



COUNTY OF DINWIDDIE, VIRGINIA
14016 BOYDTON PLANK RD
PO DRAWER 70
DINWIDDIE, VA 23841
<http://www.dinwiddieva.us>

REQUEST FOR QUOTATION
Utility Locating and Marking Services
RFQ NUMBER: 16-042716

ISSUE DATE: April 27, 2016

DUE DATE/TIME: May 12, 2016 at 3 p.m.

By Hand, Fax or Email, please quote ON THIS SHEET your best price as specified below. PLEASE DO NOT FAIL TO SIGN AND DATE YOUR QUOTATION. Send additional data or illustrations if necessary. The order will be placed as a whole.

Issued by: Hollie R. Casey

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Dinwiddie County seeks bids from qualified firms to provide utility locating and marking services on an as needed basis in accordance with the specifications below.

A. Scope of Work

1. The Contractor shall provide all equipment, materials, personnel and supervision as needed to perform utility locating and marking services.
2. The Contractor shall identify and label County-owned utility lines located within VDOT right-of-way or on Dinwiddie County Government property. Identify and label pertains to locating and marking each respective utility type per established color code.
3. The Contractor shall locate and mark all utilities comprised of, but not limited to electrical, fiber optic, coaxial cable, and underground drainage per each specified request, in accordance with *Section 56-265.21 of the Code of Virginia – Marking by Color*.
4. Contractor shall respond to utility location and marking requests within forty-eight (48) hours of Dinwiddie County notification if no traffic control is required.
5. If traffic control is required then Contractor shall review the utility marking site, and schedule traffic control. Contractor shall provide Dinwiddie County with a start date and time and a completion date and time.
6. Emergency Response means that the Contractor shall respond and report to Dinwiddie County's request for services and commence utility locating/marketing work within four (4) hours of receiving such notification from Dinwiddie County.
7. The scope of work shall pertain to Dinwiddie County Government controlled and operated utilities only. Any working contractors or any additional parties performing work on Dinwiddie County Government property shall be responsible for coordinating with VA811 (formerly known as Miss Utility) for all other public utilities.
8. Dinwiddie County reserves the right to perform work of the same type in conjunction with a resulting contract.

B. Work Requirements

1. The Contractor shall perform work under this contract in accordance with the 2011 Virginia Work Area Protection Manual (VWAPM) or latest version; the standards as set forth by the American Public Works Association (APWA); and the Specifications contained herein.

2. The Contractor is subject to and shall adhere to *The Rules for Enforcement of the Underground Utility Damage Prevention Act*. A copy of this document can be found within the *Code of Virginia*, Title 56, Chapter 10.3 (§56-265.14 through 56-2265.32).
3. The Contractor shall utilize a calibrated measuring device, for measuring actual linear footage of work performed under this contract to obtain precise measurements for utility location as well as payment verification.
4. The Contractor shall use a marking method that meets or exceeds the marking standards as set forth by the American Public Works Association (APWA) and marking shall be capable of being seen and maintained for a minimum of ten (10) days. All utility markings shall include proper paint color and flags. All flags shall be marked with the Contractor's Company Name.
5. The Contractor shall be responsible for obtaining maps, charts, construction plans and any other documents from the County that will assist the Contractor in identifying and locating the underground utilities.
6. The Contractor shall locate and mark all County-owned utilities within two (2) feet maximum of either side of subject utility.
7. Utility markings placed within close proximity to markings placed by another firm, shall be indicated with distinguishable markings such as initials of the company.
8. Upon a request from the County, the Contractor shall be responsible for investigating utility damage incidents caused by other Contractors for verification of accurate marking. Contractor shall respond and report to the County's request for investigative services and commence utility locating/marketing work within four (4) hours of receiving such notification from the County. Emergency Response rates will apply if Contractor responds and commences work within four (4) hours. Contractor shall provide a written report of the utility location investigation to the County within twenty-four (24) hours of such request.
9. The Contractor shall be responsible for maintaining records of work requested and performed to include measurement markings.
10. The Contractor shall be responsible for any and all damage resulting from any inaccurate markings. The County will not pay for any utility re-marking or any Emergency Response rates resulting from inaccurate marking by the Contractor.
11. In the event that the Contractor shall discover any suspicious activity or suspected hazardous or foreign material on County property, while engaged in any operations performed under this contract, the Contractor shall immediately report such discovery to the County.

