

**COUNTY OF LANCASTER, VIRGINIA**

**INVITATION TO BID**

**REGIONAL POINTS OF  
DISTRIBUTION/DIBURSEMENT TRAILERS**

**PROPOSALS DUE: 4:00 P.M., LOCAL TIME,  
THURSDAY, JANUARY 18, 2018**

**LANCASTER COUNTY EMERGENCY SERVICES  
COUNTY ADMINISTRATION BUILDING  
8311 MARY BALL ROAD (ROUTE 3)  
LANCASTER, VIRGINIA 22503**

**I. SERVICES REQUESTED**

**A. General Description**

The County of Lancaster, Virginia (the "County") is requesting proposals from qualified suppliers of trailers and equipment to meet the objectives of a regional project.

The successful bidder shall provide the specified trailer, vehicle markings and equipment installation as described by this request for proposals.

**II. GENERAL PROCEDURE**

**A. Proposal Receipt**

To be considered proposals, meeting the bid requirements herein and marked "Lancaster County Points of Distribution/Disbursement Trailers", shall be received no later than 4:00 p.m., prevailing local time, Thursday, January 18, 2018 in:

**Lancaster County Emergency Services  
County Administration Building  
8311 Mary Ball Road  
Lancaster, Virginia 22503**

Time is of the essence and any proposal received after the announced time and date for receipt, whether by mail or otherwise, will be rejected and will be returned unopened. Bidders are responsible for ensuring that their proposals are stamped by County Administrator's Office personnel before the aforementioned deadline for receipt.

Nothing herein is intended to exclude any responsible bidder or in any way restrain or restrict competition. On the contrary, all responsible bidders are encouraged to submit proposals. The County of Lancaster reserves the right to cancel the RFP, to award in part or in whole, or to reject any or all proposals. The County may, at its discretion, waive any irregularities or informalities in the RFP specifications and in the proposals received when said informalities do not affect the quality, quantity, price or delivery of the required services and products. The County may modify any requirements in the RFP specifications prior to the deadline for proposal receipt including the time and date for receipt of same. The County may modify the project's scope of services and required tasks during the negotiation process with the successful bidder. The County shall neither be obligated nor be prohibited from awarding or amending any contract with the successful bidder for services less than or greater than the scope of services contemplated in this proposal.

### **III. BACKGROUND INFORMATION**

Lancaster County, founded in 1651 from York and Northumberland Counties, is a political subdivision of the Commonwealth of Virginia. It is located on the western shore of the Chesapeake Bay at the mouth of the Rappahannock River and the southeast end of the Northern Neck of Virginia. It is 75 miles northeast of Richmond, 75 miles north of Norfolk and 120 miles southeast of Washington, D.C. The total area of the County is 231 square miles, including 133 square miles of land and 98 square miles of water. There are three (3) incorporated municipalities in the County, which are the Towns of Irvington, Kilmarnock, and White Stone. The unincorporated County seat of Lancaster Court House, located on at 8311 Mary Ball Road (Virginia Primary Route 3), approximately seven (7) miles northwest of the Town of Kilmarnock, is the center of county governmental and court functions.

Including the three towns, Lancaster County's 2010 U.S. Census population was 11,391, which was a decrease of 176 persons or 1.52 % since the 2000 Census. The County, which has large retirement and second-home populations, has one of the largest percentages (estimated 34.2% in 2013) of persons 65 years old and over in Virginia. Lancaster County's governing body is a five (5)-member Board of Supervisors elected by district and serving four (4)-year terms. The Board appoints a County Administrator to act as its agent and clerk.

The county is served by a combination of paid and volunteer emergency medical services. There are two (2) volunteer rescue squads. Fire protection services are provided by three (3) volunteer departments. Total annual fire and emergency medical services call volume is about 2,000. The county has established and operates a Department of Emergency Management, which is supervised and directed by an appointed Chief of Emergency Services. The department operates and maintains a quick response EMS vehicle, staffed by an advanced life support provider, to ensure 24/7 availability of advanced life support personnel.

#### **IV. SCOPE OF SERVICES**

The services requested by the County of Lancaster and to be furnished by the selected bidder shall generally be described, as the following.

