



PITTSYLVANIA COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS  
FOR A  
COMPREHENSIVE JUSTICE NEEDS ASSESSMENT  
OF THE COUNTY COURTS AND JAIL FACILITIES

JUNE 16, 2017

1 Center Street  
P. O. Box 436  
Chatham, Virginia  
24531

REQUEST FOR PROPOSAL

# 2017-06-16

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

Pittsylvania County, Virginia  
RFP # 2017-06-19  
Issue date: June 19, 2017

Comprehensive Justice Needs Assessment of the County Courts and Jail Facilities

**GENERAL INFORMATION FORM**

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

**DUE DATE:** Sealed Proposals will be received until Friday, **August 4, 2017**, no later than **2:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

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

All Proposals must be in a sealed envelope and clearly marked in the lower left corner: **Sealed Proposal - RFP #2017-06-16, Comprehensive Justice Needs Assessment of the County Courts and Jail Facilities.** 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, August 4, 2017.** Any proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Pittsylvania County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

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

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:

_____	Date: _____
_____	By: _____ (Signature in Ink by Officer of the Corporation)
_____	Name: _____
_____	_____
_____ Zip Code _____	(Please Print) Title: _____
Phone: (____) _____	Fax: (____) _____
E-mail: _____	State of Incorporation: _____
	State Corporation Commission #: _____

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

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

**(Return this Form)**

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## 1.0 PURPOSE

This Request for Proposal (RFP) is issued to obtain proposals from qualified firms (offerors) to provide a Comprehensive Justice Needs Assessment of the County's courts and jail systems and facilities.

## 2.0 COMPETITION INTENDED

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

## 3.0 BACKGROUND INFORMATION

The age, condition, and extent of overcrowding of the existing courthouse and jail require Pittsylvania County to assess its needs and options to address its current and future needs. Currently, the Jail has a rated capacity by the Virginia Department of Corrections of 36 inmates. The daily inmate population for the Jail often exceeds 100 inmates.

The County has not identified any specific sites to construct new facilities. The County anticipates that the selected offeror will make recommendations to the County as to the site requirements for new facilities, should the assessment indicate such is needed. The selected offeror will also evaluate the potential for expansion on existing or adjacent properties. Should the assessment indicate the need for additional property, the County will identify up to three (3) sites to be preliminarily evaluated further by the selected offeror.

## 4.0 SCOPE OF SERVICES – COURT NEEDS ASSESSMENT

1. Review available information.
2. Meet with Pittsylvania County court staff, constitutional officers, and County officials to solicit input on the Court's needs.
3. Establish project issues and design requirements, including:
  - Type of construction;
  - Review of existing documents and data;
  - Site requirements, including conceptual site plan(s), ingress/egress, and security/access control;
  - Space needs and requirements;
  - Logistical considerations;
  - Traffic and parking requirements;
  - Water and wastewater requirements;
  - Stormwater management;
  - Power and other utility requirements;
  - Energy efficiency;
  - Technology and communication requirements;
  - Preliminary project schedule and budget; and,
  - Conceptual building and site plan options.

4. Prepare a written document to include statistical analysis of current and future court use trends, caseload analysis, preliminary space needs, preliminary recommendations for security, courtroom technology, clerk records management, inmate detention and transport, meeting rooms, other court service needs, conceptual building and site layout, project schedule, utility requirements, and preliminary project budget.
5. Present to Board of Supervisors
6. During the assessment, the County may elect to authorize the selected offeror to proceed with assistance in petitioning the Circuit Court for a writ of election on the question of the removal of the Courthouse by offering guidance and advice on site and option selection and development of detailed cost estimates to construct a facility that meets all guidelines established by the Supreme Court of Virginia and addresses the future space needs of the County's Courts.
7. Should the County decide to proceed with an option into formal design and construction, the County may elect for the selected offeror to provide detailed A/E design services and construction administration services for the selected option.

