



**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**

**REQUEST FOR PROPOSAL #2017-05-15**

**JANITORIAL SERVICES – CHATHAM AND GRETN  
PUBLIC LIBRARY BUILDINGS**

**May 15, 2017**

**CONTACTS: LISA TUIE, INTERIM LIBRARY DIRECTOR (434) 432-3271  
CONNIE GIBSON, PURCHASING MANAGER (434) 432-7744**

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
JANITORIAL SERVICES – CHATHAM AND  
GRETNA LIBRARY BUILDINGS**

**Request for Proposal**

**Issue Date:** May 05, 2017

**RFP# 2017-05-15**

**Issuing:** Pittsylvania County, Virginia, Purchasing Department

**Title:** Janitorial Services for Chatham and Gretna Public Libraries

**Sealed Proposals Will Be Received Until 2:00 P.M., June 13, 2017,**

Mailing address: Connie Gibson  
Purchasing Manager  
Pittsylvania County Purchasing Department  
P.O. Box 426 – 1 Center Street  
Chatham, VA 24531

Copies of the Proposal Documents may be obtained at the Purchasing Department located in County Administration Building 1 Center Street, Virginia, at no charge. You may also download this bid at [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov) website.

All inquiries for proposal information should be directed to: Connie Gibson, Purchasing Manager, telephone number: (434) 432-7744, Fax: (434) 432-7746, or [connie.gibson@pittgov.org](mailto:connie.gibson@pittgov.org).

**Please mark outside of envelope as follows:**

**RFP 2015-04-20** – Janitorial Services for Chatham and Gretna Public Libraries

**PRE-PROPOSAL CONFERENCE:** There will be no pre-proposal conference. Each prospective proposer is required to visit and inspect each work location before submitting their proposal. Proposals will only be accepted from proposers who have visited the work location and conferred with the bookkeeper/accountant.

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 invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Print Name

Title

Telephone Number: \_\_\_\_\_

e-mail: \_\_\_\_\_

FIN: \_\_\_\_\_

**REFERENCES:** Provide at least three (3) references that you currently provide janitorial services for. Please include the company name, a contact person's name and a phone number.

1.

2.

3.

**1. PURPOSE:**

The intent of this request for proposal is to establish a contract with a qualified firm to provide janitorial services for the Pittsylvania County Public Library system at its Chatham and Gretna buildings. Contract to begin July 1, 2017.

**2. SCOPE OF WORK:**

The contractor shall furnish all labor and supervision to clean the following listed buildings: Pittsylvania County Public Library--Chatham Main Library; Northern Pittsylvania Library and Learning Center/The Riddle Center, Gretna. The Chatham building is located at 24 Military Drive, Chatham, Virginia and is approximately 7600 square feet (including library area, workrooms, offices, meeting and staff rooms, computer lab, entrances, three bathrooms, storage area, and the janitor's supply closet). The Gretna building is located at 207 Coffey Street, Gretna, Virginia. The library area, approximately 6,103 square feet, (including the library, a meeting room, two offices, two classrooms, closet, halls, two restrooms, a mechanical room, and a work area).

**3. CONTRACTOR'S PERSONNEL:**

1. *Supervisor:* The Contractor shall assign not less than one qualified supervisor to physically supervise the Contractor's employees in each building and to ensure adherence to the cleaning schedule. The supervisor shall be responsible for all keys assigned to unlock spaces and for the security of the building. The supervisor also shall be responsible for the conduct and performance of the Contractor's employees, and compliance with the following rules:
  - a. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building.
  - b. Contractor's employees shall adhere to the library's non-smoking environment. Smoking will not be permitted inside any building at any time.
  - c. No loud or boisterous conduct will be permitted.
  - d. Contractor's employees will not open desk drawers or cabinets at any time.
  - e. Contractor's employees are not to use or tamper with computers, office machines, equipment, or employees' personal property at any time, whether it is inside a desk or cabinet or not.
  - f. Contractor's employees may not use the library telephones at any time.
  - g. Contractor's employees shall be made aware of and follow safety procedures of the contractor and the library.
  - h. No one shall be in the building during cleaning except for the Contractor's employees and/or the library employees.
  - i. The work shall be under the supervision of, and inspected by, the bookkeeper/accountant at Chatham and the branch manager at Gretna.

