

I. SUBMISSION OF PROPOSALS

- A. **An original (1), so marked, and (5) copies, so marked, for a total of (6)** of your proposal document are required. In addition, one (1) copy of proposal in an electronic format or CD in Microsoft Word format or PDF file format must also accompany your proposal. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- B. Submission of Proprietary Information: Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary (Section 2.2-4342F of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.
- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the Successful firm. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest.
- E. By submitting a proposal response, the Offeror agrees that the proposal response will not be withdrawn for a period of 90 days following the due date for proposal responses.
- F. By submitting a proposal response, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.
- G. By submitting a proposal response, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal response. All proposals submitted will become the property of the City.

II. GENERAL INFORMATION AND OBJECTIVE

- A. The City of Lynchburg is requesting proposals from qualified firms interested in providing a residential pre-paid garbage disposal bag program (hereafter known as "The Program"). The City of Lynchburg welcomes and will consider a creative and innovative residential pre-paid garbage disposal bag program that can be shown to provide financial and operational benefits designed to address the needs as detailed below.
- B. The City of Lynchburg will also consider options to successfully implement a new PAYT (Pay as you throw) program.
- C. The City of Lynchburg amended their Solid Waste Disposal Ordinance in September 2012 to implement and enforce a Pre-paid garbage disposal bag program. This program will replace the current 32 and 64 gallon garbage disposal tags and decals which are currently in use.
Current City of Lynchburg residential collection information:

- Population: 76,504 (2011 Census)
- Collection Method: Weekly, Semi-automated
- Number of households served: 21,000 (estimated)
- Average number of individuals per household: 2.3
- Hours of Operation: Garbage collection: Mon-Thurs 7 :00 am – 4:30 pm
Landfill Operation: Tues – Sat 8:30 am – 4:00 pm
- Residential solid waste tonnage: 15,000 tons per year (estimated)
- Residential recycling tonnage: 2,800 tons (Paper, plastic, metal and glass)
- Tipping Fee: \$28.00
- Transportation costs to recycling facility- \$10,511 (annually)
- Recycling income and methodology by which its obtained: \$46,596.00

III. SCOPE OF SERVICES

The City of Lynchburg’s intent and the requirements of this RFP are to provide its citizens with the best service, quality and financial benefit in regards to its new pre-paid garbage disposal bag program. The City would like to secure an agreement with a firm who has demonstrated the ability and willingness to provide ongoing support services with a commitment to continuous improvement, in order to benefit residents through continuity of experience.

The specifications of this RFP are designed to establish an effective, efficient, comprehensive and fair pre-paid garbage disposal bag program that provides for the following intended purposes:

1. Reduce loss of revenue from excess waste by using methods demonstrated to achieve reductions, with the least inconvenience to residents while maintaining a continuous and uniform level of services.
2. Substantially increase residential recycling rates for the City.
3. Reduce/minimize administrative burden to the city.
4. Reduce enforcement for violations of the solid waste ordinance.
5. Create partnerships with local participating stores who make upfront (and ongoing) expenditures necessary to implement the program (including supplies and cost of services).

The selected proposer will be required to provide the following services:

1. Program Design

Proposer will use its experience and knowledge to design a program that will include plans to address key objections and engagement of all key stakeholders, as well as achieve the RFP’s intent on behalf of the City. Proposer is expected to suggest updates and improvements to the waste management program throughout the term of the proposed agreement. Proposer will provide guidance on such issues as the size and price of metering collection supplies, frequency of garbage pick-up, and others.

2. Community Education and Communication

Proposer will include in the proposal a commitment to educating the community on the pre-paid disposal bag program. Such a commitment is expected to address the following:

- Public education
- Support for the rollout of the program
- Program support personnel
- Tailored municipal website
- Public relations and communication campaigns

The proposal must include a time period during which these functions will occur and identify the key personnel responsible for the program’s implementation as well as their professional qualifications in this area.

3. Program Support

Proposer will identify in the proposal a representative to serve as the program's coordinator. Proposer will provide an outline or overview of:

- The responsibilities of the program coordinator as they relate to the proposed program
- The availability of the program coordinator throughout the term of the contract
- Other staff that will assist the program coordinator throughout the program and their responsibilities

4. Supplies and Services

The proposer must state whether they are the manufacturer of supplies to be used by the program it proposes to the City. If the proposer is not the manufacturer, it must identify the manufacturer and location of manufacturing facility. The proposer must receive prior written authorization from the City if it wishes to change the manufacturing facility it uses for the supplies used in this program at any time during the pendency of a contract to provide these services. The proposer shall pay, as its sole expense; the cost of travel for one employee of the City to inspect the proposer's manufacturing facility prior to contract execution, to ensure the ability to ensure the terms of this contract and each time the proposer seeks to change the manufacturing facility for this program. Said inspection shall be required prior to the City approving a change in manufacturing facility. The City reserves the right to visit the manufacturing facilities throughout the term of the contract at its own expense. Requirements of garbage supplies are as follows:

