



County of Prince George  
FINANCE DEPARTMENT  
P.O. BOX 68  
6602 Courts Drive  
PRINCE GEORGE, Virginia 23875  
(804) 722-8710 Fax (804) 732-1966

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## Request for Proposal

### **RFP # 09-0501-1** **Propane**

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.

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#### Contact Information:

Questions concerning proposals should be in writing addressed to:

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Prince George County  
Procurement Officer  
Finance Department

6602 Courts Drive  
P.O. Box 68  
Prince George, VA 23875

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or

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*Date Issued: May 15, 2009*  
*Date and Time of Closing: June 4, 2009 at 4:00pm*

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## **1.0 PURPOSE**

The County of Prince George is seeking a contractor to furnish and install all necessary equipment to supply propane to various locations within the County.

## **2.0 STATEMENT OF NEEDS**

### **A. GENERAL:**

1. **Scope of Work:** The Contractor shall furnish and install all necessary equipment and appurtenances to conform to the requirements of "National Fire Protection Association (NFPA) Standard 58 Liquid Petroleum Gases." The Contractor shall furnish and install at his own expense storage tanks conforming to NFPA #58 complete with foundations, relief valves, shutoff valves, pressure and volume gauges and regulators. Tanks shall be refilled on a regular schedule before they are empty unless otherwise stated herein. All tanks shall be equipped with a protective metal cover over regulators, relief valves, fill valves, gauges, etc. The contractor shall provide all necessary labor and material to furnish propane gas to the outlet side of the regulator or regulators. The County's authorized personnel will work with contractor to connect the lines at the building side of the regulator(s) and to the various gas appliances within the buildings unless otherwise requested for particular locations.
2. **Site Inspection:** The provider is expected to verify site conditions to include verification of tank sizes before submitting a proposal. No plea of ignorance of conditions that exist shall be the basis of additional compensation.

### **B. EMERGENCY SERVICE AND TELEPHONE SERVICE:**

1. The Contractor shall respond to an emergency and/or "no gas" call within one (1) hour. The county shall not be charged additional fees for emergency fuel deliveries.
2. The Contractor shall furnish a local phone number of an authorized represented who may be contacted for emergency service. This individual must be available 24 hours a day, (Monday through Sunday) to receive and respond to calls. This telephone number shall be affixed to the propane tank(s).

### **C. INSTALLATION AND REMOVAL:**

1. The Contractor shall install the equipment and provide propane service within sixty (60) calendar days of the award of contract. The Contractor shall be responsible for leak testing the tank and flared connection made to the outlet side of the regulator.
2. The Contractor shall, within ten (10) days of receipt of contract, furnish a schedule of installations by site. He shall be completely responsible to coordinate the changeover, negotiate the transfer, replacement and

ownership of facility tanks, equipment and gas with the old contractor (Spencer Brothers Propane) to assure a safe transition in compliance with applicable codes and regulations. Changes in schedules will be communicated by the most direct means to the applicable Owner's Representative listed herein and confirmed in writing to the Purchasing Agent. The underground tanks and equipment located at the Emergency Communications Center and Burrowsville Community Center shall remain in place with no interruption to service. The contractor is expected to gain authorization to transfer ownership of aforementioned equipment prior to submitting proposal. The plan to execute the equipment ownership transition must be included in the RFP response.