## 5.0 SCOPE OF SERVICES – JAIL ASSESSMENT

1. Prepare a Community Based Corrections Plan (CBCP) in accordance with the "Standards for Planning, Design, Construction, and Reimbursement of Local Correctional Facilities, July, 1994", issued by the Virginia State Board of Corrections. The CBCP shall include, but not be limited to, the following:
  - a) An analysis of available criminal justice and offender population data.
  - b) An analysis of existing resources including facilities, pretrial, and post-dispositional punishment alternatives.
  - c) An analysis of existing criminal justice resources, availability of law enforcement, commonwealth attorney, and judicial officer services.
  - d) The need for and resources necessary to expand and/or establish pre-trial and post-dispositional alternatives.
  - e) A locality-specific jail population forecast by year for fifteen (15) years.
  - f) A projection of the square footage and cell / dormitory requirements by security level based upon the population forecast.
  - g) A description of the existing jail to include age, size, rated capacity, operating capacity, condition, and deficiencies.
  - h) A description of administrative operating, program, and special management space.
  - i) A description of the status and action plan to address physical plant deficiencies identified in the last certification audit.
  - j) A description of the jail based programs and services to include frequencies, adequacy and available resources.
  - k) A description of pretrial and post-dispositional programs and alternatives.

- l) (1) An analysis of the annual trends for the past five (5) years with regards to arrests, circuit court, and misdemeanor criminal cases commenced, closed, pending, and age of cases.
  - (2) Average daily populations for the past five (5) years.
  - m) Recommendations for program strategies to reduce jail population.
2. Evaluate the potential to renovate and expand the existing jail on-site to include order of magnitude costs.
  3. Evaluate the potential to renovate and expand the jail on an adjacent site to include order of magnitude costs.
  4. Evaluate the potential to build a new County jail on a new site to include order of magnitude costs. Include recommendations on size and features of a new site.
  5. For items 2., 3., and 4. above, estimate the number of vehicle parking spaces needed to accommodate staff and visitors.
  6. Prepare order of magnitude staffing projections for items 2., 3., and 4. above.
  7. During this study/assessment, the County may elect to have discussions with existing regional jails to join with or contract with such jails to obtain additional bed space. The County may also consider establishing a new regional jail with other jurisdictions.
  8. During this study/assessment, the County may elect to authorize the selected offeror to proceed with the preparation of a Jail Planning Study in accordance with the "Standards for Planning, Design, Construction and Reimbursement of Local Correctional Facilities, dated July 1994", issued by the Virginia State Board of Corrections. This Planning Study would be based upon one of the options 2, 3 and 4 listed above and one of the sites evaluated by the offeror and selected by the County.
  9. Upon State approval of the Planning Study, the County may elect to contract directly with the selected offeror to provide detailed A/E services and construction administration for the approved option at its sole discretion.

## 6.0 RESPONSIBILITIES OF THE COUNTY

The County will provide the following to the selected offeror:

1. Copies of record or as-built drawings of the existing jail and courthouse buildings, expansions, and renovations, if available. The offeror may rely on the information provided and shall not be required to make measured drawings.
2. Copies of available site plans, surveys, utility plans, boundaries, etc. of County property where the existing courthouse and jail are located. The County will include adjacent or nearby properties that could be utilized for new construction or

- enlargement of the courthouse and/or jail. The offeror may rely on the information provided and shall not be required to make measured drawings.
3. Copies of any reports concerning the presence or removal of hazardous materials such as asbestos and lead based paint at or within the jail and courthouse buildings. Offeror shall not be required to survey or make statements regarding the presence of hazardous materials. If needed, such surveys shall be provided by the County.
  4. Based upon site criteria provided by the selected offeror, the County shall identify up to three sites for the selected offeror to preliminarily evaluate for suitability for construction of new courthouse and/or jail facilities. The County will make available site size, configuration, available utilities, topography, and other pertinent information needed for evaluation by the selected offeror. If such information does not exist, the County may authorize the selected offeror to obtain such information as an additional service.
  5. Copies of current staffing, position titles and salary ranges for the courts and jail.
  6. Assist the selected offeror in arranging and scheduling meetings with County staff for interviews, information gathering, planning sessions, and presentations.

