

REQUEST FOR PROPOSALS

RFP No. 2025-11

Issue Date: September 27, 2024

County of Bedford, Virginia



<https://www.bedfordcountyva.gov/government/departments-and-offices-e-n/finance/solicitations>

Title:	Purchase Card (Pcard) Program Services
Pre-Proposal Meeting	A Pre-Proposal Meeting is not scheduled for this solicitation.
Proposals Due:	November 22, 2024, through 4:00 PM Eastern Time
Method of Proposal Submittal	To be considered, proposals must be submitted as specified in Section B of this document. No exceptions.
Questions:	Questions or comments related to this solicitation shall be directed to the Contract Officer <u>not later than 4:00 p.m. Eastern Time on November 1, 2024</u> . All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.
Contract Officer:	Heather Knight, VCO, VCA, Procurement Manager hknight@bedfordcountyva.gov

The County of Bedford, Virginia (the “County”) is seeking proposals from qualified firms (the “Offeror”, “Vendor” or “Consultant”) to furnish the goods and/or services described herein, for submittal to the County as specified above. This solicitation is posted on the website listed above and is available for free download.

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EXHIBITS

DO NOT COMPLETE OR RETURN EXHIBITS WITH YOUR PROPOSAL.

A sample Contract is provided as an Exhibit.

The sample Contract references two (2) yet-to-be-created exhibits:

1. The Offeror's Proposal
2. Negotiated Changes to the Proposal

Additional exhibits as applicable to the RFP document and/or the resultant contract include:

3. Certification of Compliance with Immigration Laws and Regulations
4. Insurance Requirements

SUBMITTAL DOCUMENTS

- Form A: Proposal Form
(Include responses to all sections)

REQUIREMENTS

SECTION A SCOPE OF WORK

1. **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Offerors to provide Purchase Card (Pcard) Program Services for four separate entities under one contract.
2. **BACKGROUND:** Established in 1754, Bedford County is named for John Russell, the fourth Duke of Bedford. The County is currently the fifth largest county by land area in the Commonwealth of Virginia, with a population of more than 80,000. According to census data, Bedford County has seen a 25 percent increase in population growth since 2000.

The County is located centrally between two metropolitan areas: Lynchburg (to the east) and Roanoke (to the west).

The Bedford County Board of Supervisors is the legislative and governing body of Bedford County and consists of seven members representing seven districts.

There are approximately 389 active cards for four separate entities including the County of Bedford, Bedford County Social Services, Bedford County Public Schools, and Bedford Regional Water Authority. The estimated annual spend of these entities is approximately \$2.3 million.

3. **SCOPE OF WORK:** The entities are seeking a Pcard program designed to streamline the low dollar purchasing process. The program must provide convenience, control, a cost-effective supplier payment method, and an easy reconciliation procedure. The entities are searching for a payment tool that encourages efficiency without sacrificing managerial control.

Each entity's Program Administrators should be able to impose limits on each Pcard as to where, when, and how it is used. Each Pcard should have a unique credit line based on the cardholder's job duties and anticipated purchases. Each entity has a unique total credit line. The County has a total credit line of \$500,000.00; the Schools have a total credit line of \$500,000.00; the Regional Water Authority has a total credit line of \$50,000.00 and Social Services has a total credit line of \$30,000.00. Within these total credit lines, the entities can issue cards with individual limits. Pcards should be programmable to prohibit certain purchasing activities considered illegal or against policy.

The Pcard program's goals include but are not limited to:

- Utilization of electronic processing to reduce or eliminate certain types of paper-based processing thereby saving employees time and effort
- Collaboration with the vendor community and building on their professional expertise to:
 - Provide efficiencies in payment services, and
 - Ensure effective use and delivery of program services
- Providing a nearly seamless transition of services
- Implementation of innovative solutions that will keep each entity at the forefront of industry best practices
- Leveraging our aggregate spend for the delivery of a vigorous rebate

The Offeror shall furnish all labor, goods, equipment, and materials necessary to provide the Purchase Card Program Services.

CONTRACT USER SETUP AND IMPLEMENTATION

The Offeror should not restrict the number of cards per billing account by requiring minimum or maximum thresholds of cards for the setup of a Contract User.

The Offeror should provide staff dedicated to the entities for the setup and implementation.

Contract User Setup and Implementation Methodology: The Offeror should describe each step in their proposed process, to include applicable timeframes for set up and implementation of a Contract User. The description should include but not be limited to:

- Data gathering and set up initiation
- Custom card design
- Financial data file development
- Testing and test environments
- Training, including:
 - Environment for the training, such as onsite, phone or web-based
 - Sample syllabus and estimated hours for content delivery
 - Recommended participants, including Offeror personnel and Contract User personnel
 - Description of materials, such as manuals, handouts, and online documents to be used
- Card ordering and delivery

ONGOING TRAINING AND ENHANCEMENT TRAINING

The Offeror should develop and deliver ongoing Training and Enhancement Training for the entities' Purchasing Card Program Services. The Contract should, at a minimum, provide the training described below. The Offeror should provide data-conferencing, teleconferencing, site arrangements, and any other need to successfully execute the training. The entities may review and approve, in writing, any training plans before the delivery of the training to the entities.

The entities may require Program Administrators and designated personnel to attend and participate in training that will introduce new enhancements or updates to the program. The Offeror should provide input to the entities regarding any changes in the Offeror's service delivery methods, best practices, and/or changes in industry information.

The Offeror should submit a training plan. Proposed training may be on or off-site, in person, via data conferencing or conference call, or any combination thereof.