3. Upon expiration or termination of this contract, the Contractor shall furnish service as may be required at the rates and under the conditions of this contract during the interim period not to exceed sixty (60) days, while the New Contractor is installing the equipment. The Contractor shall cooperate with the New Contractor to assure a safe transition in compliance with applicable codes and regulations. The contractor shall agree to transfer ownership of the tanks and equipment to the subsequent contractor at fair market replacement value at time of contract award. The transfer shall not require the excavation of existing underground tanks and support equipment. Underground tanks shall be excavated only when they do not meet industry code specifications or at the owner's request. Owner's representative shall be informed in writing prior to any excavation on county owned property regardless of reason.
4. Removal of Equipment and product shall be at no expense to the County. Any hazardous or unsafe conditions caused by such removal shall be corrected by the Contractor upon notice from the County.
5. The Contractor shall provide documentation that the organization is a licensed vendor in Prince George County, Virginia, as is required by law, within ten (10) working days after contract award.
6. The Contractor shall be responsible for acquiring all permits and site plan approval for the installation of propane tanks at no additional cost to the County.
  - a. It is expected that any replacement of existing equipment will be an exact replacement (i.e., tank size, offset/location, and appurtenances). Proposals shall consider all costs for such exact replacements to include meeting all requirements for permits. If modifications to exact replacements are directed or required by the permit granting authority, costs associated with the modification will be a basis for additional compensation under this contract. In such event the Contractor will provide the purchasing agent a sketch of the existing installation, clearly indicating the necessary changes, with a detailed cost proposal. Only that necessary directed work, which is clearly excess of an exact replacement, will be considered for additional compensation.
  - b. In the case where underground piping is currently in place, the proposal should include all costs related to pressure testing such

pipe. If underground pipe replacement is necessary, the cost therefore will be a basis for additional compensation as described in the immediately proceeding paragraph.

- c. The foregoing is not to be construed as a basis for the County being responsible for reimbursing the current contractor for defects uncovered in its equipment and appurtenances currently in place.
- d. The proposal shall include the contractor's policy toward providing equipment and services for new installations.

D. OWNERSHIP:

- 1. Title to all facilities furnished by the Contractor shall be and remain the Contractor's and the Contractor shall be responsible for all loss of or damage to such facilities. Further, the Contractor therewith, together with all liability arising out of the negligence of the Contractor in construction, operation or maintenance of such facilities or in the furnishing of the services hereunder, shall assume all taxes and or other charges in connection.

E. TYPE OF GAS:

- 1. The gas furnished shall be commercial propane conforming to specifications and test methods as required by Federal Specification, HD5.

F. SPECIFIC TASKS:

1. EQUIPMENT:

- (1) The Contractor shall provide protection for individual tanks and equipment located throughout the installation in accordance with the National Fire Protection Association Code and applicable Prince George County Codes.
- (2) The Contractor shall properly maintain all tanks located at the listed buildings in a presentable manner, to include painting. He shall meet all the safety requirements of the National Fire Protection Association Code. All necessary valves, vents, piping or other devices not provided or properly installed shall be changed or installed to meet the code and regulations requirements. Such installations and/or modifications shall be made at no expense to the County. All tanks shall be located as required by the NFPA #58 or as directed by the Owners Representative.

2. OPERATING PRESSURES/MAINTENANCE:

The Contractor shall furnish propane gas to each building and to each appliance under all load conditions at a pressure of 11 inches Water Gauge, plus-minus 1 inch. Regulators shall be of adequate size and capacity to furnish gas at said pressure under all load

conditions. The practice of setting regulators at higher pressures to provide 11 inches Water Gauges at maximum load will not be permitted. Two-stage regulation shall be provided at locations where storage tank capacities exceed 300 gallons (water), unless otherwise specified by the Owners Representative. First stage shall reduce from storage tank pressure to 25-30 PSIG; second stage shall reduce to 11 inches Water Gauge.

3. METER READINGS:

At the inception of the contract, the Contractor shall fill to the maximum all tanks located at the buildings listed. Thereafter, the Contractor shall refill the tanks listed on a regular schedule before they are empty or as may be otherwise specified herein.

The Contractor shall meter, from meters installed on the Contractor's bulk delivery truck(s), the Liquid Petroleum Gas (Propane) supplied for consumption by the County. The Contractor shall have the meters on all trucks delivering Liquid petroleum Gas to Prince George County Facilities, certified in writing for accuracy by the State of Virginia Department of Weights and Measures every six (6) months. The Contractor shall provide the Purchasing Agent with a written copy of each certification. Within ten (10) calendar days after the award of contract, the contractor will provide the Purchasing Agent a certificate executed within the previous six (6) month period, for each meter to be utilized in the performance of this contract.

The county shall not be subject to additional fees for usage below the minimum or above the maximum values attached to this document.