## 7.0 EVALUATION OF PROPOSALS - SELECTION FACTORS

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

- A. Proven management skills and technical competence of the offeror – this includes experience in the successful programming, planning, design, cost estimating, and construction of courthouses and jails in Virginia. Offerors should list at least three similar court planning projects and at least three jail planning projects completed in Virginia within the last 10 years. (30 points)
- B. Credentials of project team members, particularly as related to prior work of this nature, including previous experience in the development of similar studies and familiarity with the Virginia Courthouse Facility Guidelines and requirements of the Commonwealth of Virginia Board of Corrections. Provide resumes of key personnel who will be responsible for the work. (25 points)
- C. Understanding of task and requirements as depicted in this proposal. (25 points)
- D. Ability to complete the work within a reasonable timeframe. Provide a preliminary schedule. (10 points)
- E. Overall quality and completeness of proposal. (10 points)

The Selection Committee will evaluate the most responsive proposals as deemed by staff and may also ask questions of a clarifying nature from offerors as required. Each committee member will complete a proposal evaluation matrix form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the written proposals in a descending order. The County shall engage in individual discussions with two or more Offerors deemed the most fully qualified, responsible and suitable on the basis of the Selection Committee's evaluations. These Offerors will be requested to make an oral presentation to the Selection Committee to explain their proposal and answer questions.



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

## 8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

### INSTRUCTIONS TO OFFERORS

- A. This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2
- B. 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. All Proposals must be in a sealed envelope or box and clearly marked in the lower left corner: **"Sealed Proposal - RFP #2017-06-16, Comprehensive Justice Needs Assessment of the County Courts and Jail Facilities.** 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, August 4, 2017.** Any proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.
- D. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to

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

E. Addendum and Supplement to Request

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

F. Ownership of all data and

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. Authority to Bind Offeror in Contract Proposals MUST give full legal name of the entity that is the offeror, including mailing address. Failure to manually sign proposal may disqualify it. The person signing the proposal should show TITLE or AUTHORITY TO BIND HIS OFFEROR IN A CONTRACT. Offeror name and authorization signature must appear on the Proposal Form.

G. Withdrawal of Proposals

1. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
2. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
3. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

#### H. Subcontractors / Consultants

Offerors shall include a list of all subcontractors / consultants, if any, in their proposal. Proposals shall also include a statement of the subcontractor / consultants' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors / consultants.

#### I. 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.

#### J. Late Proposals

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

#### K. Rights of County

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

#### L. Deviations from Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to determine the responsiveness of any deviation.

#### M. Miscellaneous Provisions and Requirements

1. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
2. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The County will schedule the time and location for this presentation.
3. The successful offeror will be expected to execute a contract with the County utilizing the AIA B101 2007 Edition.
4. The County reserves the right to reject all proposals of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.
5. The County may elect to extend, modify, or expand the scope of services provided by this RFP to include additional studies related to the criminal justice system in Pittsylvania County, the courts and jail, preliminary design, construction documents and construction administration services at its sole discretion.

PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS  
PURCHASING DEPARTMENT

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

(1) During the performance of this contract, the contractor agrees as follows:

A. **Nondiscrimination Clause:** The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. **Equal Opportunity Employer:** The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

(3) Drug Free Workplace – During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to

review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchange. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this

contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the part of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands Within These Specifications:



The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

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

23. Cooperative Purchase

If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Pittsylvania County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

24. Availability of Funds/Non-Appropriation Clause

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

Pittsylvania County  
Comprehensive Justice Needs Assessment  
of the County Courts and Jail Facilities

References:

Offerors shall provide references on this form.

1. Organization: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Organization: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Organization: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

4. Organization: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_