COUNTY OF BEDFORD, VIRGINIA
REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: **July 31st, 2020**

TITLE: **IT Project Manager Consulting Services**

ISSUED BY: Bedford County Department of Information Technology
122 East Main Street, Suite 210
Bedford, VA 24523

USING DEPARTMENTS: Bedford County Department of Information Technology

Electronic Proposals Will Be Received Until **Aug 21, 2020 @ 4:00 p.m. EST**. For IT Project Manager. Please send proposals to: elo@bedfordcountyva.gov
Proposals received after the above stated date and time will not be considered. Bedford County reserves the right to reject any and all proposals.

All Inquiries For Information Should Be Directed To: Elizabeth Lo, IT Director, Phone: (540) 586-7656 , Fax: (540) 297-1038 e-mail: elo@bedfordcountyva.gov

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Full, Legal Name And Address Of Firm:

_____ Date:_____

_____ By:_____
(Signature)

_____ Name:_____

_____ Zip Code:_____ Title:_____

FEI/FIN NO.:_____ Telephone Number: (___)_____

E-mail address: _____ Fax Number: (___)_____

CERTIFICATION PAGE
RETURN THIS PAGE WITH PROPOSAL SUBMISSION

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1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain the services of a qualified professional IT Project Manager, through competitive negotiation, to provide services for a broad range of technology projects across county departments that include software implementations. Projects may involve working with stakeholders, outside consultants, department senior managers, and multiple departments, and in the case of county system applications, and may involve work that integrates multiple components of the software to satisfy business process requirements. All services shall be provided in accordance with the specifications contained herein and attached hereto. This solicitation is issued for the Bedford County Department of Information Technology on behalf of the Board of Supervisors of Bedford County, a political subdivision of the Commonwealth of Virginia, herein referred to for convenience as "Owner"

1.1 For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Firm".

1.2 The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions), and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Firm will be required to sign a contract with the Owner, herein referred to as "Agreement" or "Contract"

2.0 BACKGROUND

The Owner has a backlog of critical technology projects. These projects need to be implemented to meet Bedford County's current and future needs and to improve the efficiency and effectiveness of our work processes. We are seeking a skilled IT project manager with project management and business analysis skills as well as experience in planning, managing and implementing software solutions and upgrades such as online permitting and time and labor.

Qualified candidates will have:

- 5-7 years in experience leading and implementing third party software across multiple departments
- Working knowledge in business process and familiar with enterprise resource planning systems
- Strong skills in Microsoft Toolset: MS Project 2019, Visio, SharePoint and Teams is a must
- Experience with Tyler MUNIS solution is strongly preferred

<u>Example of projects may include but are not limited to:</u>

- Online Permitting (Energov) Solution Upgrade
- e-Reviews and BlueBeam Implementation
- Time and Labor (Kronos) Implementation
- Tyler MUNIS HR-Payroll Implementation
- Access Management

Impact/Outcome from a Business Perspective: Successful implementation of technology solutions across various business functions within the County and successful implementation of upgrades and enhancements

The objective of the RFP is to reduce the cost and time of advertising, shorten the response time and improve the efficiency and clarity in the production of the contracts for professional services. Any resulting contract shall be non-exclusive, and no specific amount of work is guaranteed as a result of this RFP.

3.0 OWNER'S RIGHT TO ISSUE RFP'S AND PROJECT ORDERS

The Owner reserves the right, at its sole discretion, to issue RFP's for similar work and other projects as the need may occur. The Owner also reserves the right, at its sole discretion, to issue purchase orders to any other Open-End Firms based on its evaluation of each Firm's qualifications, expertise capabilities, performance record, current workload, location or distance to the project, and other factors as may be pertinent to the particular project.