Ongoing Training: The Offeror should describe their plan to provide ongoing training for the entities to include, but not be limited, to the following:

- **Systems Technology Training:** This consists of continuously available online training sessions that explain and illustrate the proficient use of Systems Technology to Program Administrators and designated personnel
- **Training Guides:** These include customizable guides for Program Administrators to serve as a hard copy reference source.
- **Enhancement Training:** The Offeror should describe their proposed plan to provide training if any enhancements to the Pcard program are made during the contract term. This training should consist of an in-depth description of enhancements that, upon implementation, affect the operational and/or administrative processes and procedures of the entities.

BILLING CYCLES

The Offeror should provide a list of all available billing cycle end dates. The Offeror should also describe the proposed process that results when the billing cycle end date falls on a weekend or holiday.

CARD FORMATS

The Offeror should provide separate and distinct card formats for each of the four separate entities.

The Offeror should describe its ability to design separate and distinct card formats for each of the four separate entities and submit a sample of all available background colors. Samples or images of the separate and distinct formats should be provided.

The Offeror should describe the number of allowable embossed characters for each type of card.

The Offeror should describe any other card types, formats, and design features it believes would assist with card acceptance or the prevention of misuse. The proposal should include the ability to provide chip and pin cards to the entities at no additional cost. The Offeror should propose identifiers, such as large, bold design features, that will help eliminate confusion between cards.

Features for Standard and Custom Card Formats: The Offeror should provide a card designed for the entities that comply with the items listed below and allow for reasonable changes to this list upon written request of the entities.

- The approved entity logo
- The phrase FOR OFFICIAL USE ONLY
- Entity Name
- Employee Name
- Card Number
- Expiration Date
- Tax Exempt Status Identifier
- The Offeror's toll-free "help" telephone number
- Confidential Identification Number, commonly referred to as the CID, CIN, or CVV

Custom Card Formats: The Offeror should allow each entity the option to choose their card background from any of the available colors. The Offeror should also allow for Pcards to be customized with each entity's approved logos. Card customization should be provided at no cost.

The Offeror should describe each step in their proposed customization process, including their applicable timeframes, from the request through the delivery of custom cards.

LIABILITY

As used in this RFP, the term "Corporate Liability" shall mean the liability shall be borne by the entity, and not by authorized cardholders.

Pcard Program: All cards issued under this program shall be Corporate Liability cards. The Offeror understands and agrees that neither the County and its entities nor any of its Entity Users will accept liability for purchases made through unauthorized use of Pcards which includes, but is not limited to, unauthorized use of the card by anyone, account numbers which are fraudulently used, and account numbers or cards which are lost or stolen.

ISSUANCE

The Offeror shall issue card(s) for the Pcard program upon advance approval of the entities' Program Administrators (PAs). The PAs will determine to whom cards will be issued based on the purchasing entity of each individual. The Offeror shall make no other issuance of cards unless given prior written approval by the County and its entities.

All cards should have an expiration date of no greater than three (3) years from the month of issuance. The Offeror should provide PAs with the ability to define a card expiration date to allow for all cards to be renewed at the same time, if so desired.

The Offeror should provide protective card covers at no cost, upon the entities' requests, and shall provide for the re-issuance of any card at no cost.

Application Process: The Offeror should discuss their plans to process new, approved card application(s) using the methodologies below:

- Online secure application process submitted by the entities' PAs directly to the card provider, which is the entities' preferred method; or
- Alternative secure method for rare cases where the entities may not have online access, have a large volume of cards to issue, or an online application is unable to be completed

The Offeror should provide detailed documentation for each of the methods to include, as applicable, screenshots, security protocols, and a process flow chart so that the entire card application process is understood. Time frames should also be described for each stage of the card application process.

Card Numbering: The Offeror should describe its proposed methodologies to ensure that each card number is randomly assigned and not sequentially assigned.

Card Delivery: Available options for methods of delivery should also be described by the Offeror. If the options can be customized to include but not be limited to new, replacement, lost/stolen, or fraud, then describe these options in the proposal. Card delivery time frames should be no more than five (5) business days.

CUSTOMER SUPPORT

The Offeror should provide customer support which should include, but not be limited to a dedicated and comprehensive Customer Service, Program Reviews, and Other Customer Support Services.

Customer Service: The Offeror shall deliver comprehensive customer service for both Standard and Emergency Customer Service needs to all users of the entities' Purchase Card Program Service, which includes, but may not be limited to, the entities' cardholders and Program Administrators.

The Offeror should describe the customer service levels proposed for the Pcard program, as well as identify the different levels of support available for all users of the Program. For each major support area, the Offeror should cite the method of support to be provided, the number of support personnel, access hours, response times, and other metrics that describe the Offeror's commitment to customer service. The Offeror should describe their methodologies to measure customer service levels and processes to address deficiencies.

- **Standard Customer Service:** The Offeror's proposal should include descriptions of:
 - Customer support provided for account inquiries, billing inquiries and information, and other similar services the Offeror proposes
 - Customer support provided for merchant issues, such as a merchant charging Contract Users a fee to accept the card, refusing to accept the card, incorrect Tax Identification Numbers, the ability for PAs to verbally authorize declined charges, and other similar services the Offeror proposes
 - Methods to access customer service, such as toll-free numbers, fax numbers, online systems, email, or others
 - Hours of access for each contact method
 - Types of information and services available through each contact method
- **Emergency Customer Service:** The Offeror should describe the customer service levels proposed for emergencies, which are services delivered after normal business hours for support with card changes, card industry restriction changes, card cancellations, decline assistance, and other needs. The description should include:
 - Methods to access customer service, such as toll-free numbers, fax numbers, online systems, email, or others
 - Hours of access for each contact method

Program Reviews:

Annually: After the end of each fiscal year, the Offeror should perform an annual program review of the entities to discuss program optimization, growth, and technology via an onsite visit or teleconferencing.