C. Communications

1. The Contractor shall at all times keep a mobile communication device capable of operating throughout the area covered by the contract.
2. The Contractor shall provide the name and telephone number of a local supervisor who will be available during the specified working hours for immediate contact with the County representative. The supervisor shall communicate in English (both orally and in writing) and comprehend the English language.
3. The County must be able to communication with the Contractor at all times.
4. The Contractor shall provide the County with active after-hour contact numbers, for the purpose of emergency call-outs. This contact information shall be listed on the bid form.
5. Any changes to key personnel or contact information shall be provided to the County immediately upon change.

D. Safety of Personnel and Equipment

1. All Contractor personnel shall wear proper clothes, safety vest and any other equipment required to comply with the Occupational Safety and Health Administration (OSHA) and Virginia Occupational Safety and Health Administration (VOSH) standards at all times.
2. The Contractor shall obey all safety rules and regulations and shall not create any hazardous conditions within the operation.

3. The Contractor's equipment utilized for work performed under the resulting contract shall meet or exceed the minimum requirements of OSHA and VOSH standards and specifications.
4. The Contractor equipment's warning lights shall meet the requirements referenced in the 2011 Virginia Work Area Protection Manual, Section 6F.92 and/or all updates throughout the life of the contract. Vehicles that do not meet these requirements will not be allowed to be utilized in conjunction with this work.

E. Traffic Control

1. The Contractor shall provide all traffic control equipment and personnel as required for work operations including signage for fixed lane closures, shoulder closures and mobile lane closures. All traffic controls shall be performed in accordance with the current version of the Manual on Uniform Traffic Control Devices (MUTCD) and the 2011 Virginia Work Area Protection Manual.
2. The temporary traffic control devices (including warning signs) not shown as separate bid item(s) shall be considered incidental to the contract and shall be included in the overall contract bid price. Separate compensation will not be made for signs.
3. The Contractor shall provide advance warning vehicles, to include but not limited to, truck mounted attenuators (TMA), electronic arrow boards, the appropriate signs and spring-loaded type sign stands meeting NHRP 350 requirements and capable of holding a 48" sign.
4. It shall be the responsibility of the Contractor to transport, properly setup and breakdown all traffic control devices. The Contractor shall install and maintain signs in accordance with the 2011 Virginia Work Protection Manual or latest edition and MUTCD, as revised or amended.
5. Signs and layouts shall be in place prior to performance of any work. The Contractor shall supply all traffic cones and traffic channelizing devices. Contractor shall provide two-way radios for traffic control when applicable.
6. The Contractor shall provide certified flaggers required for traffic control and shall be VDOT or ATSSA certified and shall have their Flagging Certification card in their possession at all times while performing flagging duties. Flaggers shall be in the work zone during all hours of operation. Flaggers found not in possession of their certification card or performing their duties in an unsatisfactory manner shall be removed from the flagging site, and operations requiring flagging shall be suspended.
7. Flaggers shall speak only English while performing this job duty as required by the Virginia Work Area Protection Manual.
8. The County reserves the right to review all plans for work zone management and temporary traffic control prior to commencement of work.
9. Only persons completing approved work zone traffic control training courses and possessing the appropriate valid and verifiable accreditation card will be allowed to oversee temporary traffic control activities within the VDOT Right-of-Way.

F. Authorized Work Hours

1. Normal Work Hours
 - a. All work performed under this contract shall be performed Monday through Friday, during regular work/daylight hours of 8 a.m. to 5 p.m. and weather conditions permitting, unless otherwise authorized by the County.
 - b. The Contractor shall not perform work during the weekend (Saturday and Sunday).
 - c. No work will be permitted during designated State Holidays.
 - d. The County reserves the right to alter these limitations on a case by case basis.
2. Emergency Response
 - a. Emergency Response shall consist of the mobilization of all equipment and personnel required for the commencement of utility/marketing work within four (4) hours of receiving such notification from the County rep.
 - b. Subject work pertains only to urgent needs as determined by the County and is anticipated to be on an occasional basis.

