



**REQUEST FOR PROPOSAL  
AND  
STATEMENT OF QUALIFICATIONS**

**RFP# 2022-81500-03**

**Issue Date:** March 7<sup>th</sup>, 2022

**Title:** Stuart Downtown Historic District - Revitalization Plan

**Issuing Agency:** Patrick County, Virginia  
Sean Adkins, Director of Economic Development  
334 Patrick Avenue  
Stuart, Virginia 24171

**OFFEROR INFORMATION**

In compliance with this Request for Proposal and Statement of Qualifications and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services in accordance with the attached signed Request for Proposal and Statement of Qualifications or as mutually agreed upon by subsequent negotiation.

Name and address of firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Zip Code: \_\_\_\_\_

FEI/FIN No.: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

By: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_ (printed name)

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

Phone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

**INITIAL PERIOD OF CONTRACT:**

April 15<sup>th</sup>, 2022-December 15<sup>th</sup>, 2022

Sealed Proposals and Statements of Qualification will be received until **April 7<sup>th</sup>, 2022**, by the Patrick County, Virginia located at 106 Rucker St. PO Box 466, Stuart, Virginia 24171. To be considered, all Proposals and Statements of Qualification must be received at this address on or before the date and hour stipulated. Proposals and Statements of Qualification received after the date and hour designated are automatically disqualified and will not be considered.

Patrick County, Virginia does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 11-35.1 or against a bidder or offeror because of race, religion, color,

sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment. Patrick County, Virginia is an EOE.

**ADDITIONAL INFORMATION**

All inquiries for additional information should be directed to:

Name: Sean Adkins, Director of Economic Development  
Phone: 276-692-4490  
Email: sadkins@co.patrick.va.us

**I. INTRODUCTION AND PURPOSE**

The purpose of this Request for Proposal and Statement of Qualifications (RFP/SOQ) is to solicit sealed proposals and statements of qualification from which the Patrick County, Virginia (hereafter referred to as Patrick County) may eventually select a firm through competitive negotiation and with whom it may wish to establish a contract for the development of a three-part plan for the Stuart Downtown Historic District - Revitalization Plan. Funding for this plan is provided through a Community Development Block Grant from the Virginia Department of Housing and Community Development (DHCD).

The Stuart Downtown Historic District - Revitalization Plan will cover the historic district within the Town of Stuart, Virginia, which is the county seat for Patrick County. Patrick County’s long-term goal is to help spur economic revitalization and growth within the town. This goal will be addressed through the development and implementation of the Economic Restructuring Plan, a Preliminary Architectural Report for façade improvements, and a Prioritization Improvement Plan for the town.

The Project Director and point of contact for this contract is Sean Adkins, Director of Economic Development for Patrick County, Virginia.

**II. BACKGROUND AND PROJECT DESCRIPTION**

Background

Patrick County secured funding from the Virginia Department of Housing and Community Development for the development of a The Stuart Downtown Historic District - Revitalization Plan through Community Development Block Grant (CDBG) Funds. This project meets the national objective of Slum/Blight Elimination for the use of CDBG Funds.

The Town of Stuart is the seat of Patrick County and is the only incorporated area. Downtown Stuart is a culturally rich area, having been the site of a hand-operated train turntable for the Danville & Western rail line. Downtown Stuart is home to the Stuart Farmers’ Market, the Mayo River Rail Trail, and the town’s recently designated Historic District. This area is an important corridor for commerce and community services, with 19 unique properties located within the Historic District.

Project Description

The Stuart Downtown Historic District - Revitalization Plan has three key plans to accomplish the project goals:

1. **Create an Economic Restructuring Plan for smart growth and development strategies for the Town of Stuart.** This plan will address the national objective of Slum/Blight Elimination through the creation of a building and blight inventory. The Economic Restructuring plan will evaluate potential improvements needed to the community to spur business and entrepreneurial growth while supporting the needs of the current business community. This may include streetscape improvements, pedestrian pathways for enhanced public safety and connectivity to local businesses, and other enhancements to support business development. During numerous public and stakeholder meetings, speed reduction and pedestrian safety concerns were cited as needed improvements within the Town. Additionally, since this plan benefits an area with a newly designated historic district, an effort should be made to include potential outreach pathways and opportunities to educate property owners on the utilization of historic tax credits as a means of revitalization.
2. **Conduct a Preliminary Architectural Report for the buildings within the project area.** The project area falls within the historic district boundary lines. This report will be a critical document for the development of Façade guidelines that met the needs and requirements for working within a designated historic district.
3. **Develop a Prioritized Improvement Plan for the Town of Stuart that will create Façade Guidelines and potential zoning and ordinances changes within the Town to spur economic development.** This plan will serve as a blueprint for moving forward from the planning grant findings into implementation of the goals identified through the CDBG Planning Grant process.