FRAUD, DISPUTES AND CHARGEBACKS

The Offeror shall provide fraud, dispute and chargeback services for the Pcard Program to include but not be limited to Fraud and Dispute Support Services, Fraud Prevention Services, and related Card Replacement Services.

The Offeror should provide statistics on the average timeframe to resolve a fraudulent claim, disputed charge, or questioned charge.

Fraud and Dispute Support Services: The Offeror shall describe in detail their proposed methodology for providing support related to handling fraudulent, disputed, or other questioned charges. The Offeror's proposal shall minimally include descriptions of the following information:

- Who can initiate the review of a fraudulent, disputed, or questioned charge, including the cardholder, PA, entities, and others
- Methods for initiating the review of a fraudulent, disputed, or questioned charge
- Hours of access for each method of notification of these charges
- Data needed to initiate the review of a fraudulent, disputed, or questioned charge
- Process to close out a card that has been fraudulently used
- Provision for notating a fraudulent, disputed, or questioned charge on a cardholder's account
- Provision for notating a fraudulent, disputed, or questionable charge on the corporate master billing account
- Provision for crediting the account immediately, pending the resolution of a fraudulent, disputed, or questioned charge

- Provision for processing chargebacks for the items resolved in the entities or authorized cardholder's favor
- Provisions for tracking the status of all fraudulent, disputed, or questioned charges for the entities for review at any time. Provide example reports and/or descriptions and images for the availability and review of data online

Fraud Prevention Services: The Offeror shall provide detailed information on the Fraud Prevention Services to be provided, to include, but not be limited to, methodologies to prevent fraud during the front end of processing charges, in-house monitoring of data and trend analysis, and proactive notifications to the County and its entities and cardholders.

Card Replacement Services: In the event of fraud, the Offeror shall provide replacement cards and delivery, including expedited delivery, of those cards at no cost. The replacement cards should contain:

- A new 16-digit account number
- A new CVV code
- A new expiration date that is no greater than three (3) years from the month of issuance. However, PAs should be allowed to define a card expiration date within a three (3) year period.

The Offeror should describe their proposed method of, and timeframe for, the delivery of replacement cards and address how cards will be replaced within 24 hours or less if so requested by the County and its entities. The Offeror should describe limitations to the proposed expedited delivery service.

LOST AND STOLEN CARDS

The Offeror shall provide lost and stolen card services for the Pcard Program to include, but not limited to, Lost and Stolen Card Support Services and related Card Replacement Services.

The cardholder and/or PA will report, as soon as possible, lost or stolen cards to the Offeror.

Lost and Stolen Card Support Services: The Offeror shall describe in detail their proposed methodology for providing support related to lost or stolen cards. The Offeror's proposal should minimally include descriptions of the following:

- Methods to notify the Offeror of lost or stolen cards, which may include email, toll-free number, and online
- Hours of access for each notification method
- Information that should be provided to report the lost or stolen cards
- Timeframes for card cancellations for each notification method.

Card Replacement Services: In the event of a lost or stolen card, the Offeror shall provide replacement cards and delivery, including expedited delivery, of those cards at no cost. The replacement card should contain:

- A new 16-digit account number
- A new CVV code
- A new expiration date that is no greater than three (3) years from the month of issuance. However, PAs should be allowed to define a card expiration date within the three (3) year period.

The Offeror should describe their proposed method of and timeframe for the delivery of replacement cards and address how cards will be replaced within 24 hours or less if so requested by a Contract User. The Offeror should describe limitations to the proposed expedited delivery service.

LATE CHARGES

The Offeror shall not charge late fees or finance fees for any card issued pursuant to the award of any contract resulting from this solicitation.

INTERNATIONAL FEES

The Offeror should state whether they propose charging any international card transaction fees.

If the Offeror requires payment of international card transaction fees, their proposal should include a description of the fee program and the proposed fee schedule.

REISSUANCE OF CARDS

The Offeror shall provide for the automatic re-issuance of cards before the set expiration dates.

The Offeror should describe their proposed process for reissuing cards. The description should include, but not be limited to, timeframes to complete each step in the process, whether cards are issued with new account numbers and delivery methods for the cards.

The Offeror should identify available control features for determining whether cards are automatically renewed or not. For example, cards that have not had any activity in the last 12 months, cards with past due amounts that have been closed due to non-payment, or cards with past due amounts that have not been closed due to non-payment may not be automatically renewed. The Offeror should describe the process to force a re-issuance as needed even though the card may have met any predefined criteria for not automatically reissuing a new card.

The Offeror should also describe the methods available for the County and its entities to determine which cards were not automatically renewed, which may include online reporting access and automatically generated reports available from the Offeror.

BILLING

The Offeror shall provide timely and accurate billing to include Consolidated Billing, Cardholder Billing, and Financial Management System Billing Data Files as described herein.

Consolidated Billing: The Offeror should provide separate consolidated billing at the end of each billing cycle for each Contract User in each entity. The Offeror should provide Consolidated Billing to whomever the Contract User's PA designates. The Offeror should provide a replica of the bill in electronic format within 24 hours of the end of the billing cycle. At a minimum, the Offeror must include the following information on the bill:

- All data specific to the transaction, including
 - Merchant information and MCC
 - Transaction and Posting dates
 - Charge or Credit amount
 - Transaction ID/Reference Number
- Transactions broken out and sorted by cardholder account
- A summary page which shows
 - Total amount due

- All debits, credits, and payments
- All fraudulent, disputed, or questioned charges
- Any other miscellaneous charges
- Any past due amounts
- Statement date and due date

The Offeror should describe other information they propose to include on the Consolidated Billing as well as discuss their ability to customize the Consolidated Billing if needed. The Offeror should also describe methods for delivery of the bill, which may include online, mail, or email, and describe the format in which the bill is provided, which may include PDF, HTML, paper, or others. The Offeror should submit samples of consolidated monthly bills.