G. Method of Ordering Work

1. The County makes no guarantee of minimum or maximum quantities of work during the contract period.
2. Upon request for work, the Contractor shall respond to the County representative and provide the utility locating/marketing services within forty-eight (48) hours if no traffic control is required.
3. If traffic control is required to perform the utility locating/marketing services, the Contractor shall comply with the Work Zone Notification requirements and notify the County when work is performed.
4. The Contractor shall provide a continuous operation once they commence work.
5. In the case of inclement weather and the Contractor is unable to perform the work required, the Contractor shall contact the County representative by 10 a.m. of the day the work was scheduled. In the case of work being performed that will be shut down due to inclement weather, the Contractor shall contact the County representative within one (1) hour of work stoppage.

H. Measurement of Payment

1. The price quoted shall include all associated costs and expenses including but not limited to: labor, equipment, tools, fuel, supplies, profit, direct and indirect costs, administrative cost, equipment and personnel transportation, and any incidentals necessary to provide utility locating/marketing services and provide traffic control. No additional charges will be allowed.
2. Bid Line 1: Utility Locator and Marking Services. Services will be paid by the linear foot.
3. Bid Line 2: Emergency Response. This line may be used in emergency situations only. The unit price will be paid per occurrence.
4. Bid Line 3: Traffic Control Services. This line shall include the cost of all equipment, flaggers, etc. needed for traffic control services. Services will be paid hourly.

I. Term of Contract

Contract will be awarded to the successful Bidder for an initial period of twelve (12) months, with the option for renewals under the terms and conditions of the original contract for up to four (4) additional twelve (12) month periods, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract(s) and any renewals of the contract(s) are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with initial contract or negotiated at time of renewal.

Submission Date: _____

Federal Tax ID#: _____

DPOR License #: _____

Name of firm: _____ Phone #: _____

By (signature): _____ Fax #: _____

Type/Print Name: _____ Address: _____

Email Address: _____

After Hours Contact Name: _____ Phone: _____

Please list all subcontractors, if any:

Company Name

DPOR License #

Item #	Description	Unit Price	Unit	Qty	Total
1	Utility Locator and Marking Services	\$	Per linear foot	20	\$
2	Emergency Response	\$	Per Occurrence	1	\$
3	Traffic Control Services	\$	Per Hour	10	\$
Grand Total (Items 1-3)					\$

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number: _____ **OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

REFERENCES

Offerors shall supply three (3) references that list a brief description of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of service or contract period, location, names, addresses, and phone numbers of Owners. Offerors shall only indicate references they have worked with a minimum of two (2) year. A separate page of references is acceptable if needed for additional space.

Reference #1

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Reference #2

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Reference #3

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

PART A GENERAL INFORMATION FOR BIDDERS

1. **Quote Form:** All quotations must be submitted on or in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter thereto which will be made a part of the quotation. All quotations must be submitted and plainly marked using the RFQ number and date. Verbal quotations will not be accepted.
2. **Due Date:** Quotations and amendments thereto, or withdrawal of quotations submitted, if received by the County after the due date specified, may not be considered. It will be the responsibility of the Bidder to see that his/her quotation is in the Procurement Office by the specified due date.
3. **Prices:** Prices should be stated in units of quantity specified, with packing and delivery to destination included, less Federal, State and local taxes, as applicable.
4. **Delivery Date(s):** The time of proposed delivery/completion must be stated in definite terms. If delivery for different commodities varies, the Bidder shall so state. Length of time for delivery/completion as well as price may be considered in awarding of the RFQ.
5. **Samples:** Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's risk and expense.
6. **Quotations:** All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed in ink by the person signing the quotation. Quotations must show unit price, total price, and grand total. In case of error in the extension of prices, the unit price shall govern.
7. **Substitutions:** Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identified. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which quotations are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified and must have an equal warranty. In submitting quotations on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish. Consideration will be given to quotations submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the County. If the Bidder does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity specified in the item description.
8. **Collusion:** Bidder declares that the quotation is not made in connection with any other Bidder submitting a quotation for the same commodity or commodities, and that the quotation is bona fide and is in all respects fair and without collusion or fraud.
9. **Award:** Award will be made to the lowest responsible and responsive Bidder. The quality of the commodities to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County reserves the right to award by item, groups of items or total; to reject any and all quotations in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the County will be served.