- A.** Provide, upon delivery to the County, three (3) eight foot by twenty foot tandem axle trailers with a minimum GVWR of 9,950 pounds, and including:
- (1) Fold down rear stabilizer jacks
  - (2) Floor mount D-ring tie downs (2 – rear, 4 – middle, 2 – front) – five inches off sidewalls and twenty-six inches from the front
  - (3) E-track strapping – 48-foot vertical runs, opposite on both sides at rear, flush with locking edge of CS door and flush with inner edge of front shelving
  - (4) Cambar lock in addition to flush lock on CS door
  - (5) Two 2-way side wall air vents
  - (6) Medium duty rear ramp door with 36” transition flap and 3” dock bumpers
  - (7) Ramp hinge gap flap
  - (8) Three fixed shelves across front of trailer, 24” deep with lip, first 27” AFF, others equidistant from each other
  - (9) Two 12-volt, 55-watt rear loading lights
- B.** Stocked equipment (in each trailer):
- (1) 7.5 kW Generator
  - (2) Shelter administration kit
  - (3) (5 ea.) 10’ x 10’ quick shelter frame
  - (4) (15 ea.) 10’ quick shelter wall, white
  - (5) (5 ea.) 10’ quick shelter wall with door, white
  - (6) (5 ea.) quick shelter carry bag
  - (7) (5 ea.) 10’ x 10’ quick shelter top, white
  - (8) (6 ea.) 6’ folding table
  - (9) (20 ea.) folding chairs
  - (10) (8 ea.) 9’ x 12’ tarp
  - (11) (15 ea.) 28” traffic cones, with 4” and 6” reflective collar
  - (12) Megaphone, 20W
  - (13) (2 ea.) Signal Wand with stand
  - (14) (2 ea.) 3” x 100’ tape “AUTHORIZED PERSONNEL ONLY”
  - (15) (6 ea.) 1” x 300’ vinyl boundary tape
  - (16) medical responder kit
  - (17) (2 ea.) 48 quart ice chest
  - (18) 24 quart food cambro
  - (19) 4.7 gallon beverage cambro
  - (20) (2 ea.) 5 gallon water cooler
  - (21) (6 ea.) Flare alert beacon, red
  - (22) (6 ea.) Flare alert cone adapter
  - (23) (5 ea.) 12/3 triple tap extension cord, 100’
  - (24) Generator cord
  - (25) (6 ea.) storage container
  - (26) (3 ea.) 400W inflatable light

- (27) (30 ea.) traffic cone, 12"
- (28) (20 ea.) traffic vest, breakaway, neon, universal size
- (29) Pallet jack
- (30) (4 ea.) Kevlar gloves, medium, yellow
- (31) (4 ea.) Kevlar gloves, large, yellow
- (32) (4 ea.) Kevlar gloves, extra large, yellow
- (33) (6 ea.) box cutter
- (34) Misting fan
- (35) Lug wrench
- (36) Wheel chock

**V. ASSISTANCE PROVIDED BY LANCASTER COUNTY**

- A. Terrence J. McGregor, Lancaster County Chief of Emergency Services, telephone: (804) 436-3553; e-mail: tmcgregor@lancova.com
- B. Heather Brown, Lancaster County Deputy Coordinator, telephone (804) 238-8302; email: hbrown@lancova.com

**VI. PROPOSAL CONTENTS**

Proposals shall meet the following criteria and contain the following information:

**A. Quantity, Format and Proprietary Information**

- (1) Responses should be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities to satisfy the requirements of this request. Emphasis should be placed on completeness of services offered, prior project-related experience and clarity of content.
- (2) Five (5) copies of each proposal shall be submitted to the Emergency Services Office by the scheduled deadline.
- (3) It is preferred that all proposals and their contents shall not exceed 8 ½" X 11" in dimensions. All proposals shall be bound. They shall include a title page indicating the proposal's name and number and the bidder's name, address, telephone number and telefax number. They shall include a table of contents indicating at a minimum the major elements, components or topics contained in the proposal. All pages shall be paginated.