Cardholder Billing: The Offeror must provide separate individual billing statements at the end of each billing cycle. The Offeror must provide a replica of the bill in electronic format within 24 hours of the end of the billing cycle. At a minimum, the Offeror should include the following information on the Cardholder Bill:

- All data specific to the transaction, including:
 - Merchant information and MCC
 - Transaction and Posting dates
 - Charge or Credit amount
 - Transaction ID/Reference Number
- Transactions sorted by post date
- A summary page which shows:
 - Total amount due
 - All debits, credits, and payments
 - All fraudulent, disputed, or questioned charges
 - Any other miscellaneous charges
- Statement date and due date

The Offeror should describe their basic system for automatically providing statements for individual cardholders. The Offeror should describe other information they propose to include on the Cardholder Billing as well as discuss their ability to customize the Cardholder Billing if needed. The Offeror should also describe methods for delivery of the bill, which may include online, mail, or email, and describe the format in which the bill is provided, which may include PDF, HTML, paper, or others. The Offeror should submit samples of cardholder monthly bills.

The entities may opt out of receiving paper Cardholder Billings.

Financial Management System (FMS) Billing Data File: The entities have a variety of internal financial management systems. The major system used by the County, Social Services, and Schools currently includes, but is not to be limited to, Tyler Technologies Munis. The Water Authority currently uses Great Plains version 18.6. Data elements required for importing transactions into the entities finance management systems include, but may not be limited to, the following categories:

- Employee ID
- Transaction Date
- Posting Date
- Amount
- Supplier Name
- FMS Specific or Custom fields

The Offeror should deliver data files that are structured specifically to any County and its entities' particular system. The Offeror should modify the data files as needed due to the entities' system

upgrades or changes and should create, test, and implement new data files as requested. The Offeror should deliver the data file within 24 hours of the end of the billing cycle.

The Offeror should describe their proposed methodology to transition current users of FMS Billing Data Files and to implement new data file requirements during any contract term resulting from this solicitation. The Offeror should also submit their proposed methods for the delivery of this data, which should include the proposed security for the data in motion.

PAYMENTS

Each entity will pay the Offeror directly for any payments due. The Offeror must accept payment from the entities in the form of check, wire, or other electronic methods. If requested, the Offeror shall work with the entities to set up any Electronic Payment requirements to facilitate timely payments.

SYSTEMS TECHNOLOGY

The Offeror should provide Systems Technology services for the Pcard Program to include, but not be limited to, the General User Role, Reconciliation, Reporting, and Auditing and Business Intelligence capabilities described herein. The Offeror should provide around-the-clock technical assistance for all Systems Technology.

The entities intend for Purchase Card Program Services to continually evolve, especially in the area of information technology. Therefore, the Offeror should describe how their proposed Systems Technology and their strategic technology initiatives and goals keep the entities at the forefront of Pcard industry best practices.

The Offeror's proposal should describe how they plan to provide different levels of security access, automated workflows for transactions, cardholder accounting default options, Receipt Imaging, exportable files, and other available features.

The Offeror should describe any hardware or software required to operate the System Technology.

The Offeror should describe the regular maintenance provided for the Systems Technology to include the typical length of downtime, typical time for scheduled maintenance (i.e. weekends or nights), how often downtime occurs, and the potential impact on the entities.

If the Offeror or any subcontractor has any system upgrades or modifications planned during the initial contract term, provide a description of the planned upgrades or modifications, a timeline for these changes, and the potential impact on the entities.

General Capabilities:

System Access: The Offeror should provide access to the Systems Technology, and entities, for at least ninety-nine percent (99%) of the time during each month, excluding Excusable Downtime. The entities prefer that a Single Sign-On be provided to users if multiple systems are proposed. If Single Sign-On is not proposed, the Offeror should describe any efficiencies provided for users to access multiple systems.

The Offeror should also describe how all system user accounts are maintained as well as the method for accomplishing user setup, account changes, password resets, lockouts, account deletions, and other related needs.

System Capacity: The Offeror shall provide Systems Technology that is capable of storing data pursuant to the entities' security and retention requirements. The Systems Technology provided by the Offeror must also be capable of handling the number of concurrent users with no noticeable lag in system performance.

The Offeror should describe the upper capacity limits of their proposed Systems Technology to provide for data storage and concurrent users. The description should include the Offeror's estimates of the space required for data storage and the number of concurrent users for a program of this size.

Service Level Agreement (SLA): The Offeror shall communicate outages, data load delays, maintenance, and other system performance issues to the entities and any affected users in a timely manner.

The Offeror should provide an SLA for their proposed Systems Technology. The SLA should minimally include descriptions, performance rates, and remedies for the following service areas:

- Technical help desk support
- System uptime
- System capacity
- System maintenance
- User setup and account maintenance
- Data file uploads and downloads
- Data retrieval pursuant to termination of services for any reason
- Provision of near real-time transaction data
- Provision of near real-time audit and reporting data

Offerors should propose other service and performance standards that will provide additional value to the entities.

Card Processing: The Offeror shall provide card processing services that are capable of handling a program of this size.

