvania County shall be the sole judge of the Proposal and the resulting negotiated agreement that is in the public interest, and Pittsylvania County's decision shall be final.

#### H. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of Pittsylvania County either before or after execution of the contract resulting from this Request for Proposal (RFP), RFP Addendum or follow-up negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon Pittsylvania County unless made in writing and where Board approval is not required, by the County Administrator or his designee

#### I. Contract Documents

The contract entered into by Pittsylvania County and the Consultant shall consist of this Request For Proposal, any addendum issued, the proposal submitted by the Consultant, Pittsylvania County's Standard Form of Agreement, and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents. Additional documents which the parties agree to include as contract documents may be set forth in the final contract.

#### J. Contract Performance Terms

Any contract resulting from this RFP shall have a term limit of one year and may be renewable for four additional one-year terms at the option of Pittsylvania County. This contract may be extended during the term of the existing contract for services allowed to complete any work undertaken but not completed during the original term of the contract.

#### K. 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 Consultant, 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 Consultant shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Consultant's bid/proposal.
3. With the approval of the Consultant, any public body using the resultant contract has the option of executing a separate contract with the Consultant 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.
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 Consultant 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. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Consultant, the Consultant may withdraw its consent to extension of the contract to that particular public body.
5. Pittsylvania County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Consultant may carry out such notification.

L. Definitions:

1. **Consultant:**  
The Consultant who enters into a contract with Pittsylvania County to provide the services herein for Pittsylvania County.
2. **County:**  
Wherever the word "County" appears, it shall be understood to mean Pittsylvania County Government.
3. **Offeror:**  
A person who makes an offer in response to a Request for Proposals.
4. **Informality:**  
A minor defect or variation in a bid or proposal from the exact requirements of the Invitation for Bid, or the Request for Proposal, which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

M. Drug Free Workplace

During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant'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 Consultant that the Consultant 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 the provisions will be binding upon each subconsultant or vendor.

For the purposes of this section, “drug-free workplace” means any site at which the performance of work is done in connection with this contract awarded to the Consultant, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

N. Ethics in Public Contracting

The Offeror hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Section 2.2-4367 through 2.2-4377, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this RFP, are proper and in accordance herewith. By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subconsultant in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.

O. Examination of Records

The Consultant agrees that Pittsylvania County or any duly authorized representative shall have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Consultant involving transactions related to any contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims. Consultants agrees to keep all records in accordance with the state and local retention laws including but not limited to Virginia Code § 55-525.27.

P. Faith-Based Organizations

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as amended, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations “Faith-based Organization” means a religious organization that is or applies to be a Consultant to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193. If CONSULTANT is a faith-based organization, then Consultant shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as amended, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:

Neither the COUNTY’S selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or

your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County Administrator.

#### Q. Federal-Aid Provisions

When the U. S. government pays all or any portion of the cost of a project, the Consultant shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Consultant shall require all subconsultants to observe all federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that is part of the regulation shall be followed in accordance with the federal law, rules and/or regulation made pursuant to such laws. A Duns number will be provided by the Consultant and registration with the Central Consultant Registration (CCR) shall be followed according to the federal aid provisions.

#### R. Freedom of Information

All information submitted to the County in response to this RFP will constitute public information and pursuant to the Virginia Freedom of Information Act will be available to the public for inspection upon request. Pursuant to Virginia Code §2.2-4342, a Bidder/Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code § 59.1-336, part of the Uniform Trade Secrets Act. In order to claim this exemption, a Bidder/Offeror must: (1) Submit a request in writing referencing their desire to invoke the protections of Virginia Code § 2.2-4342; (2) Specifically identify which data or materials they wish to have protected; and (3) Articulate the rationale for why protection is necessary for the particular data or materials, to the satisfaction of the County. Failure to meet these requirements will result in the data or materials being open for inspection in response to a valid inquiry under the Virginia Freedom of Information Act and serve to waive any right of the Bidder/Offeror to assert a claim against the County for disclosure of trade secrets or proprietary information.

#### R. Force Majeure

In any contract resulting from this RFP, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action, and labor conditions. In the case of an industry wide material shortage the Consultants shall provide to the County within 24 hours of Consultant's determination that there exists an industry wide material shortage, the following: 1) a written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, suppliers and/or retailers from which Consultant has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by Consultant to obtain said materials; 4) a written statement, signed by an authorized representative of Consultant, that Consultant has used due diligence to secure said materials in the most expeditious manner; 5) a written time frame in which Consultant anticipates that it will obtain said materials and; 6) the County, or its authorized representative, concurs that there is an industry wide shortage of the specific material so identified by Consultant.

#### S. Grant Funds Provision

When a project is funded in part or all by grant funds, the Consultant shall observe all rules and regulations according to the grant fund award documentation. Consultant has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

#### T. Governing Law

In any contract resulting from this RFP, the parties agree that this agreement is governed by and shall be interpreted in accordance with the Pittsylvania County Procurement Policy and the laws of the Commonwealth of Virginia, the Virginia Public Procurement Act, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Pittsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court.