10. **Discounts:** Cash discounts may be offered by Bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie quotations. The discount period will be computed from the date delivery at destination is accepted by County and/or completion is accepted by County or from date correct invoice is received by County, whichever is the later date.
11. **Quote Acceptance:** Acceptance of a quotation by the County is not an order to ship or to begin work. Each quotation is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder and the County, which shall bind the Bidder on his part to furnish and deliver the items quoted on at the prices stated and in accordance with the conditions of said accepted quotation; and the County on its part to order from such Bidder, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items specified, ordered, and delivered.
12. **Equipment/Products:** Any equipment/products delivered must be standard new equipment/products of the latest model, except as otherwise specifically stated in quotation. Where any part or nominal appurtenances of equipment/product is not described, it shall be understood that all equipment/products and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
13. **Default:** In event of default by the Contractor/Vendor, the County reserves the right to procure the commodities and/or services from other sources, and hold the Contractor/Vendor liable for any excess cost incurred thereby. If, however, the Contractor/Vendor is in default for not providing specified commodities and public necessity requires use of commodities not conforming to the specifications, they may be accepted, at County's option, and payment therefore shall be made at a proper reduction in price.
14. **Copyrights/Patents, Etc.:** The Contractor/Vendor guarantees to save the County, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor/Vendor is not the patentee, assignee or licensee.
15. **Signatures:** All quotations must be signed by a responsible officer or employee, authorized by the Contractor/Vendor, and must include the firm's legal name. Obligations assumed by such signature must be fulfilled.
16. **Quote Verification:** Verify your quotations before submission as they cannot be withdrawn or corrected after the due date.
17. **Applicable Laws:** The contract/purchase order shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising out of the performance of this contract/purchase order shall be with a state court with jurisdiction in Dinwiddie County, Virginia. The Contractor/Vendor shall comply with all applicable federal, state and local laws, rules and regulations.
18. **Availability of Funds:** It is understood and agreed between the parties herein that the County shall be bound by this RFQ only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

19. **Assignment of Contract/Purchase Order:** A contract/purchase order shall not be assignable by the Contractor/Vendor in whole or in part without the written consent of the County.
20. **Clarification of Terms:** If any prospective Bidder has questions about any specifications or other solicitation documents, the prospective Bidder should contact the person issuing the RFQ whose name appears on the face of the solicitation no later than three working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the person issuing the RFQ.
21. **Testing and Inspection:** All products and services provided shall be in compliance/accordance with all applicable federal, state and local laws and regulations. The Contractor/Vendor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor/Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications and/or meet the needs of the County. The County's decision of approval or disapproval of a proposed product shall be final.
22. **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 Dinwiddie on materials and supplies that are installed by a Contractor/Vendor and become a part of real property. Contractors/Vendors 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 quotation.

PART B
GENERAL TERMS AND CONDITIONS

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it 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 Contractor is 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).

B. Anti-Discrimination Statement by Contractor

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, status as a service disabled veteran, 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 Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. 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*. Contractor 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. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

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 Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Professional Liability - \$1,000,000 per occurrence.
6. Umbrella Liability - \$1,000,000 per occurrence.

E. 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 Contractor.

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.

F. Payment:

(1) To Prime Contractor(s):

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).

(2) To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

G. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid

or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

H. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Request for Quotations. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible qualified Bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible qualified Bidder.

I. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.