The Offeror should describe their card processing experience, which should include information demonstrating that their card processing services are capable of handling a program of this size. The Offeror should also provide a general description of their proposed card processing technology, including whether the services will be subcontracted, and, if so, which version or platform of the subcontractor's technology they are using.

User Role Capabilities: The Offeror shall provide Systems Technology that allows for a user's access to data and functions to be restricted or allowed by assignment of roles or profiles to the User ID.

The Offeror should describe what functions can be completed online, the time frame for the application to process the actions, the ability to add notes to actions taken, and whether a confirmation page or other notification of the changes is generated.

Specific attention should be placed on describing the proposed access levels for roles or profiles, which should include, but not be limited to, the entities' PA Roles as listed below. The description should also include the proposed methodology for providing access to oversight for all the entities, to gain access to data and functions that will allow for review and control of other entities and accounts under their purview.

The Offeror should also describe their ability to create and customize new roles or profiles that may be requested during the contract term.

The Offeror should provide alternative methods, such as phone, fax, and email, to using the online Systems Technology for completing the tasks below:

Program Overseer Roles: The Offeror should describe this role’s capability to act as a “super user” that can perform any user task, access all current and historical data, and perform other administrative tasks. The Offeror should also submit information on how their proposed solution will allow for the performance of the following actions:

- Receipt and transmission of data subject to Purchase Card Industry Data Security Standards via secure system-generated emails or otherwise
- Ability to work with merchant data, such as:
 - Access to make changes to include, but not be limited to, card name, embossed name, card profile, card deactivation, and merchant contact information
 - Access to view and update statuses of transactions on merchant accounts

Program Administrator Roles: The Offeror should describe this role’s capability and the applicable process flows to perform the following actions online:

- Card Related Permissions
 - Submit card applications
 - Change the address, phone number, and email address of cardholders
 - Change cardholder name due to marriage, divorce, or another similar event
 - Change address, phone number, email address, and name associated with consolidated/master billing account
 - Issue a replacement plastic due to plastic damage or name change
 - Assign cardholder default accounting codes
 - Suspend a card or group of cards both permanently and temporarily from a defined start date to a defined end date
 - Close a cardholder’s account both permanently and temporarily from a defined start date to a defined end date
 - Re-open a closed account, including the re-issuance of a new plastic
- Transaction Related Permissions
 - View all authorizations and declines
 - Dispute or question a charge on behalf of a cardholder
 - Flag fraudulent charges on behalf of a cardholder for Offeror review
 - Running reports

The Offeror should also describe other proposed actions that the PA Roles can perform online.

Transaction Administrator Roles: The Offeror should describe this role’s capability and the applicable process flows to perform the following actions online:

- Participates in resolving billing disputes
- Receives consolidated statement from the card issuer

Cardholder Roles: The Offeror should describe this role’s capability and the applicable process flows to perform the following actions online:

- Reviews monthly statements for validity of all transactions
- Identifies disputed charges

Reconciliation Capabilities: The Offeror shall provide Systems Technology that allows for cardholders and PAs to complete reconciliations online. The Offeror should describe their proposed technology for providing online capabilities.

Reporting Capabilities: The Offeror should provide Systems Technology that allows the entities to run predesigned, customizable, and ad hoc reports for Management, Spend, Billing, and other purposes. The ability to access data through reporting must be able to be limited by user role and authority, which may include but not be limited to, supervisors reviewing data of their staff, PAs reviewing data of all cardholders within their account, and the entities reviewing data of other entities within their purview.

Offerors should describe their proposal to provide online, on-demand access to data and to provide exporting capabilities into user-friendly formats that will allow for ease of performing further analysis. The proposal should include the ability to schedule reports, which can be automatically emailed to Contract User's staff.

The Offeror should identify the different system response times for searches for various cards, for the entire program.

Management Reports: The Offer should describe the proposed predesigned, customizable, and ad hoc management reports available through Systems Technology, including which file formats the reports are available in. The offeror should submit samples of the reports.

- The Offeror should provide the entities with program management and control information. These reports should contain the same data for all entities. These reports should be able to be customized to data from all, some, or one Contract User. The entities should also be able to run all reports available to any Contract Users.
- The Offeror should provide the entities with program management and control information. These reports must be able to be sorted by all data points provided within the search result. The proposed reports should include, but not be limited to:
 - Annual Cardholder Use – shows, for a predefined individual cardholder or group of cardholders, the total spend volume on the card(s) and transaction counts
 - Transaction Detail – shows all transactions for a set timeframe for a predefined individual cardholder or group of cardholders
 - Limit Report – shows all cards with their associated limits
 - Active Cardholder List – shows cardholder names, card numbers, and limits
 - Active Card Counts – shows a count of all active cards
 - Non-Activation Report – shows all cards which have not been activated
 - Delinquency Reports – shows delinquency information

Spend Reports: The Offeror should describe the proposed predesigned, customizable, and ad hoc spend reports available through Systems Technology, to include file formats in which the reports are available. The offeror should submit samples of the reports.

- The Offeror should provide the entities with a report showing each entity's total spend volume. The report should be able to be run by calendar month and be available within 10 days after any month's end.
- The Offeror should provide the entities with a report that shows all charges that have been force-posted onto an account. Forced charges include those charges for which a merchant circumvented all Card Controls and did not have proper authorization to place the charge on the card. This report should be available at least once per billing cycle.
- The Offeror shall provide the entities with a report of all declined charges. This report should identify all cards that had charges declined, the reason why the charge

was declined, such as industry restrictions and limit ceilings, and the transactional data associated with each decline, such as the cardholder's name, card number, merchant name, date, and amount.