#### U. Headings

Headings in the RFP and any resulting contract are informational only and the substance of each numbered or lettered provision shall prevail in the event of any ambiguity or inconsistency between a heading and its content.

#### V. Insurance

During the performance of any Contract resulting from this RFP, the Consultant shall have and keep current insurance whichever is greater in scope or amount as follows:

- a. Worker's Compensation Insurance in compliance with all states in which Consultant does business, including coverage B Employer's liabilities in not less than the following amounts:
  - i. Bodily Injury by accident \$100,000 for each accident;
  - ii. Bodily Injury by disease, \$500,000 policy limit;
  - iii. Bodily Injury by disease, \$100,000 for each employee.
- b. General Liability insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent Consultants, and personal injury.
- c. Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned apparatus.
- d. Professional Liability Insurance in an amount not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The amount of coverage may increase according to the project value.

The General Liability and Automobile Liability ~~insurances~~ specified herein shall name Pittsylvania County as additional insured with regard to work performed under any contract resulting from this IFB. The Consultant shall provide Pittsylvania County with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying Pittsylvania County if there is any change in liability insurance.

#### W. Interpretation

Words of any gender used in any Contract resulting from this RFP shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

#### X. Non-Collusion

The party making the foregoing proposal hereby certifies that such proposal is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham proposal or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price or affiant or of any proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the County or any person interested in the proposed contract; and that all statements in said proposal are true.

#### Y. Non-Discrimination

Any contract resulting from this RFP and every contract, sub-contract, or purchase order there under shall include the following provisions according to Virginia Code 2.2-4311:

During the performance of a contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicant for employment, notices setting forth non-discrimination clause.
- b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant 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 requirement.

The Consultant will include the provisions in the foregoing paragraphs a, b, and c in every contract, subcontract, or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor associated with Pittsylvania County.

#### Z. Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by Pittsylvania County, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this RFP, nor of any power herein reserved to Pittsylvania County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of Pittsylvania County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

#### AA. Proposal Withdrawal

Any Proposal may be withdrawn up until the time set above for the opening of the Proposal. Any Proposals not so withdrawn shall constitute an irrevocable offer for a period of 120 days.

#### AB. RFP Proposal and Clarification

Pittsylvania County reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to Pittsylvania County's Purchasing Manager. Pittsylvania County shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum signed by Pittsylvania County's Purchasing Manager is the only official method whereby interpretation, clarification, or additional information can be given. Pittsylvania County will provide electronically or by mail to all official RFP holders any addenda, which are issued to this Request for Proposal. Official RFP holders are those who obtain an RFP from the Pittsylvania County Purchasing Manager.

#### AC. Release and Ownership of Information

Pittsylvania County shall make a good faith effort to identify and make available to the Consultant all non-confidential technical and administrative data in Pittsylvania County's possession which Pittsylvania County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Consultant and relating to its work under this Contract. Pittsylvania County reserves its rights of ownership to all material given to the Consultant by Pittsylvania County and to all background information, documents, and computer software and documentation developed by the Consultant in performing any Contract resulting from this RFP.

No reports, information or data given to or prepared by the Consultant under the resulting Contract shall be made available to any individual or organization by the Consultant without the prior written approval of Pittsylvania County, which approval Pittsylvania County shall be under no obligation to grant.

As may be allowed by law, any information, ideas, or concepts that the County receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of Pittsylvania County. Pittsylvania County may use this information for any purpose without compensation to the offeror from whom the information was received.

#### AD. Rights and Responsibilities of Consultant

The Consultant shall indemnify, defend and hold harmless the County and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by Consultant and/or its Consultants or employees, or anyone else for who Consultant is or may be responsible. This section shall survive the termination this agreement.

The Consultant in any contract resulting from this RFP shall pay all royalties and license fees necessary for performance of the contract. The Consultant shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save Pittsylvania County harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

#### AE. Sub Consultants and Assignments

The Consultant shall not sublet or assign or transfer any interest in this Contract or any portion thereof without the prior written consent of Pittsylvania County of which Pittsylvania County shall be under no obligation to grant. In seeking consent for any subcontract or assignment, the Consultant shall furnish all information required by Pittsylvania County to permit Pittsylvania County to ascertain the qualifications of the proposed subconsultant to perform the work, and the Consultant shall submit a copy of the subconsultant to Pittsylvania County for approval. The subconsultant shall incorporate by reference all provisions and conditions of the Contract resulting from this RFP.

Pittsylvania County's approval of a subconsultant shall not relieve the Consultant of any of its responsibilities, duties or liabilities hereunder. The Consultant shall continue to be responsible to Pittsylvania County for performance of the subconsultant and the subconsultant, for all purposes, shall be deemed to be an agent or employee of the Consultant. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any subconsultant and Pittsylvania County.

AF. Tax Exemption

The County of Pittsylvania as a public body of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the County.

AG. Termination

Pittsylvania County shall have the right to terminate at Pittsylvania County's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced, and data collected shall become the property of Pittsylvania County.

**Cost estimates relating to a proposed procurement transaction prepared by or for a public body, shall not be open to public inspection.**