**4. SPECIFICATIONS FOR THE WORK**

The following specifications are intended to serve as a guideline and apply to all bid items. The successful bidder shall perform all work to the complete satisfaction of the library. The successful bidder may deviate from the established standards if the library's administrator or her representative approves the deviation, and if such deviation will improve the quality of service received by the library, provided the deviation does not affect a price increase in the cost of the contract.

1. **Level of Service:** The Contractor shall provide a level of cleaning equal to standards defined by the Building Service Contractor Association for adequate cleaning. Adequate shall be defined as a cleaning standard that will provide no serious criticism.
2. **Cleaning times:** The Contractor shall perform the tasks of each area or item in the frequencies specified: the Chatham building is to be cleaned twice each week on a regular schedule of Tuesday and Thursday evenings after the library closes at 8:00 p.m. The Contractor and employees may **not** enter the buildings until after the library staff has secured them for the evening. The Gretna building is to be cleaned twice a week on a regular schedule. There shall also be an annual cleaning at each building during the Memorial Day weekend in May; specific tasks to be performed annually appear in section five (Page 7).
3. **Cleaning Supplies and Equipment:** The Contractor shall furnish all equipment [such as buffing machine, vacuum cleaner, mops]; cleaning supplies [must be non-toxic products]; trash bags and wastebasket liners. The Library will furnish toilet paper, paper towels, and soap for the dispensers. The contractor shall not use any products, supplies, or equipment that are injurious or damaging to the surface to which they are applied or exposed. The Contractor shall be responsible for restoring/replacing any equipment/facilities, furniture, floor coverings, etc., so damaged.
  - A. **Dusting and Cleaning:** The contractor shall dust and clean all horizontal surfaces weekly. Horizontal surfaces include desks, counter tops, chairs, tables, file cabinets, wall-mounted fixtures, picture frames, open space furniture, computer work stations and empty shelves and portions of shelves.
  - B. Door moldings, baseboards, books (tops and spines) should also be dusted. Books do not need to be taken from shelves. All window sills and ledges should be dusted weekly. Surfaces shall be free from dust after dusting is completed.
  - C. **Trash Removal:** All trash shall be removed from public areas and staff office areas twice a week, and from bathroom and public areas at Gretna twice a week. New liners shall be provided weekly or as needed. Spills shall be wiped from trash receptacles weekly. Waste containers and trash receptacles shall be kept clean inside and out. All trash shall be bagged prior to removal from each building. All outside ashtrays shall be emptied every week and absorbent material replaced monthly or as needed.

**D. Door and Window Care:** Glass in all exterior entrance doors, interior vestibule doors, and vision panels in doors shall be cleaned of spots and smudges at each cleaning. Door push-pulls and kick plates shall be cleaned or polished as required to remain free of fingerprints, smudges, and kick marks

**E. Carpet and Mat Care:**

1. All floors shall be spot-cleaned twice a week. Additional floor care shall be performed as outlined below. When dry dust mopping is required, mops must be treated to minimize or eliminate airborne dust.
2. All carpeted floors shall be vacuumed at each cleaning. Additional work shall be performed as outlined below. All loose paper, trash, and debris under furniture shall be removed. Carpet shall be thoroughly vacuumed weekly, moving furniture as necessary. Carpet shall be spot cleaned as necessary to remove spills and/or stains.
3. Entry mats shall be vacuumed and shaken-out at every cleaning. Mats shall be spot-cleaned as necessary to remove spills and stains.

**F. Tile, brick, and concrete floor care:**

1. All brick entryway areas shall be cleaned at every cleaning. During inclement weather, these floors should be given special attention.
2. The vinyl tile flooring in office and work areas should be swept clean at each cleaning. They should be damp mopped weekly.
3. Restroom floors shall be damp mopped twice a week at Chatham and Gretna with a germicidal cleaner. Restroom floors and baseboards, including grout joints, shall be brush scrubbed monthly.
4. The outside front entrance walk and the employee entryway should be swept at each cleaning.

**F. Ceiling care:**

1. Dust and cobwebs shall be removed when clearly noticeable. Grills and diffusers shall be dusted semi-annually.

**G. Wall care:**

1. All walls, doors, door jambs, window frames and light switches shall be spot-cleaned weekly to remove spills, soil marks, and graffiti.