### III. STATEMENT OF NEEDS

The Statement of Needs that follows summarizes the anticipated planning activities to be fulfilled during this process.

1. Economic Restructuring Plan
  - a. Visioning and preliminary design plans for streetscape improvements, pedestrian pathways for enhanced public safety and connectivity to local businesses, and other enhancements to support business development as identified.
    - i. Provide visuals that can be shared with the community to foster community support and shape implementation plans.
    - ii. Provide estimated costs of improvements identified in the design plan.
    - iii. Identify funding sources for implementation of preliminary designs.
    - iv. Provide outreach/educational materials to educate property owners on historic tax credits
  - b. Creation of a complete building inventory and physical/economic blight inventory in project area (pictures, descriptions of buildings/property, determine level physical and/or economic blight). This will also include a project area map in color (clearly identify blighted areas and level of blight, buildings)
2. Preliminary Architectural Report
  - a. Provide a design and engineering plan with an estimated cost for improvements to building facades within the project area.
3. Prioritized Improvement Plan for the Town of Stuart, Virginia

- a. Facilitate a Project Management Team Meeting to prioritize activities to address physical and economic blight identified through building inventory/economic blight inventory.
- b. A written plan identifying the physical and economic blighting influences in downtown and the proposed solutions to alleviate the identified blight, including specific actions to be taken, targeted units/areas, estimated costs of improvements, sources of financing to address proposed improvements, maps, timeline for implementing blight alleviation efforts.
- c. Town Façade Program Guidelines, utilizing best practices, that the town can use to inform future ordinance decisions. These Guidelines need to serve as a cornerstone document for a Façade Grant Program for the Town.

The Contractor chosen for this project will be required to work in cooperation with Patrick County, The Town of Stuart, and the Western Piedmont Planning District Commission (which will provide general administrative and planning oversight) and with all other organizations and entities relevant to the preparation, completion, adoption, and approval of this plan.

#### **IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

All respondents should submit a written Proposal and Statement of Qualifications (SOQ) to include information about the respondent directly related to each of the Selection Criteria outlined in Section VI below. All information should be submitted succinctly.

##### **A. RFP/SOQ Response:**

In order to be considered for selection, offerors must submit a complete response to this RFP/SOQ. **One (1) original, eight (8) copies, and one (1) PDF digital copy** of the Proposal and Statement of Qualifications must be submitted by no later than **2:00 PM, Thursday April 7<sup>th</sup>, 2022**, to:

**By USPS:**

**Sean Adkins, Economic Development, 106 Rucker St. PO Box 466, Stuart, VA 24171**

**Delivery other than USPS:**

**Sean Adkins, Economic Development, 106 Rucker St. Suite 218, Stuart, VA 24171**

##### **B. Proposal Preparation:**

1. Proposals/SOQs shall be signed by an authorized representative of the offeror. All information requested shall be submitted. Failure to submit all information requested may result in the Patrick County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Patrick County may reject proposals that are substantially incomplete or lack key information.
2. Proposals/SOQs should be prepared simply and economically (no 3-ring binders), providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP/SOQ. Emphasis should be placed on completeness and clarity of content.

3. All documentation submitted with the Proposal/SOQ should be contained in that single volume.
4. Ownership of all data, materials, and documentation originated and prepared for Patrick County pursuant to this RFP/SOQ shall belong exclusively to the Patrick County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of §2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must identify specifically the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document [or line-item prices, and/or total proposal prices in a subsequent fee proposal] as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

**C. Specific Proposal Instructions:**

Proposals should be as thorough and detailed as possible so that Patrick County may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP/SOQ cover sheets and all addenda acknowledgments, if any, signed and filled out as required.
2. A written narrative statement to include:
  - a. **Qualifications and Experience:** Describe the qualifications and experience of the firm in providing design and planning as well as public meeting facilitation as described in the Statement of Needs. Additionally, for all the proposed staff who will be assigned to this contract: Include resumes, descriptions of similar projects completed, client references, and/or other supporting information. Identify primary, secondary, or back-up service and support personnel. Identify those aspects of this contract they are qualified to provide.
3. Specific plans for providing the proposed services, including:
  - a. What, when, and how the service will be performed; and
  - b. Timeframe for completion
  - c. Non-binding cost estimate

Patrick County, Virginia reserves the right to reject any and all proposals.

**VI. EVALUATION AND AWARD CRITERIA**

**A. Evaluation Criteria:**

Patrick County will use a Selection Committee to review and evaluate all Proposals of Work and Statements of Qualification submitted by firms responding to the RFP/SOQ. The Proposal/SOQ packages will be evaluated and ranked based on the Evaluation Criteria detailed as follows. Patrick County may choose to ask the top ranked firms to attend a presentation/interview as part of the

evaluation process, eliminating other firms from competition.