- Supplies are to be available at retail locations at a minimum 14 calendar days prior to the initial date that residents are required to use official City supplies.
- Proposer will supply a reasonable quantity of custom printed "Non-Compliance" stickers as needed.
- The Proposer shall supply multiple-sized pre-paid bag options.
- Proposer will be responsible for the quality of supplies used in its program throughout the life of the program.
- Proposer will provide detailed information regarding its quality control procedures upon request by the City and shall summarize its quality control procedures in response to this procurement.
- All supplies, where appropriate, will be custom printed with verbiage and artwork approved by the City. Each proposer shall provide sample supplies, at its own expense, in its response to this RFP.
- Proposer will customize all retail packs with information approved by the City.
- Customization: demonstrated ability to produce small quantities and to change the artwork within a 15-day notice.
- Packaging (custom retail packs)

5. Distribution and Storage

The Proposer will include an outline or overview of how it will

- Ensure the security of the supplies during the manufacture, transport, and warehousing stages
- Maintain a signature-based chain of custody for all supply transactions
- Assume responsibility for establishing a retail distribution system that is convenient for City residents
- Assume responsibility for insuring that no retail distribution location is out of stock due to lack of supply
- Create, publish, and distribute a list of participating retail locations and will update the list on a regular basis to maximize resident convenience, at the direction of the City
- Work with local and chain retailers to provide reasonable ordering procedures and minimum order quantities to balance long-term retail participation

6. Accounting, Inventory Control, and Reporting

Proposer will be expected to execute and provide accurate reporting on the following on a monthly basis, no later than two weeks after the end of each month:

- All inventory transactions related to the City's supplies
- All shipments and invoices related to the program
- All revenues received from retailers related to the program
- All delinquent account procedures and collection procedures, reconciliations
- All remittance handling

- Reporting

6. Billing and Record Keeping

The selected firm will be responsible for billing and collecting money from the retailers. All money will go into an account set up for the City. The selected firm will be responsible for maintaining accurate records on all products including the quantities manufactured, the quantities placed in storage, and the quantities delivered to local stores. The Contractor will provide monthly reconciliation reports for all activities and wire transfer moneys collected from the retailers. The proposer must provide evidence of safety and liquidity of any and all public funds received and used during the program.

8. Risk Management

1. Proposer shall bear all the cost and risk related to supply inventory, including the cost of all replacements due to manufacturing errors or defects.
2. Proposer shall establish a system of shared risk regarding retailer credit. The system shall include procedures to manage credit checks, credit terms, delinquent accounts, credit limits, and credit collections.
3. Proposer shall establish a system of shared risk regarding yearly waste reduction targets.

9. Resident Involvement and Incentives Program

The proposer is to provide outline or overview for how residents will contribute and be incentivized to participate.

10. Cost/Pricing (limit to three pages in length):

The Cost Proposal for the proposed program must be presented in a clear and concise manner. Ambiguities in your proposal cost should be avoided to enable the evaluation of each proposal in a timely and thorough manner with a minimum of questions. Cost proposals shall include all labor, material, equipment, processes, insurance, and all incidentals to meet the City's specifications indicated in Section IV, Scope of Services. All pricing shall be presented in a manner that will enable the City of Lynchburg to evaluate the cost proposal for waste reduction service. Pricing or the calculation for pricing for each successive year of the contract must be provided and be clear enough to enable a concise comparison with other proposals. Cost/pricing will be negotiable.

IV. PROPOSAL PREPARATION

The proposal response must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than twenty pages excluding the cover by including all other materials. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

Offerors should organize their proposals using the format described below:

A. Title Sheet

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGE** of this solicitation and include it as the first page of your proposal response. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. **Offeror's shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.**

B. Experience of the Offeror in Providing These Services

Include a statement of the Offeror's experience as it relates to the Scope of Services. Include experience of key individuals, including project manager, to be assigned to this contract, emphasizing their experience in working with similar contracts and local governments. Show only experience directly related to their assigned duties under the proposed contract. Identify only the specific individuals who will be actively working on this project. If any sub-Consultants will be used, they should be identified and their qualifications included in the proposal response.

C. Scope of Work

Outline your firm's current and anticipated workload and your plan to dedicate the necessary resources to assure timely delivery of proposed services.

D. References

Provide a list of three clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, facsimile number, description of type of services performed, and person the City may contact.

Outline your firm's current and anticipated workload and your plan to dedicate the necessary resources to assure timely delivery of proposed services.