4.0 STATEMENT OF NEEDS

4.1 The Scope Services include:

Providing an experienced IT Project Manager that will meet the following objectives and responsibilities:

- Adhere to project management standards framework and project process for technology implementations
- Work closely with the IT Team, Department Users and Vendor Team.
- Lead the effort to develop preliminary estimates of resource needs and delivery dates for onboarding business functions onto the new solution.
- Collaborate and communicate effectively with internal and external teams of various backgrounds such as business SMEs, IT, County, vendors (e.g., Tyler MUNIS) and customers.
- Manage the planning, assignment, and execution of tasks projects using Microsoft Project 2019, Microsoft SharePoint and PMI methodology
    - Identify and manage project dependencies and critical path
    - Proactively manage changes in scope, identify potential crises, and devise contingency plans
    - Set and continually manage project expectations with team members and other stakeholders
    - Provide, manage, and update an overall project plan
    - Define project tasks and resource requirements
    - Plan and schedule project timelines, tasks, milestones
    - Track project milestones and deliverables
- Implement and manage project changes and interventions to achieve project outputs
- Lead and facilitate project meetings

- Coach, mentor, and motivate project team members
- Manage the overall coordination of efforts with vendors and County stakeholders
- Escalate issues or obstacles related to project delivery
- Responsible for change management related to project delivery and coordinates with relevant technical teams and stakeholders
- Provide project status, risks and issues to the IT Director

List of Deliverables, e.g. what the consultant(s) will be expected to accomplish:

- Establish project management framework with the following deliverables:
  - Project Charter
  - Quality Assurance Test Plan
  - Deployment Management / Implementation Plan
  - Training Plan
  - Communications Management Plan
  - Post Implementation Plan

- Identify other key deliverables that need to be part of the overall project
- Develop project plans using County's Microsoft Project Template
- Manage and update Microsoft Project 2019
- Define project success criteria with the support and buy-in of the County Team
- Provide bi-weekly written and weekly verbal status reports defining project progress, problems and solutions to IT Director

4.2 The services to be performed by the Firm under this Agreement are intended solely for the benefit of the Owner. Nothing contained herein shall confer any rights upon or create any duties on the part of the Firm toward any person or persons not a party to this Agreement including, but not limited to, any Firm, subcontractor, supplier, or the agents, officers, employees, insurers or sureties of any of them.

5.0 OWNER'S RESPONSIBILITIES:

5.1 The Owner will furnish to the Firm, County equipment, software, and access to perform the duties as outlines in the statement of need.

5.2 The Owner will provide prompt written notice to Firm whenever Owner observes or otherwise becomes aware of any development that affects the scope of timing of Firm's services or any defect in the work.

6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

6.1 <u>General Requirements</u>
In order to be considered for selection, Offerors must submit a complete response to the RFP.

6.1.1 An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result

in the County requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

6.1.2 Resume and Three (3) References of IT Project Manager that meets the requirements outlined in the RFP

6.1.3 Cost proposal

The cost proposal must include an outline all costs associated for full-time IT Project Manager.

Line item expense cost include:

- Hourly Rate
- Travel (if applicable)
- Per diem (if applicable)

6.1.4 It is the assumption that the IT Project Manager will be both onsite and remote.

6.1.5 The length of the engagement is estimated to start on August 3, 2020 to August 31, 2021 with a possibility for renewal.

6.1.6 All data, materials and documentation originated and prepared by the Offeror for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided. *Note: The Owner will not honor proposal submissions with a footer declaring the entire proposal as Proprietary and Confidential; use the form to specifically request permissions for areas legally justified as proprietary.*

6.1.7 State Corporation Commission (SCC) registration information is required. Proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements noted in the General Conditions and Instructions to Bidders/Offerors. Use the form provided to provide Offeror's State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at https://scc.virginia.gov/ . Failure to include this form with the proposal submission may result in rejection of the proposal.

6.2 Specific Proposal Requirements:

6.2.1 Certification page and the return of this completed RFP and any addenda,

acknowledgments, signed and filled out as required**.**

6.2.2 Location of the Offeror's headquarters; nearest offices, applicable phone, facsimile numbers, e-mail address; and any other pertinent information relative to the size and organizational structure of the company.