G. RATES:

The proposal shall include providing the propane delivered to Prince George County based on a "Firm Fixed Price" and/or "Unit Price" plus a differential. Should the provider prefer the unit price plus differential option, he shall provide a reference benchmark and date of June 1, 2009.

The contractor shall include in the proposal its hourly technical service rate.

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H. APPLICATION FOR PAYMENT:

1. The Contractor shall supply the purchaser with one (1) copy of delivery ticket showing the signature for receipt by authorized personnel of propane being delivered at that location.

2. Invoices for propane deliveries under this contract will be submitted monthly to the individual owner's representative.

### **3.0 PROPOSAL PREPARATION & SUBMISSION**

Submittals, including four (4) copies, marked **RFP # 09-0501-1 Propane** will be received up until **June 4, 2009 at 4:00pm**. Proposals should be submitted to the following address:

**Prince George County Finance Department  
Post Office Box 68  
6602 Courts Drive  
Prince George, VA 23875-0068  
Attn: Leigh Primmer**

Proposals will not be accepted via fax machine or internet e-mail.

### **4.0 EVALUATION AND AWARD CRITERIA**

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

1. Cost of providing commodity and service
2. Ability to respond to emergency calls for service
3. Tank Management process
4. Firm's relevant experience, qualifications and success in providing the commodity and services outlined in this RFP
5. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided

### **5.0 GENERAL TERMS AND CONDITIONS**

#### **5.1 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 courts of the County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

#### **5.2 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:

1. During the performance of this contract, the contractor agrees as follows:
  - a. 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.
  - b. 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 these requirements.
2. 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.

### **5.3 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 his/her signature on the proposal documents submitted, each offeror attests that her/her agents and/or employees, to the best of his/her 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 has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

#### **5.4 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.

#### **5.5 ANTITRUST:**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Prince George 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 the County of Prince George, relating to the particular goods or services purchased or acquired by the County of Prince George under said contract.

#### **5.6 CLARIFICATION OF TERMS:**

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

#### **5.7 QUALIFICATIONS OF OFFERORS:**

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and 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 and/or furnish the goods contemplated therein.

#### **5.8 TESTING AND INSPECTION:**

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

#### **5.9 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 and/or to determine the correct number of units independently; or

### **5.10 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.

### **5.11 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 the County of Prince George 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.

### **5.12 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 bidder or offeror further certifies that the contractor and any subcontractors will maintain these 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. The County of Prince George 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.)

### **5.13 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.

### **5.14 NONDISCRIMINATION OF CONTRACTORS:**

A bidder, 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 bidder 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. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

### **5.15 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 the County of Prince George, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

### **5.16 AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

### **5.17 PREPARATION AND SUBMISSION OF PROPOSALS:**

Proposals must give the full business address of the offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership 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.

#### **5.18 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 an individual(s) who is authorized by him/her on the face of the proposal. 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.

#### **5.19 RECEIPT AND OPENING OF PROPOSALS:**

- (a) It is the responsibility of the offeror to assure that his/her 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.
- (b) The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

#### **5.20 PROPRIETARY INFORMATION:**

Section 2.2-4342-F of the Code of Virginia 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 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, 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.

#### **5.21 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 bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

#### **5.22 PROTECTION OF PERSONS AND PROPERTY:**

- a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, 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.

- d. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided by paragraph O, of the General Terms and Conditions.

### **5.23 TERMINATION BY OWNER FOR CONVENIENCE:**

- a. Owner 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.
- b. 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.

## **6.0 SPECIAL TERMS AND CONDITIONS**

### **6.1.1 AWARD:**

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 was 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.

## **6.2 REFERENCES:**

Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION  
TELEPHONE

ADDRESS

CONTACT PERSON

1.

---

2.

---

3.

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## **6.3 RENEWAL OF CONTRACT:**

This contract may be renewed by the County upon written agreement of both parties for three (3) years (at successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

## **6.4 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.

## **7.0 METHOD OF PAYMENT**

Invoices for propane deliveries under this contract will be submitted monthly to the individual owner's representative.

## **8.0 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 bidder.

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 or print) \_\_\_\_\_

Official Title: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

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