



COUNTY of ROCKINGHAM

20 E. Gay Street
Harrisonburg, VA 22802

Request for Proposal

REQUEST FOR PROPOSAL # 21-080921

FEASIBILITY STUDY ANAEROBIC DIGESTION

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Trish Davidson
Director of Finance
20 E. Gay Street
Harrisonburg, VA 22802
(540) 564-3010

tdavidson@rockinghamcountyva.gov

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1.0 PURPOSE

The County of Rockingham, (the County) a political subdivision of the State of Virginia is seeking proposals from qualified firms to complete a study of the viability of locating an anerobic digester facility in the County.

2.0 BACKGROUND

Rockingham County is located in the center of the beautiful Shenandoah Valley of Virginia. Nestled between the Blue Ridge Mountains on the east and the Alleghenies on the west, the County is located along the Interstate 81 corridor and only two-hours from Washington, DC. Rockingham County is the third largest county in Virginia and encompasses the Harrisonburg-Rockingham metropolitan area.

Rockingham is the number one agricultural county in the State of Virginia, with poultry and dairy being our primary exports. Rockingham County, as well as the greater Shenandoah Valley (the Valley), is also home to many food and beverage manufacturing companies. The County wishes to explore an alternative and sustainable organic waste disposal solution that may serve these industries. The intent is to evaluate the various waste sources in the Valley to determine if there is potential to further reduce this waste through anerobic digestion, while producing methane gas that may be used for generation of electricity, conversion to pipeline quality gas, or direct-use by industry.

3.0 SCOPE OF SERVICES

The selected firm will identify the various waste streams from agriculture, to include farming, and food and beverage industries and develop strategies to further reduce waste streams through anerobic digestion or other means, to produce pipeline quality gas, for generation of electricity, or direct-use by industry. The selected applicant will be expected to quantify the volume of waste coming from these sectors and develop a cost benefit analysis with this information. Once the quantities and sources of waste have been established the County will expect the applicant to provide possible areas to locate digester facilities. The study is expected to inform the Board of Supervisors (Board) and key stakeholder group of any potential land use considerations when locating anerobic digester facilities. Such facilities are preferred to be privately owned and operated but may be developed or owned and operated as a public-private partnership if cost-effective to do so. The selected firm, under the direction of the County, shall perform in a satisfactory and proper manner all of the necessary services required under this solicitation including, but not necessarily limited to, the following services:

- a. Work in coordination with the Assistant County Administrator or his designee, as well as the key stakeholder group.
- b. Identify and evaluate existing waste sources, types, quantities and disposal methods.
- c. Present an overview of the waste disposal options in place currently in our community.
- d. Identify what effect the allowance of anerobic digestion might have, positive or negative, on our existing businesses and infrastructure.
- e. Recommend location(s) for construction of an anaerobic digester facility.
- f. Present a potential operational plan to include site logistics, routing and delivery.
- g. Analyze the economic feasibility and include a possible fee structure and business model.

- h. Determine what permitting would be required and regulations involved.
- i. Inform the group on potential negative impacts, including the effect on existing waste disposal businesses.

4.0 PROPOSAL PREPARATION & SUBMISSION

Send one original and three copies of the clearly marked proposal **“RFP #21-080921 FEASIBILITY STUDY FOR ANAEROBIC DIGESTION” no later than Friday, September 24, 2021, at 2:00pm to County of Rockingham, Attention: Trish Davidson, 20 East Gay Street, Harrisonburg VA 22802.** A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one as redacted to remove all confidential and proprietary material, must be included in the proposal packet.

The time of the receipt shall be determined by the time clock stamp in the Finance office. If the Rockingham County Administration Center is closed for business at the time scheduled for the proposal submission, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

Proposal shall address the items included in the Purpose, Scope of Services and the Evaluation Criteria. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

Section 1: Cover Letter: Indicating the Offeror’s philosophy in providing the requested services.

Section 2: Company History: The Offeror will briefly describe its company history and history of performing work as described herein. Also include the sub-contractor’s that will be used to complete the appraisal and analysis.

Section 3: Written Narrative: Each Offeror must provide a written narrative that discusses the Offeror’s expectations in providing the services requested. Include any special qualifications, experience, awards etc.

Section 4: Confirmation of Compliance with the Purpose and Scope of Work: The Offeror shall describe how the proposal meets the Purpose and Scope of Work described in this RFP.

If any portion cannot be met, the Offeror must identify the discrepancy in detail and describe an alternative solution.

Section 5: Examples of work performed similar to that requested.

Section 6: Proposed cost to complete the request.

5.0 EVALUTION CRITERIA

Proposals received will be evaluated and ranked in the order of the Offerors most likely to meet the needs of the County and satisfy the requirements described in this RFP.

- A. Professional qualifications - 20
- B. Past involvement with similar projects - 25
- C. Proposed strategy to complete the study- 25
- D. Timeline to complete - 15
- E. Cost – 15

Each evaluation criterion has been assigned a maximum number of points that demonstrates its relative importance. The total score will be determined as follows: (a) The Evaluation Team will assign a numerical score for each section based on the qualifications of the proposal. No proposal can earn more than the maximum number of points in any Section. (b) The scores for each Section will be added together. This score will be the total score for the proposal. The highest score of all the proposals will be awarded the contract.