6.2.3 Describe Offeror's previous background and experience relative to IT Consulting Services. Provide letters of reference from at least three former or current government and/or school clients (include names, addresses, phone and fax numbers, and e-mail address, if available, of contact persons). It is preferred that Offerors provide references that do not include Bedford County.

6.2.4 The Offeror shall provide a written narrative describing the approach/methodology for providing services noted to include a description of the Offeror's approach to fulfilling each requirement as listed in Section 4, Statement of Needs/Scope of Services. It must be clear from the Offeror's response to each requirement they have the personnel, knowledge and capability to satisfy the stated discipline.

6.2.5 Individual resumes describing the representative or representatives on behalf of the Offeror. Resume describing the qualifications, education and experience of personnel to be assigned, including any specialized certifications applicable to this discipline. Identify persons authorized to represent the Offeror.

6.2.6 No Initial Fee/Cost Proposal: Offerors are reminded that this is a Professional Services RFP; do NOT include any fee or cost information for the Firm, with the initial proposal response. The Owner will request non-binding fees in the form of the Firm's hourly rate schedule, only after ranking the firms, further into the evaluation process.

6.2.7 Exceptions to RFP: Per the Virginia Public Procurement Act, Section 2.2-4302.2, (A) (3), Offerors will not be instructed to provide exceptions to the RFP, unless and until Offeror is selected for negotiations. At the time of selection, Offeror shall provide full disclosure of any and all exceptions to the RFP. Offerors are expected to prepare all exceptions in advance, in order to be prepared to provide exceptions, promptly, upon request, to facilitate the negotiation process.

Note to Offerors: Offerors are strongly encouraged to provide as concise a proposal as possible which addresses all requirements.

7.0 EVALUATION AND AWARD CRITERIA, AND ADDITIONAL INFORMATION:

7.1 Evaluation Criteria: An Evaluation Committee will evaluate the proposals using the following criteria.

7.1.1 Qualifications and expertise of the Offeror to provide IT Project Management services, based on staff resumes provided, experience of subcontractors, and references provided. (50 points)

7.1.2 Cost proposal. (50 points)

7.2 Award of Contract: The Owner shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible, if the Owner chooses to conduct them. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed variety of projects, as well as alternative concepts. The Owner reserves the right to reject all proposals received and to re-advertise the project.

Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the Owner shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

The Owner will request non-binding fees from the top ranked Offeror at this stage. The Owner will, also, request any and all exceptions to the RFP. Full disclosure of all exceptions shall be provided before negotiations commence. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Traditionally, contract prices for this type of Open-End As-Required contract consist of hourly rates and any other travel or expense rates. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. If it serves in the Owner's best interest, however, to award multiple contracts for this proposal, the Owner may choose to do so.

Contract award for services specified in this RFP are non-exclusive and do not preclude the Owner from issuing solicitations, negotiating or awarding other contracts for similar services.

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award contracts deemed to be in the Owner's best interest.

7.3 Ownership of Documents: Any reports and electronic files or other documents prepared by the Firm in the performance of its obligations under the contract shall be the exclusive property of the Owner, and all such materials shall be returned to the Owner upon

completion, termination, or cancellation of this contract. The Firm shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Firm's obligations under the resulting contract without the prior written consent of the Owner. However, the Firm may retain file copies which cannot be used without prior written consent of the Owner. The Owner agrees that the Firm shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Firm is not the firm of record.

7.4 Term of Contract: The contract term shall be for a period of one (1) year from date of award. At the Owner's option, the contract may be renewed for four (4) additional one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. The Contract Fee Schedule may be adjusted at the end of the initial contract period (and at the end of each extension period, if applicable), upon mutual agreement of both parties. The adjustment to the fee schedule shall not exceed the percentage increase for the previous twelve (12) months in the Consumer Price Index, U.S. Cities average, Other Services, as adjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the Owner reserves the right to select another appropriate index.