- (4) Proposals must be signed by an authorized representative who is empowered to bind the bidder. Proposals submitted without such signature may be deemed non-responsive and may not be considered.
- (5) All proposals shall be submitted in sealed envelopes bearing on the outside of the envelopes the name and address of the bidder and the name of the RFP, "Lancaster County EMS Vehicle Proposal". If forwarded by mail, the sealed envelope containing the proposal and marked as directed above shall be enclosed in another envelope bearing the mailing address of the County.
- (6) Proposals shall not be submitted by telefax machine or e-mail.
- (7) Section 2.2-4342 of the Code of Virginia, 1950, as amended, states: "Trade secrets or proprietary information submitted by a bidder, bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of Section 2.2-4317 shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, bidder or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary."

**B. Qualifications**

- (1) Provide a detailed list of qualifications, including any related experience, of the firm shall be provided.
- (2) Provide a list of not less than five (5) recent clients for which the bidder has provided like or similar services for in the last two (2) years. This list shall include the name of the client agencies, contact persons, addresses, telephone numbers, and a brief description of the nature and scope of services and work rendered.
- (3) Financial status of the bidder.
- (4) Location of the bidder relative to the County.

**C. Approach to Work and Schedule**

- (1) Provide a description of the bidder's approach to perform the required work.
- (2) Provide a preliminary or tentative schedule, timetable or time period by major components or phases to complete the scope of work required in this request for proposals.

- (3) Describe the bidder's current and projected workload and its ability to perform the required work in a timely and cost-effective manner.

**D. Liability Insurance**

Describe the professional liability, automobile and worker's compensation insurances that the bidder carries which will protect it and the County from claims arising from performance of the required work.

**E. Deviations**

The bidder shall note and explain any deviations from or noncompliance with the requirements of this Invitation to Bid.

**F. Other Information**

The bidder also may include any other information it deems germane to substantiate or demonstrate its qualifications or ability to provide the services required in a timely, professional and cost-effective manner.

**VII. EVALUATION CRITERIA**

- A.** These criteria are to be utilized in the evaluation of qualifications for development of the short list of those bidders to be considered for interviews and/or potential negotiations. Individual criteria may in all probability be assigned varying weights at the County's discretion to reflect relative importance. Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, shall be utilized in the final award decision. References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short-listed bidder or bidders are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an bidder and to inspect projects of said bidder. Furthermore, the County reserves the right to inspect the bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities.

**B. Criteria**

- (1) Specific experience and quality of performance of the bidder in projects of like or similar nature.
- (2) General experience of bidder.
- (3) Proposed schedule, timetable or completion date for design and construction.

- (4) Completeness, reasonableness and adequacy of bidder's plan for accomplishing task.
- (5) References as to the quality of previous work, timeliness, diligence and ability to meet project budget and schedule.
- (6) The bidder's prior work performed for the County and its quality and timeliness.
- (7) Geographical location of bidder's facility relative to the County.
- (8) Quoted cost of desired products and services.

### **VIII. SELECTION PROCEDURE**

- A. Pursuant to "Procurement of professional services" in Sections 2.2-4303 and 2.2-4302.2 of the Code of Virginia, 1950, as amended:** "selection shall be made of two or more bidders deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal...Negotiations shall then be conducted with each of the bidders so selected. The bidder shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each bidder so selected, the public body shall select the bidder which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that bidder. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one bidder. Should the public body determine in writing and in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that bidder.
- B.** Selection of the successful bidder, award of contract and completion of the scope of services outlined in this RFP are subject to availability of funds and the successful negotiation of a contract for services and prices for the same.

### **IX. MODIFICATION AND WITHDRAWAL OF PROPOSALS**

Any proposal may be modified or withdrawn prior to the scheduled time and date for the receipt of proposals or authorized postponement thereof. No proposal may be withdrawn within ninety (90) days after the actual date of the receipt thereof.

### **X. NONDISCRIMINATION**

- A.** In accordance with Sections 2.2-4201 and 2.2-4311 of the Code of Virginia, 1950, as amended, every contract for goods or services over \$10,000 shall include the following provisions:

- (1) During the performance of a contract arising from this RFP, the selected bidder agrees as follows:
  - (a) The bidder 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 bidder. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (b) The bidder, in all solicitations or advertisements for employees placed by or on behalf of the bidder, will state that such bidder 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) The selected bidder shall 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 bidder.