<u>Criterion:</u>	<u>Point Value:</u>
1. Professional qualifications and experience of the individuals the Respondent will assign to provide the required planning services	[10 pts]
2. Experience of the Respondent with downtown planning projects and ability to work with Patrick County to develop a cost effective, comprehensive, and actionable plan.	[20 pts]
3. Knowledge and familiarity with economic recovery and resiliency planning.	[20 pts]
4. Experience of the Respondent with regional branding projects.	[20 pts]
5. Capacity of the Respondent to perform the required work activities within the given time limitations, taking into consideration current and planned workload.	[10 pts]
6. Names, addresses and telephone numbers of clients for whom the Respondent has performed projects of similar or related size and type within the past five years.	[5 pts]
7. Estimated cost of services.	[5 pts]
8. Small, Women-owned, and Minority-owned Firm	[5 pts]
9. Quality of proposal submitted.	[5 pts]
<b>TOTAL:</b>	<u>[100 total pts]</u>

**B. Award of Contract:**

Award: In the absence of a single Offeror excelling in qualifications and price, 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 based on a non-binding cost estimate. Negotiations shall be conducted with the Offerors so selected. Cost shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Patrick County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Patrick 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 reason why a proposal was not deemed to be the most advantageous. Should Patrick 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.

**VII. General Terms and Conditions**

**A. Applicable Laws and Courts:**

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 Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules

and regulations.

**A. Anti-discrimination:**

By submitting their proposals, offerors certify to Patrick 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.

**B. 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.

**C. 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.



**D. Debarment Status:**

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**E. Antitrust:**

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

**F. Mandatory use of Terms and Conditions for RFP/SOQ:**

Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Patrick County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**G. Clarification of Terms:**

If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the issuing agency 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 issuing agency.

**I. Precedence of Terms:**

Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**J. Qualifications of Offerors:**

Patrick County may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the offeror shall furnish to Patrick County all such information and data for this purpose as may be requested. Patrick County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Patrick County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Patrick 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.

**K. Assignment of Future Contract:**

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Patrick County.

**L. Changes to a Future Contract:**

Changes may be made to a future 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. Patrick 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 page presentation, and the place of delivery. 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 Patrick 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 Patrick County's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - d. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present Patrick County with all vouchers and records of expenses incurred and savings realized. Patrick County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Patrick County within thirty (30) days from the date of receipt of the written order from Patrick County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by Patrick County or with the performance of the contract generally.

Note: The above methods shall only be applicable to revising the costs within the original cost proposal, since the contract shall be made for a certain agreed upon amount which cannot be exceeded.

**M. Default:**

In case of failure to deliver services in accordance with the contract terms and conditions, Patrick 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 that Patrick County may have.

**N. Insurance:**

By signing and submitting a bid or proposal under this solicitation, the bidder or 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 coverages during the entire term of the contract and that all insurance

coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Insurance Coverages and Limits Required:

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. Patrick County must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

**O. 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.

**P. 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.

**VIII. Special Terms and Conditions**

**A. 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 Commonwealth of Virginia, 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.

**B. Cancellation of Contract:**

Patrick County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**C. Identification of Proposal Package:**

The signed bid/proposal should be returned in a package, sealed and identified as follows:

<i>From:</i> _____	_____	_____
<i>Name of Bidder/Offeror</i>	<i>Due Date</i>	<i>Time</i>
_____	_____	
<i>Street or Box Number</i>	<i>RFP/SOQ No.</i>	
_____	_____	
<i>City, State, Zip Code</i>	<i>RFP/SOQ Title</i>	

*Name of Contract Officer* \_\_\_\_\_

The package should be addressed as directed on pages 4 of this RFP/SOQ.

If a proposal not marked as noted above is mailed, the offeror takes the risk that the package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the package.

**D. Minority/Women-owned Businesses Subcontracting and Reporting:**

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the Virginia Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish Patrick County the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

**E. Subcontracts:**

No portion of the work shall be subcontracted without prior written consent of Patrick County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Patrick County the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**IX. Method of Payment**

The Contractor shall be paid on the basis of completed and accepted milestones or deliverables completed under the terms of the contract as described on the budget submitted by the Contractor for this project and approved by Patrick County during the contract negotiations. Compensation shall not exceed the amount stated in the project contract. The Contractor shall invoice Patrick County with supporting documentation as appropriate to milestones determined by negotiation and their completion. Invoices shall cite the contract number and purchase order number assigned to the contract and will be submitted to the address shown on the contract.

In addition, the following terms apply:

1. The Contractor shall submit invoices for items ordered, delivered, and accepted directly to the payment address shown on the contract. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. 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.
3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
4. 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.
5. 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, Patrick 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 an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia, §2.2-4363*).
6. The timing of interim billing and payments and the associated deliverables shall be determined during contract negotiations.

**X. ATTACHMENTS/LINKS**