7.5 Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, the Firms(s) certifies they will maintain this coverage during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of contract, Owner reserves the right to require the Firm to furnish certificates of insurance for the coverage required and endorsed to name Bedford County as additional insured.

8.0 PROCEDURES FOR ORDERING SERVICES:

8.1 Types of Project Orders:

8.1.1 Lump Sum Fee Project Orders: Lump sum fees shall be negotiated individually based on the negotiated contract rates, for each project and issued as a separate Agreement.

8.1.2 Hourly Rate Project Orders: When the scope of services involves work of such nature that the Firm cannot reasonable estimate the time which would be required to provide the services, the Firm may agree to an Hourly Rate based on the actual hours worked multiplied by the contract hourly rates and other approved expenses. A maximum Project Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Project Orders. When an Hourly Rate Project Order is used, the Firm shall submit detailed time records, documentation for other expenses, and such other evidence as the Owner may require supporting their billing request.

8.2 The Owner's authorized representative will request a lump sum fee or hourly rate for each project. At its own expense, the Firm shall visit the site, or review the

plans/specifications as applicable, and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Firm's contract rates, for accomplishing the work.

Each proposal prepared by the Firm shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules. If a lump sum fee is requested, the Firm shall provide with the lump sum fee, an itemized list indicating how the lump sum fee was derived, including but not limited to number of hours estimated per personnel classification and allowable additional costs, per the contract rates. The Owner reserves the right to withhold an Agreement, or Notice to Proceed, until an acceptable proposal breakdown is provided. Such breakdown will enable the department/buyer to check if lump sum is using the contract pricing as is required; additionally, a department can request a breakdown of the lump sum to assist them in determining the values of work provided during the course of the task. For each Task Proposal, the Firm shall reference the awarded contract and shall not include their "standard" terms as part of any contract proposal. The awarded terms and conditions of the original contract prevail.

8.3 Each Project Order will be reviewed and approved by Owner's issuance of a written Notice to Proceed prior to Firm initiating any work. If any Project Order appears indefinite, unclear or contradictory, the Firm shall consult with the Owner's representative for interpretation and clarification prior to the Firm's commencement of work. The Firm shall be responsible for conveying the interpretation and/or clarification of any Project Order to its employees, agents or subcontractors or sub-Firms, Firm shall be responsible for any work not expressly set out in any Project Order but which may be reasonable implied for proper completion of the Project Order. If the Owner requires the Firm's attendance at multiple meetings on site, this will be included in the Firm's Proposal and fees.

8.4 Following successful negotiations, the Owner will prepare an agreement for the scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract.

8.5 The Firm shall not commence any work that has not been authorized by a written agreement and without a written Notice to Proceed from the Owner's representative. The firm assumes all risk and financial liability for any services rendered without such proper authorization.

8.6 Should additional services be requested beyond the scope of any executed Project Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.

8.7 The Firm's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.

8.8 Project Order: No individual purchase order fee shall exceed $150,000.00 and the aggregate of total of fees for all purchase orders issued shall not exceed $750,000.00 annually.

8.9 The Owner reserves the right to implement a process for distribution of projects among multiple awarded Firms, should the Owner award to more than one Firm. The Owner will communicate this process to all awarded firms, in writing, at the time of implementation.

8.10 To be payable, the Firm's invoices must include the following information at a minimum: Firms' invoice number, billing date, task description including date that services were provided, current fee, and remaining funds under the existing agreement.

9.0 SPECIAL TERMS AND CONDITIONS:

9.1 Contingent Fee Warranty: The Firm warrants that it has not employed or retained any person or persons not generally associated with Firm for the purpose of soliciting or securing this agreement. The Firm further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, the Owner shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.