**B.** In the fulfillment of any contract arising from this ITB, the selected bidder and his subcontractors and consultants shall comply with all applicable provisions of state and federal civil rights, employment and procurement statutes including the federal American with Disabilities Act (ADA).

## **XI. ETHICS IN PUBLIC CONTRACTING AND NON-COLLUSION**

By submitting a proposal, the selected bidder acknowledges and certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, subcontractor or consultant in connection with its proposal and that it has 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. Furthermore, the selected bidder acknowledges and certifies that it understands that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences and civil damage awards.



**XII. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting a proposal, the selected bidder acknowledges and certifies that it does not and will not employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 during the performance of a contract arising from this ITB.

**XIII. DRUG FREE WORKPLACE**

- A.** In accordance with Section 2.2-4312 of the Code of Virginia, 1950, as amended, every contract for goods or services over \$10,000 shall include the following provisions:
- (1) During the performance of a contract arising from this ITB, the selected bidder agrees as follows:
    - (a) The bidder will provide a drug-free workplace (as defined in Section 11-51.1 of the Code of Virginia, 1950, as amended) for the bidder's employees.
    - (b) The bidder will 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 bidder's workplace and specifying the actions that will be undertaken against employees for violations of such prohibition.
    - (c) The bidder will state in all solicitations or advertisements for employees placed by or on behalf of the bidder that the bidder maintains a drug-free workplace.
  - (2) The selected bidder shall 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 bidder.
- B.** By submitting a proposal, the selected bidder acknowledges and certifies that it understands that the following acts by the selected Bidder, its employees, and/or agents performing services on County property are prohibited:
- (1) The unlawful manufacture, sale, distribution, dispensation, possession, or use of alcohol, controlled substances or marijuana.
  - (2) Any impairment or incapacitation from the use of alcohol, controlled substance or marijuana (exception: the use of drugs for legitimate medical purposes).
- C.** The selected bidder further acknowledges and certifies that it understands that

a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County in addition to any criminal penalties that may result from said conduct.

**XIV. INSURANCE**

**A.** The bidder shall purchase and maintain in force, at his own expense, such insurance(s) as will protect it and the County from claims set forth below which may arise out of or result from the bidder's execution of the work, whether such execution be by itself, its employees, agents, subcontractors, consultants or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the bidder (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Bidder or his forces as enumerated above. The bidder shall furnish copies of original Certificates of Insurance, naming the County as additional insured, and the various policies meeting the requirements set forth below. Should any of the policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder. The bidder shall furnish insurance(s) in satisfactory limits, and on forms and of companies which are acceptable to the County Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractor or consultant if applicable, before entering into any agreement to sublet any part of the work to be done under this Contract.

**B.** The following insurance requirements are the minimum that will be acceptable:

(1) Workmen's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$500,000 for one accident or aggregate disease.

(2) Commercial General Liability - Including products and completed operations coverage.

(a) Bodily Injury	\$1,000,000	Each Person
	\$1,000,000	Each Occurrence

(b) Personal Injury	\$1,000,000	Each Person
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(c) Broad Form Property Damage -	\$1,000,000	Each Occurrence
Including coverage for XC and U	\$1,000,000	Each Occurrence
hazards		

- |  |             |                 |
|--|-------------|-----------------|
| (d) Aggregate Limit  | \$2,000,000 |                 |
|  |             |                 |
| (3) Comprehensive Automobile Liability   |             |                 |
| (a) Bodily Injury  | \$1,000,000 | Each Person     |
|  | \$1,000,000 | Each Occurrence |
| (b) Property Damage  | \$1,000,000 | Each Occurrence |
|  |             |                 |
| (4) The Bidder bidder shall require each subcontractor and consultant to carry, as minimum, coverages (1), (2) and (3) as set forth above. |             |                 |
|  |             |                 |
| (5) Professional Liability   | \$3,000,000 | Each Occurrence |
| Disclose any annual aggregate  |             |                 |
|  |             |                 |
| (6) Umbrella/Excess Liability  | \$1,000,000 |                 |

C. The bidder and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, the bidder's attention is called to the following:

- (1) The County, its officers, agents, volunteers and employees shall be endorsed to the bidder's Automobile, General Liability and Umbrella/Excess Liability Insurance policies as an "additional insured" with the provision that this coverage "is primary to all other coverages the County may possess". A Certificate of Insurance providing evidence of the additional insured status along with a copy of the endorsement shall be presented to the County.
  