- The Offeror should provide the entities with a report of all charges which have occurred on closed accounts. This may occur if, for example, a transaction was authorized prior to the account being closed. The report should identify the cardholder's name, account number, merchant name, transaction authorization date, transaction post date, and the date the account was closed.
- The Offeror shall provide the entities with a report with data for over-the-counter transactions. The report should indicate if a card was swiped or manually keyed in. This report should be available at least once per billing cycle and should include, but may not be limited to, cardholder name, account number, merchant name, transaction amount, and transaction post date.

Billing Reports: The Offeror should describe the proposed online reporting for Cardholders and Consolidated Billing statements. The Offeror should submit samples of the reports.

- The Offeror should provide the entities with access to a report showing all Consolidated Billing accounts, the number of transactions, including all debits and credits, and the total amount due after cycle close, which must match the total amount due on each consolidated billing account statement. This report should be available within 24 hours after the close of the billing cycle.
- The Offeror should propose access for the entities to retrieve the current cycle and at least 12 previous cycles of the consolidated billing. This report shall provide a replica of the paper consolidated billing and the billing statement shall be provided in a non-editable format.
- The Offeror should describe their proposal to provide access to retrieve the current cycle and at least 12 previous cycles of Individual Cardholder Billings. This report should provide a replica of the individual cardholder billing and the billing statement should be provided in a non-editable format. The entities' PA access shall be limited to running reports for only those cards in their account.

Dashboard Reports: The Offeror should describe the proposed dashboard reports available through Systems Technology, including file formats in which the reports are available. The Offeror should submit samples of the report.

Dashboard reports should provide a snapshot of each entity to include, but not be limited to, data such as overall spend, number of transactions, spending by merchant, purchases flagged for likely fraud and abuse, cardholder balances and available credit, decline and authorization history.

Audit and Business Intelligence Capabilities: The Offeror should provide Systems Technology that will allow for auditing of the activity taking place on any entity's accounts. The Offeror should also provide Business Intelligence (BI) that allows the entities to search and analyze data to discover useful patterns and relationships. The ability to access data through Audit and BI should be able to be limited by user role.

The Offeror should describe the proposed audit trails that will provide the entities with the ability to view all the specifics of any changes and transactions made on any of its entity accounts. This description should include any additional auditing tools available that will support the entities need to review accounts and ensure consistent application of policies and procedures. The Offeror should also describe the ability to export audit data.

The Offeror should describe their proposed BI tools. The description should include information regarding ease of use and the ability to export BI data.

If Auditing and Business Intelligence Capabilities are offered through a standalone system, the Offeror should describe how and at what frequency the data is loaded into this system.

The Offeror should propose Audit and Business Intelligence capabilities that include, but are not limited to the following:

- Ability to set business rules globally, by entity, or by user group
- Ability to set audit watches for a time frame, i.e., Saturday and Sunday or Holidays
- Ability to utilize data gathered from history to set new business rules based on prior trends
- Ability to use ad hoc queries
- Ability to save and schedule predesigned and customized reports and queries
- Ability to perform statistical sampling based on defined criteria
- Ability to load historical data for analysis
- Ability to run audit reports, to include but not be limited to:
 - The Offeror should provide the entities access to a report that shows all changes to all entity's accounts. The report should reflect the original data and the changes made thereto
 - The Offeror should provide to the entities and their external auditors, for their reasonable business purposes, access to detailed information for those entities
 - Ability to have reporting status on transactions "under review"

TAX RECOVERY

The Offeror should describe any proposed tax recovery services. The objective of these services is to prevent the entity's from paying sales tax on purchases that should be tax-exempt. The services may be preventative, which may include disallowing tax to be charged on a card, or provided after the transaction, which may include a service to contact the merchant or merchant bank to obtain a refund on behalf of the entities of the charged tax. If the Offeror does not offer tax recovery services, information should be included in the proposal as to whether the services will be provided in the future.

CARD PLATFORM

The Offeror should provide a card platform, such as American Express, MasterCard, VISA, Discover Card, or any other, for the term of any contract that may result from this solicitation. Any change in the card platform should be approved in writing by the entities.

The Offeror should describe their partnership with the proposed card platform company. The description should include the interactions, if any, that the entities may have with the card platform company and if there are any services or systems that are being provided by the card platform in addition to those proposed by the Offeror.

If the Offeror is proposing more than one card platform, the proposal should include detailed information for the card platforms to include any difference in services provided for each affected section of the Scope of Work.

The Offeror should propose services, such as customer service, technology, or others, that assist the entities in researching whether a merchant accepts the card platform.

CARD ACCEPTANCE

The entities seek information regarding the merchants that accept payments through the Offeror's proposed Pcard Programs.

Therefore, the Offeror should describe their proposed card platform's acceptance rate within Virginia, within the United States, and internationally. The description should include an overview of the Offeror's proposed methodologies to retain and add merchants that accept the proposed card platform. Historical retention and growth rates also should be included.

ADDITIONAL COVERAGE AND FEATURES

The Offeror should describe any other proposed features and coverage that will be provided to the entities. All descriptions should include any restrictions, minimums, or limits that may apply to the proposed additional coverage and features.

CREATIVE, INNOVATIVE, AND SUSTAINABLE SOLUTIONS

The entities prefer that the Purchasing Card Program Services be best in class throughout the term of any contract awarded as a result of this solicitation and therefore seek information about creative, sustainable, and innovative solutions the Offeror can provide to meet this goal.