9.2 Authority to Bind Firm in Contract: Proposals must give full name and address of Offeror. Failure to manually sign proposal may disqualify it. The person signing the proposal should show title or authority to bind his Firm in the contract. Firm name and authorized signature must appear on the proposal in the space provided.

9.3 Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

9.4 Performance: Unacceptable Performance – The Owner reserves the right to inspect all operations and to withhold payment for any work not performed to or performed not in accordance with specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. Firm shall correct deficiencies within twenty-four (24) hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.

9.5 <u>Data Privacy and Security</u>

A. Firm, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Virginia Government Data Practices Act, Virginia Statutes, chapter 38 (VAGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality

or security of data, which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, COUNTY hereby notifies FIRM that the requirements of Virginia Statutes chapter 38 apply to this Agreement. FIRM shall promptly notify COUNTY if OFFEROR becomes aware of any potential claims, or facts giving rise to such claims, under the VAGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by FIRM does not necessarily make the data protected as such under any applicable law.

B. In addition to the foregoing VAGDPA and other applicable law obligations, FIRM shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "County Data" means any data or information, and any copies thereof, created by FIRM or acquired by FIRM from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If FIRM has access to or possession/control of County Data, FIRM shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, FIRM shall notify COUNTY of the inconsistency and follow COUNTY direction. FIRM shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying FIRM's indemnification obligations herein.

C. COUNTY may, in its sole discretion, grant FIRM limited access to COUNTY computer/data systems including but not limited to COUNTY computers, networks, databases, applications and/or environments ("County Systems") exclusively for the purposes of performing services hereunder. County Systems may be owned by COUNTY or may be licensed by COUNTY from a third party. If COUNTY grants access to County Systems, FIRM and all FIRM personnel with access to County Systems shall comply with then applicable COUNTY data practices and security policies, procedures, rules and directions when accessing and using County Systems. Compliance with such requirements is supplemental to FIRM's duty to comply with applicable laws and regulations and FIRM's ordinary duty of care in such situations.

For clarification and not limitation of the foregoing, FIRM's access to County Systems shall be subject to the following: (i) FIRM shall notify all personnel with access to

County Systems of the obligations imposed by this Agreement; (ii) personnel performing on behalf of FIRM shall complete COUNTY approved data practices and security training as required by COUNTY; (iii) if FIRM utilizes its own systems, software or equipment in the performance of this Agreement, the same shall meet COUNTY's technical operating and security system requirements, including but not limited to installing and/or maintaining COUNTY approved firewalls, proxies, filters and other monitors and controls; (iv) FIRM shall immediately notify COUNTY of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by COUNTY; and (v) if any FIRM personnel with access to County Systems no longer requires said access and/or is no longer performing services hereunder, FIRM shall immediately notify COUNTY and ensure that said individual no longer has access to County Systems, including but not limited to deleting, eliminating and destroying all access points, usernames, passwords and/or other applicable credentials. Any notice required by the foregoing shall be provided to the COUNTY Contract Administrator (as identified in the CONTRACT ADMINISTRATION provisions below).

D. Upon expiration, cancellation or termination of this Agreement:

(1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, FIRM shall deliver to the Contract Administrator all County Data so specified by COUNTY.

(2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits FIRM to retain copies of the County Data, FIRM shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.

(3) Except to the extent required by law or as agreed to by COUNTY, FIRM shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, FIRM shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

GENERAL CONDITIONS AND INSTRUCTIONS FOR PROFESSIONAL SERVICE CONTRACTS

Firm: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by Bedford County. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, proposals on all solicitations issued by the Owner will bind offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY-**The Director of the IT Department or designee has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and task order issued by the Owner. Unless specifically delegated by the Director, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any agreement or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.

2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Offeror's responsibility to advise the Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Director must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS -** If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contact whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Owner. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for receipt of proposals.

4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS**: Failure to submit a proposal on the official Owner form provided for that purpose shall be a cause for rejection of the proposal. Unauthorized modification of or additions to any portion of the Request for Proposal may be cause for rejection of the proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any proposal which has been modified.