- (2) The Insurance Certificates must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement, which is required by the contract documents, reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County." **NOTE:** The cancellation clause in the Insurance Certificate should be modified by striking the words "endeavor to" in the second line and by striking the clause reading "but failure to mail such notice shall impose no obligation or liability of any kind upon the company."

(3) Liability Insurance on “Claims Made” Basis:

If liability insurance purchased by the bidder has been issued on a “claims made” basis, the bidder shall comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions remain the same. The bidder shall either:

(a.) Agree to provide Certificates of Insurance evidencing the above insurance coverages for a period of two (2) years after final payment for the Contract for the General Liability policy or policies. This certificate shall evidence a “retroactive date” that is no later than the beginning of the bidder’s work under this Contract; or

(b) Purchase the extended reporting period endorsement for the policy or policies in force during the term of the Contract and provide evidence of the purchase of this extended reporting period endorsement by means of a Certificate of Insurance or a copy of the endorsement itself.

(4) The Certificates holder should be listed as:

County of Lancaster, Virginia  
c/o County Administrator  
Office 8311 Mary Ball Road  
Lancaster, Virginia 22503

(5) Bid, job or subject name must appear on Certificates of Insurance for identification purposes.

(6) Certificates of Insurance must have an original signature.

**XV. HOLD HARMLESS**

The selected bidder shall indemnify and hold the County of Lancaster, Virginia, and its officers, agents, volunteers and employees harmless from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the bidder's providing or failure to provide any professional services required under any contract arising from this request for proposals (RFP), including but not limited to any such claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease or death, or to injury to or resulting there from, or to economic loss; provided, however, that the bidder's indemnification obligation under this agreement shall be limited to claims, damages, losses and expenses caused in whole or in part by any act or omission of the bidder, or any subcontractor or consultant performing work required by the bidder's contract with the County, or anyone directly or indirectly employed by any of them or anyone for whose acts the bidder or any subcontractor or consultant may be liable.

**XVI. CONTRACT**

**A. Terms and Fees**

- (1) Any proposed contract submitted by a bidder shall be considered an offer by the County. The County reserves the right to negotiate modifications to the terms and fees in said contract offer and/or to submit its own contract proposal including fees to the bidder for negotiation.
- (2.) The successful bidder will be bound by the representations made in its response to the RFP. By submitting a proposal hereunder, the bidder acknowledges that no minimum number of task orders or work is promised under this Agreement, and the County may at any time initiate the procurement process or make separate awards to other firms for the services described herein or similar or dissimilar services, and may separately procure services for individual projects as the County may determine in its sole discretion.

**B. Modification**

- (1) The County may order changes within the general scope of the contract at any time by written notice to the bidder. The Bidder shall comply with the notice upon receipt. The bidder shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings as a result of such order.
- (2) At any time during the life of the contract the parties may mutually agree in writing to modify the scope or terms of the contract. An increase or decrease in the price and fees 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.

**C. Assignment**

- (1) A contract shall not be assignable by the bidder in whole or in part without the prior written consent of the County.
- (2) Any subcontracts for cooperative work shall be approved by the County before work begins. No changes in subcontractors or consultants will be permitted after award of contract without prior approval of the County.

**D. Default**

In case of failure to deliver services or products in accordance with the terms and conditions of a contract arising from this RFP, the County, after due oral or written notice, may procure them from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to and cumulative with any other remedies which the County may have under federal, state and local law.

**E. Dispute Resolution**

Any disputes arising from a contract between the selected Bidder and the County of Lancaster that cannot be resolved between the two parties shall be resolved in the Circuit Court of Lancaster County, Virginia.