The Offeror should propose creative, sustainable, and innovative solutions, which may include, but should not be limited to:

- Mobile applications that support:
 - Ease of payment
 - Systems Technology capabilities
- Exact authorization matches
- Efficiencies, such as additional information on billing statements, that will reduce the entities' time commitment
- Additional management reporting capabilities
- Program optimization services
- Specialized or additional customer services
- Advances in fraud detection and reduction
- Unique card designs and card functionality, which may include contactless purchasing cards
- Any other creative, sustainable, and innovative solutions

ENTITIES AND CARDHOLDER INFORMATION

The Offeror and any of its affiliated business partners shall not sell or distribute any information regarding participating entities or cardholders to any person, company, or other entity for any purpose, unless given the express written consent of the entities and the affected Contract User or cardholder. If the entities or cardholder information is requested and required by law, the Offeror shall notify the entities of the information provided as soon as practicable thereafter.

TRANSITION OF SERVICES

The Offeror should propose a transition plan for transferring responsibilities associated with the entities' Purchasing Card Program Services. The transition plan should include a description of the project management strategy and methodologies to support the delivery of services for this program. The transition plan should also include but not be limited to:

- Consideration of program size, including the number of entities, number of cardholders, and overall spending and transaction volumes
- Training
- System Technology access
- Ability to import and/or recreate existing data

- User Acceptance Testing
- Distribution of cards, including custom cards

The Offeror should designate a Project Manager responsible for the transition of services. The Project Manager should meet with the entities after the contract award date to discuss and jointly finalize the transition plan for transferring responsibilities associated with the entities' Purchasing Card Program Services. The entities reserve the right to approve the Offeror's proposed Project Manager. Additionally, the Offeror shall ensure, as so far as in its power that the designated Project Manager remains on the project throughout the transition. If a change is made to the Project Manager after the award is made, the Offeror should present the replacement and their relevant qualifications to the entities for approval. The entities, at their sole discretion, may request changes to key personnel, including the Project Manager.

During the transition period, the Offeror should submit a report, no less than bi-weekly, which summarizes the services provided to the entities.

CONTINUITY OF SERVICES

The Offeror recognizes that services under this contract must be continued without interruption and that, upon contract expiration, a successor may continue them. The Offeror agrees:

- To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor
- To make all Contract User-owned facilities, equipment, and data available to any successor at an appropriate time before the expiration of the contract to facilitate the transition to the successor
- That the entities shall have final authority to resolve disputes related to the transition of the contract from the Offeror to its successor

The Offeror shall, upon written notice from the entities, furnish phase-in/phase-out services for up to one hundred twenty (120) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the entities' approval.

SECURITY

Purchase Card Industry Data Security Standards (PCI DSS): The Offeror must comply with the most up-to-date version of the PCI DSS, which can be located at the following link: https://www.pcisecuritystandards.org/security_standards/documents.php?agreements=pcidss&association=pcidss or a successor.

The Offeror shall provide proof of annual PCI DSS compliance, as well as any cases where compliance is not met and any corrective plans to be implemented.

The Offeror should provide certification and/or audit results showing current compliance with PCI DSS.

Security Standards for Sensitive Data and Systems Technology:

General: The Offeror, its employees, agents, and assigns, shall maintain the confidentiality of respondent and client information through secure facilities, software, and documentation. There must be an electronic security system. During and after business hours, the Offeror shall maintain secure areas for the storage of files and other documents requiring protection, in accordance with good business practices and to the satisfaction of the purchasing entities. The Offer shall be responsible for ensuring that only authorized personnel are permitted access to the operations and file areas. The Offeror, its employees, agents, and assigns shall not use or disclose any sensitive data for any purpose not in conformity with state and federal laws and regulations, and pursuant to the provisions of the *Government Data Collection and Dissemination Practices Act (Code of Virginia 2.2-3800 et seq.)* and the provisions authorized pursuant to *Code of Virginia 63.2-103*

and 1902. The Offeror's obligations imposed by this paragraph shall survive and continue after completion of the contract, and the Offeror shall be responsible for any breach.

- **Definition of Sensitive Data:** Sensitive data is any data of which the compromise with respect to confidentiality, integrity, and/or availability could have a material adverse effect on the entities' interests, the conduct of agency programs, or the privacy to which individuals are entitled. Data sensitivity is directly proportional to the materiality of a compromise of the data with respect to these criteria.
- **Entities' Information Technology:** Entities' Security Compliance: Offeror agrees to comply with all provisions of the entities' security procedures including the Vendor Access IT Policy, which can be located at the following link: <https://www.bedfordcountyva.gov/government/departments-and-offices-e-n/information-technology/it-policies>
- **Personally Identifiable Information:** Federal and state laws require the entities to safeguard personally identifiable information (PII). This information can be released only to the subject of the information, pursuant to the provisions of the Privacy Protection Act, provisions authorized pursuant to the *Code of Virginia* 63.2-102, 63.2-103, and 63-1902, and federal laws and regulations, including but not limited to 26 U.S.C. 6103. The Offeror shall ensure that any PII collected is protected in accordance with the laws cited above.
- **Electronic Transfer of Data between the Offeror and the Purchasing Entities:** All electronic transfers of sensitive data must employ an encryption method. Any references within this RFP referring to the transfer, transmission, upload, download or exchange of data must be encrypted where sensitive data is involved.
- **Email Communication of Sensitive Data:** All emails containing sensitive data, sent by automated systems used to provide services in fulfillment of the Contract, must employ an encryption method. Any references within this RFP referring to email, or exchange of data must be encrypted where sensitive data is involved.

Content Privacy and Security: Content shall be defined as any data, including the selection, arrangement, and organization of such information or data, entered or uploaded to the Systems Technology in connection with any Contract resulting from this solicitation.