5. **LATE PROPOSALS & MODIFICATION OF PROPOSALS:**

   Any proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the proposal/modification is considered a late proposal/modification.

   The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Owner by the designated date and hour at the County Administration Office.

   A. The official time used in the receipt of proposals is that time in the County Administration Office.
   B. Late proposals/modifications will be returned to the Offeror UNOPENED, if solicitation number, acceptance date and Offeror's return address is shown on the container.
   C. If the Owner closes its offices due to inclement weather scheduled receipt of proposals will be extended to the next business day, same time.

6. **WITHDRAWAL OF BIDS/PROPOSALS:**
   A Bidder/Offeror for a contract may request withdrawal of his or her bid/proposal under the following circumstances:

   A. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
   B. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Owner, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ACCEPTANCE OF PROPOSALS:** Unless otherwise specified, all formal proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

8. **OFFEROR'S PRESENT**: At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.

9. **RESPONSE TO SOLICITATIONS**: In the event a Firm cannot submit a proposal on a solicitation, the Firm is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to submit a proposal.

10. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.

11. **ETHICS IN PUBLIC CONTRACTING**: The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/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.

12. **NO CONTACT POLICY:** No Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Director (or designee), after the date and time established for receipt of proposals. Any contact initiated by an Offeror with any Owner representative, other than the Director (or designee), concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.

13. **CONFLICT OF INTEREST:** The Offeror certifies that to the best of its knowledge no employee of the Owner nor any member thereof, nor any public agency or official affected by the proposal, has a pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the proposal.

14. **AWARD OR REJECTION OF BIDS:** Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Owner reserves the right to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the proposal if an Offeror is deemed to be a non-responsible Offeror.

15. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, award results may be viewed at the Bedford County website at https://www.bedfordcountyva.gov/boards-commissions/board-of-supervisors/agendas-minutes-resolution .

16. **QUALIFICATIONS OF OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the service(s) and the Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Owner further reserves the right to reject any proposal if the evidence submitted by or investigations of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the service(s) contemplated therein.

CONTRACT PROVISIONS

17. **APPLICABLE LAW AND COURTS**: Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, exclusive of its conflicts of laws rules. The Firm shall comply with applicable federal, state and local laws and regulations.

18. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their bids, Bidders 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.

19. **ANTI-TRUST**: By entering into a contract, the Firm conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Bedford County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.

20. **PAYMENT TERMS**: Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.

    1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Firm directly to the payment address shown on the task order. All invoices shall reference the contract, task order, and any federal employer identification number.
    2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
    3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
    4. Any payment made by the Firm to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

21. **PAYMENT TO SUBCONTRACTORS**: A Firm awarded a contract under this solicitation is hereby obligated:

    1. To pay the subcontractor(s) within seven (7) days of the Firm's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

    2. To notify the Owner and the subcontractor(s), in writing, of the Firm's intention to withhold payment and the reason.

    The Firm 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 Firm that remain unpaid seven (7) days following receipt of payment from the Owner, 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 Firm's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

22. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Firm in whole or in part without the written consent of the Owner.

23. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.

24. **ANTI-DISCRIMINATION**: By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. 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, 2.2-4343.1(E)).

    In every contract over $10,000 the provisions in A and B below apply:

    A. During the performance of this contract, the Firm agrees as follows:
    1. The Firm 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 Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    2. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm is an equal opportunity employer.
    3. 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.

    B. The Firm will include the provisions of A. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

25. **INVOICES**: Invoices for items ordered, delivered and accepted shall be submitted by the Firm directly to the payment address shown on the task order. All invoices shall show the RFP number and/or task order number.

26. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:

A. The parties may agree to a written modification of 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.

B. The Owner may order changes within the general scope of the contract at any time by written notice to the Firm. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Firm shall comply with the notice upon receipt. The Firm shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.