**H. Restroom facilities:**

1. Restroom stalls and walls shall be spot-cleaned twice a week at both locations with a germicidal cleaner.
2. All commodes, seats, lavatories, and urinals shall be cleaned at each cleaning using a germicidal cleaner with brush or swab as required, inside and out including the flushing rim. The exterior of all fixtures shall be wiped dry including piping. All fixtures shall be left free from stains, streaks, and any marks or deposits.
3. All mirrors shall be cleaned at every cleaning.

4. Wipe clean all soap, towel, and toilet tissue dispensers. Soap, toilet tissue, and paper towels shall be replenished at each cleaning.
5. All sanitary napkin receptacles shall be emptied and cleaned using a germicidal cleaner at every cleaning.

**I. Computer tables and Computer lab:** All spots and soil marks shall be removed from computer tables at each cleaning. Tables and chairs shall be dusted with treated dust cloths to eliminate airborne dust weekly.

**J. Drinking Fountains** shall be wiped clean with a sanitizing solution and polished at each cleaning.

**K. Miscellaneous:** All lights in the library except for the safety lights shall be extinguished when cleaning has been completed. All graffiti and gum shall be removed as it appears.

**5. ANNUAL CLEANING:** An annual cleaning shall be performed during the Memorial Day weekend in May.

- a. All carpeting shall be vacuumed and shampooed.
- b. All vinyl floors shall be stripped, sealed, and re-waxed.
- c. All upholstered and fabric-covered furniture shall be cleaned as needed.
- d. Complete shelf dusting shall be performed.
- e. Windows shall be cleaned
- f. Clean all furniture surfaces
- g. Glass display cases shall be cleaned
- h. Glass on inside and outside front doors shall be cleaned.

**6. PLAN OF OPERATION:** Within thirty days after the award of the contract, the Contractor shall submit to the library director a complete plan of operation to include the following:

1. Number of employees assigned to each area.
2. Name, address, and telephone number of each assigned manager and the assigned supervisory functions.

**Keys and security procedures:**

1. Keys will be distributed by the library's bookkeeper or by the branch manager at Gretna. The Contractor will sign for the keys at each building.
2. Unsecured areas: Areas shall only be unlocked at the time the cleaning begins. Keys shall not be used to unlock several cleaning areas simultaneously.
3. Keys may not be duplicated for any reason.

**Removal from Duty:** The library may require the removal of any Contractor's employee from the worksite who is deemed to be untrained,

careless, and insubordinate, under the influence of drugs or alcohol, or incompatible with the library environment.

## **7. INSTRUCTIONS TO OFFERORS**

- A. This procurement shall be conducted in accordance with the competitive negotiation procedures of Pittsylvania County Procurement Policy. The Procurement Policy is available at: [www.pittsylvaniacounty.va.gov](http://www.pittsylvaniacounty.va.gov).
- B. Questions or requests for clarification may be emailed to Connie Gibson, Purchasing Manager at [connie.gibson@pittgov.org](mailto:connie.gibson@pittgov.org).
- C. Four (4) copies and one (1) original indicated as "Original" of Proposals shall be submitted to:

Pittsylvania County, Purchasing Department  
P.O. Box 426, 1 Center Street  
Chatham, VA 24531

- D. All Proposals must be in a sealed envelope or box and clearly marked with the following information: "Sealed Proposal, RFP #17-05-15 Janitorial Services" and company name and address. Proposals not so marked or sealed may 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, or individual). Proposals shall be signed above the typed or printed name and title of the individual signing on behalf of the Offeror. All expenses incurred for submitting shall be borne by the Offeror.

**All Proposals shall be received by 2:00 PM on June 13, 2017**

- E. The Offer shall submit a proposal that demonstrates and provides evidence that the Offer or is able to provide suitable goods and/or services and has the capabilities, professional expertise, and experience to provide janitorial services.

## **8. PROPOSAL REQUIREMENTS**

- A. The proposal shall provide information necessary for Pittsylvania County to evaluate the qualifications, experience, and expertise of the proposing firm to perform janitorial services for various two public libraries. The proposal shall also demonstrate the experience and capabilities of the Offeror in providing the goods and services to local and/or state governments.
- B. The proposal shall contain a CONCISE summary of the subject items described in the proposal evaluation criteria contained in this RFP, Section 9.
- C. The proposal shall clearly indicate primary contact and assigned personnel.



Offeror shall provide the name of the Offeror and firm, if any, the address and telephone number, and the name and title of the primary and secondary individuals who would be responsible for providing these goods and/or services to the County.