**XVII. PAYMENTS**

Payments will be made for work upon completion of the work, except that a down payment may be negotiated between the bidder and the County and will be paid upon contract award. Payments will be mailed on the last business day of the month. Requests for payment must be received by the Lancaster County Emergency Services (8311 Mary Ball Road, Lancaster, Virginia 22503) by no later than the tenth (10<sup>th</sup>) day of the month, except for the third Thursday in November and the second Monday in December when the closing date for claims is earlier, during which month said requests are to be considered for approval of payment by the Lancaster County Board of Supervisors. The Board of Supervisors typically meets on the last Thursday of each month, except for the third (3<sup>rd</sup>) Thursday of November and the third (3<sup>rd</sup>) Monday of December.

In accordance with Section 2.2-4352 of the Code of Virginia, 1950, as amended, the County has forty-five (45) days following receipt of proper invoices or receipt of goods or services, whichever is later, in which to remit payments without finance charges (i.e., interest and/or penalty). Except as otherwise provided by law or contract, the County may be assessed finance charges for failure to make payments by the aforementioned payment dates; said finance charges shall comply Section 2.2-4352 of Code of Virginia, 1950, as amended.

**XVIII. REPRODUCTION AND REUSE OF DOCUMENTS**

All drawings, plans, specifications, renderings and other documents prepared by the selected bidder pursuant to an agreement arising from this request for proposals (RFP) are instruments of service in respect to project planning and/or to any facility improvements constructed. They are not intended or represented to be suitable for reuse by the County of Lancaster or others in extensions of the project beyond that now contemplated or on any other project. However, the County may reproduce and utilize said documents for any purpose it deems appropriate. Any reuse of said documents by the County without written verification or adaptation by the selected bidder for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the selected bidder.

**XIX. OTHER TERMS AND CONDITIONS**

- A. Audit:** The bidder agrees to retain all books, records and other documents relative to contracts with the County of Lancaster during the duration of said contracts and for five (5) years after final payment of said contracts, or until audited by the County or the Commonwealth of Virginia, whichever is sooner. The County, its

authorized agents, and/or state auditors shall have full access to and the right to examine and reproduce any of said materials during said period.

- B. **Consent for Advertising:** The selected bidder shall not use the name of the County of Lancaster in advertising without the prior written consent of the County.
- C. **Independent Bidder:** The bidder shall not be an employee of the County, but shall be an independent bidder.

**XX. NO CONTACT POLICY**

Except as provided in Section XXII, any contact initiated by any bidder with any County representative, other than the Lancaster County Administrator and the other county officials listed in Section V, between the time and date established for receipt of proposals and the award of a contract concerning this request for proposals is prohibited. Members of the Board of Supervisors shall not be contacted prior to the selection of the bidder unless authorized by the County Administrator. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

**XXI. AUTHORIZATION**

This Request for Proposals has been authorized by the Lancaster County Administrator.

**XXII. INFORMATION AND INQUIRIES**

Additional copies of this Invitation to Bid (ITB) can be obtained by calling the Lancaster County Administrator's Office at (804) 462-5129 between the hours of 9:00 a.m. – 5:00 p.m., Monday through Friday, except holidays, or by visiting the County website at [www.lancova.com](http://www.lancova.com).

Written inquiries regarding explanations and interpretations of the ITB contents and specifications shall be directed in writing to the Lancaster County Administrator at the mailing address, telefax number or e-mail address noted below. The County Administrator must receive such written inquiries by no later than 5:00 p.m., Tuesday, September 5, 2017. The County shall distribute written responses to all written inquiries received by the aforementioned time and date to all parties that have notified the County of its interest in receiving such written responses.

Bidders requesting copies of this Invitation to Bid shall contact:

Heather Brown  
Deputy Coordinator  
8311 Mary Ball Road  
Lancaster, Virginia 22503

Telephone: (804) 238-8302  
Telefax: (804) 462-0031  
E-Mail: [hbrown@lancova.com](mailto:hbrown@lancova.com)

The Invitation to Bid is also posted on the Lancaster County government website at:  
<http://www.lancova.com>

County Administrator's Office location, USPS mailing address and UPS/Federal Express shipping address:

Lancaster County Emergency Services  
County Administration Building  
8311 Mary Ball Road  
Lancaster, Virginia 22503