6.0 AWARD CRITERIA AND CONTRACT TERM

The County will engage in individual discussions with Offerors which the County deems most qualified and capable. Repetitive informal interviews are permissible. Offerors may be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project. The County may discuss non-binding estimates of cost for services. Proprietary information that is identified by the Offeror will not be disclosed to the public or to competitors.

If the County decides to move forward, only one Offeror will be selected. The Board of Supervisors reserves the right to reject any and all proposals, and to accept proposals that are in the best interests of the County, in the County's sole discretion.

7.0 REPORTING AND DELIVERY INSTRUCTIONS

Initial proposals shall be submitted in a sealed envelope, clearly marked **"RFP #21-080921 FEASIBILITY STUDY FOR ANAEROBIC DIGESTION" no later than September 24, 2021, at 2:00pm., local time to:**

Finance Department
Attention: Trish Davidson
20 East Gay Street
Harrisonburg, VA 22802

Questions should be sent to:

Finance Department
Attention: Trish Davidson
E-mail Address: tdavidson@rockinghamcountyva.gov

Questions and answers will be posted on the County's website.

It is the responsibility of the offeror to ensure that their proposal reaches the appropriate office prior to the date and time of closing. Late bids will not be accepted.

8.0 GENERAL TERMS AND CONDITIONS

8.1 APPLICABLE LAWS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the state or federal court of appropriate jurisdiction located in the City of Harrisonburg, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

8.2 ANTI-DISCRIMINATION

By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, Religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be Subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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.
2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
4. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.3 ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor 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.

The Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By their signature on the proposal documents submitted, each Offeror attests that their agents and employees, to the best of their knowledge and belief, have not in any way colluded with anyone for and on

behalf of the offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

8.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8.5 ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Rockingham County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Rockingham County, relating to the particular goods or services purchased or acquired by Rockingham County under said contract.

8.6 CLARIFICATION OF TERMS

If a bidder has questions about any specifications or other solicitation documents, the Offeror should contact the County no later than ten working days before the due date. Any revisions to this RFP will be made only by an addendum issued by the County.

8.7 PAYMENT

Payment will be made upon completion of the project.

8.8 QUALIFICATIONS OF OFFERORS

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of Offerors to perform the services required. The Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated.

8.9 TESTING AND INSPECTION

The County reserves the right to conduct any test or inspection it deems advisable to assure services conform to the RFP.

8.10 CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to,

things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records or to determine the correct number of units independently.

8.11 DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

8.12 TAXES

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by Rockingham County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The County's excise tax exemption registration number is 54-6001528.

8.13 INSURANCE

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia.

The Offeror further certifies that the contractor and any subcontractors will maintain this 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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to

include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Rockingham County must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
5. At all times during the term of this Agreement, Contractor shall maintain professional liability insurance covering Contractor, all of its employees, officers and agents with limits not less than \$6 million per occurrence and \$12 million in the aggregate annually.

8.14 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, dispensation, 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 the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

8.15 NONDISCRIMINATION OF CONTRACTORS:

A Offeror, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

8.16 AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Rockingham County, whichever is sooner. The agency, its authorized agents, and state auditors shall have full access to and the right to examine any of said materials during said period.

8.17 NON-APPROPRIATION

Funding for any Agreement between the County and a Selected Firm (s) is dependent at all times upon the appropriation of funds by the County Board of Supervisors. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the County effective the last day for which appropriated funding is available.

8.18 COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm(s) and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the County. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Selected Firm(s) may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, polices, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm(s). It is understood and agreed that the County is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

8.19 CONTRACT DOCUMENTS

1. The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the Offeror and the resulting listing agreement, all of which shall be referred to collectively as the contract documents.
2. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
3. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

8.20 LAWS AND REGULATIONS

1. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
2. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the “right to work.” The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

4. All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by Rockingham County or the Commonwealth of Virginia.

8.21 PREPARATION AND SUBMISSION OF PROPOSALS

Proposals must give the full business address of the Offeror and be signed by an agent authorized to bind the Offeror. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the general partners or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

8.22 WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by another individual who is duly authorized to bind the Offeror. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

8.23 RECEIPT AND OPENING OF PROPOSALS

1. It is the responsibility of each Offeror to assure that their proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
2. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

8.24 PROPRIETARY INFORMATION

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a Offeror, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the Offeror, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

8.25 BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the Offeror. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

8.26 TERMINATION BY THE COUNTY FOR CONVENIENCE

The County may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

1. All amounts then otherwise due under the terms of this contract.
2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination.
3. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing owner shall have no further obligations to the contractor of any nature.
4. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

8.27 TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT

1. The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

9.0 SPECIAL TERMS AND CONDITIONS

9.1 AWARD OF CONTRACT

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal as not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D).

Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

10.0 SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the Offeror.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (Type and Print): _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____