1. By mutual agreement between the parties in writing; or
2. 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 Firm accounts for the number of units of work performed, subject to the Owner's right to audit the Firm's records and/or determine the correct number of units independently; or
3. By ordering the Firm 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 Firm shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Firm 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 the Owner within thirty (30) days from the date of receipt of the written order from the Owner. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Firm from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or $50,000, whichever is greater without the advanced written approval of the Board of Supervisors.

27. **INDEMNIFICATION**: Firm shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses resulting directly or indirectly which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Firm or his or her employees, or that of the sub Firm or his or her employees, if any; and the Firm shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Firm shall, at his or her own expenses, satisfy and discharge the same. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of Firm's personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions. Firm expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

A. In addition to the foregoing Virginia Government Data Practices Act VAGDPA and other applicable law obligations, the Firm shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "County Data" means any data or information, and any copies thereof, created by the Firm or acquired by the Firm from or through Owner pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

B. The Owner may, in its sole discretion, grant the Firm's personnel limited access to COUNTY computer/data systems including but not limited to COUNTY computers, networks, databases, applications and/or environments ("County Systems") exclusively for the purposes of performing services hereunder. County Systems may be owned by Owner or may be licensed by Owner from a third party. If the Owner grants access to County Systems, the Firm and all Firm personnel with access to County Systems shall comply with then applicable COUNTY data practices and security policies, procedures, rules and directions when accessing and using County Systems. Compliance with such requirements is supplemental to Firm's duty to comply with applicable laws and regulations and Firm's ordinary duty of care in such situations.

C. For clarification and not limitation of the foregoing, Firm's access to County Systems shall be subject to the following: (i) the Firm shall notify all personnel with access to County Systems of the obligations imposed by this Agreement; (ii) personnel performing on behalf of the Firm shall complete Owner approved data practices and security training as required by the Owner; (iii) if the Firm utilizes its own systems, software or equipment in the performance of this Agreement, the same shall meet COUNTY's technical operating and security system requirements, including but not limited to installing and/or maintaining COUNTY approved firewalls, proxies, filters and other monitors and controls; (iv) the Firm shall immediately notify COUNTY of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by COUNTY; and (v) if any Firm personnel with access to County Systems no longer requires said access and/or is no longer performing services hereunder, the Firm shall immediately notify Owner and ensure that said individual no longer has access to County Systems, including but not limited to deleting, eliminating and destroying all access points, usernames, passwords and/or other applicable credentials. Any notice required by the foregoing shall be provided to the County IT Director.

28. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Firm agrees to (i) provide a drug-free workplace for the Firm'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 Firm'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 Firm that the Firm 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 Firm in accordance with this chapter, 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.

29. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

    A. Termination for Convenience**:** The Owner may terminate the Contract in whole or in part for convenience by delivering to the Firm a written notice of termination specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the Firm must stop Work, including but not limited to Work performed by subcontractors and consultants, at such time and to the extent specified in the notice. If the Contract is terminated for convenience, the Firm shall be entitled to those fees earned for Work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Firm shall be entitled to any fees earned for work not terminated but shall not be entitled to lost profits for the portions of the Contract which were terminated. The Firm will be compensated for reasonable costs or expenses for delivery to the Owner of the products of the services for which the Firm has or will receive compensation.

    B. Termination for Cause: If the Firm should substantially breach the Contract or fail to perform the services, or any portion thereof, required by the Contract, the Owner may terminate the Contract for cause by giving written notice as set forth above or may give the Firm a stated period of time within which to remedy its breach of contract. If the Firm shall fail to remedy the breach within the time allotted by the Owner, the Contract may be terminated by the Owner at any time thereafter upon written notice, effective immediately upon receipt. The Owner's forbearance in not terminating the Contract shall not constitute a waiver of the Owner's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the Firm shall be responsible for all damages incurred by the Owner as a result of the Firms breach of Contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Firm to fulfill the obligations of the Contract. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

    C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

    D. Delivery of Materials: Any termination shall not relieve the Firm of the obligation to deliver to the Owner all products of the services for which the Firm has been or will be compensated, including, but not limited to; the deliverables and specifications. Unless otherwise agreed to in writing, the FIRM shall deliver the materials to the Owner within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of Contract.