- D. The proposal shall demonstrate Offerors experience in providing Scope of Services.
- E. Offeror shall provide a minimum of three references of other similar size organizations utilizing janitorial services that they have provided. The references shall include names, phone numbers and email addresses of key contact personnel.
- F. Offerors shall indicate any exceptions taken to any part of this Request for Proposals. Offerors shall fill out and clearly identify any proprietary information and return with proposal response. Identify the specificity of the data or other materials for which protection is sought, indicate the section and page number where it can be found in the Offerors RFP response and state the reasons why protection is necessary in accordance with the Code of Virginia, Chapter 43, § 2.2-4342.
- G. Offerors shall provide a table of contents and number all pages of their proposal response and shall fill out and return the cover page of this RFP signed by a person with corporate authority to enter into any contract which may result from the RFP.
- H. Offerors shall provide their current workload with particular reference to personnel and other resources being proposed.
- I. Offerors shall provide information on the corporate structure of their firm as well as any proposed subcontractors required to perform the required work.
- J. Offerors shall provide cost for services stated in the proposal. The cost shall be per monthly, per library.
- K. Offeror shall include a copy of their State Corporation Commission Certificate of Good Standing.

## **9. PROPOSAL EVALUATION CRITERIA**

A. Selection of the successful Offeror(s) will be based upon submission of proposals meeting the selection criteria. The Selection Committee (SSC) will use the following criteria in its review and evaluation of the Proposals:

**EVALUATION CRITERIA WEIGHT**

- 1. Qualifications and Experience of Offeror in Providing Similar Services. 35 pts
- 2. Approach for Providing Services to Meet the Statement of Needs. 35 pts
- 3. Proposed price based on monthly charges. 20pts
- 4. Oral Presentation Interviews. (will only be conducted if deemed necessary by the County). 10 pts.

**If an interview is not needed proposals will be scored on a maximum of 90 points only.**

**JANITORIAL SERVICES – CHATHAM AND GRETNA LIBRARIES**

The cost below meets or exceeds all the specifications for the janitorial services requested in this request for proposal.

LOCATION	MONTHLY COST	ANNUAL COST
CHATHAM PUBLIC LIBRARY 24 MILITARY DRIVE CHATHAM, VA 24531	\$ _____	\$ _____
GRETNA LIBRARY 207 COFFEY STREET GRETNA, VA 24557	\$ _____	\$ _____

**10. SPECIAL TERMS AND CONDITIONS**

**REMOVAL FROM DUTY:** The library may require the removal of any Contractor’s employee from the worksite who is deemed to be untrained, careless, and insubordinate, under the influence of drugs or alcohol, or incompatible with the library environment.

**PRE-PROPOSAL CONFERENCE:** There will be no pre-proposal conference, but each prospective bidder is required to visit and inspect each work location before submitting a proposal. Proposals will only be accepted

from visitors who have visited the work location and conferred with the bookkeeper/accountant.

**AWARD:** 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. A composite rating will be developed which indicates the group's collective ranking of the written proposals in a descending order. If deemed necessary by the selection committee, the County may 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.

At the conclusion of any 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 one or more Offerors whose qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted; beginning with the Offeror ranked first. 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 Owner's best interest.

The County reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of Spotsylvania County.

**RENEWAL OF CONTRACT:** This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

**NON-APPROPRIATION BY PUBLIC BODY:** Bidder acknowledges that Pittsylvania County is a governmental entity, and that contract validity is based upon the availability of public funding under the authority of the Board of Supervisors. In the event that public funds are unavailable and/or not appropriated for the performance of the County's obligations under any contract, then the contract shall automatically expire without penalty to the County upon receipt of written 30-day notice by the County to the Contractor of the unavailability and/or non-appropriation of public funds.

**ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award, as a result of this solicitation, the County will publicly post such notice on the Pittsylvania County website, [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov) and at the County Administration Building public board, located at 1 Center Street, Chatham, VA, 24531.

**WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

**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.

Attach

STATEMENT OF DISCLAIMER

RE: \_\_\_\_\_ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary Date

STATE OF \_\_\_\_\_, To-Wit:

I, the undersigned, a Notary Public in and for the State aforesaid, whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that \_\_\_\_\_ whose name(s) is/are signed to the foregoing statement bearing date of \_\_\_\_\_, 20\_\_\_\_, this day personally appeared before me in the State aforesaid and acknowledged the same before me.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

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Name of Official

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Title

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Firm or Corporation