E. Insurance

The selected firm shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractor firms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The selected firm shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured. The selected firm shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

V. CRITERIA FOR PROPOSAL EVALUATION AND METHOD OF AWARD

Proposals will be reviewed and evaluated according to the following criteria:

Criteria	Point Value
Proven experience with similar projects	10
Expertise of key personnel to be assigned to contract	10
Proven ability to provide innovative and efficient service	10
Proven track record of responsiveness to customer needs	10
Proven track record of quality performance	10
Adherence to Scope of Service	10
Type of services provided and years of service	10
Costs	10
TOTAL	80

Method of Award

Following evaluation of the written proposals as submitted, 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 factors involved in the Request for Proposal, and respondents ranked 1, 2, 3 or more. Negotiations shall then be conducted with the firm ranked number 1 in an attempt to reach an agreement to provide the services. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with the top ranked firm, an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations began with the firm ranked number 2. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. Should the City 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.

VI. CONTRACT TERM

The initial term of this contract shall be for three years, with up to two option years, from contract signing, upon mutual consent of the parties to the contract. Any time extensions granted by the City shall be by written amendment signed by both parties to the original agreement.

VII. GENERAL TERMS AND CONDITIONS

A. Subcontracting and Assignment of Work

The successful firm shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to the City for all work performed by any subcontracting firm or special consultant.

B. Payment for Services

Payments to the successful firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The successful firm's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The successful firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

C. Independent Successful firm

The successful firm is an independent successful firm and nothing contained in a subsequent CONTRACT shall constitute or designate such firm or any of its agents or employees as employees of the City.

D. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Successful firm in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to the City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504. The Successful firm agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

E. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the City of Lynchburg, City Council to appropriate funds for its continuance.

The Successful firm agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of the City upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Successful firm.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

G. Additional Services

The City may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

H. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

I. Licenses and Permits

The Successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

J. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Successful firm agrees as follows:

- a. The Successful firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful firm. The Successful firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Successful firm will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

K. Drug-Free Workplace

In accordance with Section 2.2-4312 of the Virginia Public Procurement Act, Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it. Contractor shall maintain a drug-free workplace for contractors employees and 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 contractors workplace and specifying the actions that will be taken against employees for violation of such prohibition, and place in all of contractors advertisements and solicitations, that contractor maintains a drug-free workplace and such prohibitions shall apply to contractors vendors and subcontractors.

L. Payments to Successful firms

In accordance with Virginia Code Section 2.2-4354 the Successful firm agrees that:

1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:
 - (a) The Successful firm shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504.
 - (b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
 - (d) The Successful firm's obligation to pay an interest charge to a subcontractors firm shall not be an obligation of the City.
 - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

M. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Successful firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the City's Procurement Administrator, Third Floor City Hall, 900 Church Street, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts

claimed or other relief requested. The City's Procurement Administrator shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City's Procurement Administrator by providing written notice to the City Manager, within 15 days of the date of the decision. The City Manager shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Successful firm shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

N. Taxes

The Successful firm shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Successful firm and not of the City and the City shall be held harmless for same by the Successful firm.

O. Indemnification

To the fullest extent permitted by law, the Successful firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

P. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City.

Q. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

R. Responsibility for Property

The Successful firm shall be responsible for damages to property caused by work performed under the contract. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

S. Precedence of Documents

The precedence of documents shall be as follows: the contract, the Request for Proposals and the Offeror's response to the Request for Proposals.

T. Administrative Appeals Procedure

a. The following are the exclusive procedures for a bidder or offeror to protest the City's award or decision to award a contract.

1. Any protest to award a contract shall be in writing and shall be delivered so that it is received by the City Manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.
2. Except for a protest of an emergency or sole source procurement, a protest of a City award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its bid or proposal accepted but for the City's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.
3. Protests shall only be granted if (1) the protester has complied fully with Sec. 18.1-6 of the Lynchburg Public Procurement Code and there has been a violation of law, the Lynchburg Public Procurement Code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.

4. The City Manager shall issue a written decision on a protest within ten (10) days of its receipt by the City Manager.
 5. If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge the procurement by then filing suit in the Lynchburg Circuit Court, Lynchburg, Virginia, and serving the city with such suit within ten (10) days of such denial. Otherwise, the City Manager's decision shall be final and conclusive, and the protestor's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
 6. Strictly following these procedures shall be a mandatory prerequisite for protest of the City's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.
- b. A protest may not be based upon the alleged non-responsibility of a person to whom the City awards or makes a decision to award a contract.

U. Cooperative Procurement

This procurement is being conducted by the City of Lynchburg in accordance with the provisions of 2.2-4304 CODE OF VIRGINIA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City Contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.