    E. Compensation Due the Firm: When the Firm is terminated for convenience, the following method shall be utilized in computing amounts due the Firm for services prior to termination:
        - If terminated at the completion of a design phase or the bidding phase, the amount due shall be the cumulative total of the fees for the phases completed according to the Contract.
        - If terminated prior to completion of a design phase or the bidding phase, the amount due shall be the sum of the previously completed phase fees plus a negotiated amount based on the portion of services provided for the phase not completed.
        - If terminated during the construction phase, the total amount earned shall be the sum of the previously completed design phase and bidding phase fees plus a negotiated amount based on the portion of the construction period services provided through the notice of termination.
        - Payment for Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.
        - Payment for the Reimbursable Expenses shall be based on approved reimbursable expenses incurred up through the notice of termination.

    The Firm shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last Work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Owner.

30. **VIRGINIA FREEDOM OF INFORMATION ACT**: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

A. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
B. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
C. Trade secrets or proprietary information submitted by a bidder, offeror or Firm in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or Firm must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
D. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

31. **AUDIT:** The Firm, by signing the Contract, agrees to retain all books, records, and other documents relative to the Contract for five (5) years after final payment, or until audited by the Owner, whichever is sooner. The Owner, its authorized agents, and/or State auditors shall have full access to and the right to examine any of the materials during said period.

32. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

33. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor 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 any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

OFFEROR/FIRM REMEDIES

34. **PROTEST OF AWARD OR DECISION TO AWARD**: Any Offeror who desires to protest the award or decision to award a contract, by Bedford County, shall submit such protest in writing to the County Administrator no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.

35. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator (no later than sixty (60) days after final payment; however, written notice of the 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. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by Bedford County Board of Supervisors within sixty (60) days after submittal of the claim. The Firm may not institute legal action prior to receipt of the Board of Supervisor's decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisors shall be final and conclusive unless the Firm within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Firm being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors fail to render a decision within sixty (60) days after submittal of the claim, the Firm may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

BEDFORD COUNTY
INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required		Coverage Required	Limits (figures denotes minimum)
X	1.	**Workers' Compensation** and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes $100,000/$500,000/$100,000 Statutory Statutory
X	2.	**Commercial General Liability** General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. $1,000,000 (CSL) Each Occurrence $2,000,000 $2,000,000 $1,000,000 $50,000 Per Occurrence
X	3.	**Automobile Liability** Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. $1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
X	4.	**Prof. Errors and Omissions** **Best's Guide Rating-A-VIII or better or its equivalent**	4. $1,000,000 (CSL) Each Claim
___	5.	Garage Liability	5. $1,000,000 CSL Each Occurrence
___	6.	Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
___	7.	Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. $1,000,000
___	8.	Other Insurance:	
X	9.	**Auto and General Liability Policies <u>shall be endorsed to name</u> Bedford County as additional insured** (This coverage is primary to all other coverage The County may possess and must be shown on the certificate)	
X	10.	The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Bedford County in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
X	11.	**The Certificate must state Bid/RFP No. and Bid/RFP Title.**	
X	12.	**Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.**	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

_____
FIRM

_____
SIGNATURE

RETURN THIS PAGE

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Bedford County Administrator.

If this quote for goods or services is accepted by Bedford County, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A._____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B._____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____

C._____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

_____
Legal Name of Company (as listed on W-9)

_____
Legal Name of Offeror/Bidder

_____
Date

_____
Authorized Signature

_____
Print or Type Name and Title

RETURN THIS PAGE

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner 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 Section 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 specifically identify 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.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets', and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

****Return this Page if Applicable ***