Systems Technology shall be defined as the software programs and other related data, including intellectual data, proprietary information, and documentation contained and applicable to the services hosted and supported by the Offeror, as described in the Scope of Work, including any updates, enhancements, and replacements to the System Technology. Systems Technology may also be referred to as an application(s).

Systems Technology Users shall include employees and/or independent contractors for whom it has been determined by the participating entities that it is necessary or desirable to process or communicate electronically in pursuit of its business.

Licensed Services shall be defined as the operation of the Systems Technology and the necessary operating system software, hardware, and utilities on Offeror's host computer system, furnishing Offeror Services to Systems Technology Users, storing content and making the Systems Technology, content, and Offeror services available to Systems Technology Users via a website.

Offeror shall provide a secure environment for content and any hardware and software, including servers, network, and data components provided by Offeror as part of its performance under any contract resulting from this solicitation. Offeror shall provide a secure environment for content and any hardware and software to prevent unauthorized access to and use or modification of, and to protect, the Systems Technology and content. Offeror agrees that all content is intended solely for the entities, and other parties, such as merchant banks, that may require the content to execute the entities' Purchasing Card Program Services and is

considered private data. Therefore, Offeror should, at a minimum, implement the following procedures designed to protect the privacy and security of content:

- User identification and access controls designed to limit access to content to Systems Technology Users
- External connections to the World Wide Web which have appropriate security controls including industry
- Industry standard firewalls regulating all data entering Offeror's internal data network from any external source which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through
- Industry standard encryption techniques which will be used when the content is transmitted by Offeror on behalf of the entities
- Physical security measures, including securing all content on a secure server, in locked data cabinets within a secure facility located within the United States. Access to facilities housing the Systems Technology and content is restricted to only allow access to personnel and agents of the Offeror who have a need to know in connection with the operation and support of the Systems Technology
- A backup of content, for an orderly and timely recovery of such data if the services may be interrupted. Unless otherwise described in the Scope of Work, the Offeror should maintain a backup of content that can be recovered within two (2) hours at any point in time. Additionally, Offeror, should store a backup of the entities' data in an off-site "hardened" facility, located within the United States no less than daily, maintaining the security of Customer Data, the security requirements of which are further described herein
- Offeror should maintain and follow a disaster recovery plan designed to maintain Systems Technology User access to the Systems Technology and services, and to prevent the unintended destruction or loss of content; and which plan, unless otherwise specified herein, shall provide for daily backup of the content and archival of such content at a secure facility located within the United States. The disaster recovery plan shall provide for and be followed by the Offeror such that in no event shall the Systems Technology, services, and/or content be unavailable to any Systems Technology User for over twenty-four (24) hours.
- Offeror shall agree that during the term of the Contract, Offeror will retain the content for the full term of the Contract
- The Offeror should notify the entities in writing sixty (60) days before it intends to replace or add any third party that will be provided access to content whether the Offeror or the Offeror's subcontractors provide that access. The entities may reject any additional or new third parties who may be provided access to content
- Offeror shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state, and local laws and regulations
- Within thirty (30) days of the expiration or termination of the Contract, the Offeror shall implement an orderly return of the entities' content in a mutually agreed upon format at no cost to the entities. The Offeror shall provide any post-termination assistance, in addition to the requirements described in any contract resulting from this solicitation, generally made available by the Contractor or as standard industry practice. Within fifteen (15) business days after the transfer of the content, the Offeror shall confirm in writing to the entities that all content has been removed from all systems where the content resided during the performance of the Contract. The written confirmation shall include (i) sufficient detail describing the processes and procedures used in removing the content, (ii) information about the locations of where it was removed from within the Systems Technology and storage and other locations, and (iii) the date the removals were performed.
- Regular training for Offeror personnel regarding the security and data recovery programs referenced in this section
- Regular testing of the systems and procedures outlined in this section
- Audit controls that record and monitor Systems Security and Services described in the Scope of Work continuously

Security Breaches: Offeror, through Offeror, its employees, agents, and subcontractors, should immediately notify the entities of any degradation, potential breach or breach of content and System Technology privacy or security in any systems supporting the services as described in the Scope of Work. Offeror shall provide the entities the opportunity to participate in the investigation of the reported situation and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

SECTION B PROPOSAL PROCESS

PROPOSAL PREPARATION, SUBMISSION REQUIREMENTS, AND AWARD PROCEDURES

1. PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors should prepare the proposal as presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the County. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with tabs in the following order and minimally contain the following information:

1. Attachment A- Completed and Signed Proposal Form (This form should act as the cover for the proposal)
2. Technical Proposal – The Offeror is encouraged to provide relevant and concise responses. Provide the following:
 - a. A one-page executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
 - b. In individual tabs, address each area identified as an Evaluation Factor (See # 5 below)
 - c. Letter of Transmittal that includes the items listed below:
 - History of the company, including the number of years in business, size of company, and financial status.
 - A statement of the understanding of the work to be performed with descriptions of the approach and procedures to be employed.
 - Biographies, to include their role, relevant education, and experience for those individuals that will be providing the services included herein.
 - Resumes can be included and are strongly encouraged.
 - Identify all sub-consultants who will work on the project/provide services and define their roles.
 - Experience and Success on projects similar in size and scope.

2. PROPOSAL SUBMISSION

- a. Submit one (1) electronic version (preferred) or one (1) original signed paper version (conspicuously marked as “ORIGINAL”) and six (6) copies. Proposals (including all documents, schedules, reports, plans, and other attachments) will not be returned. If proprietary and/or confidential information is included in the proposal, a second, “redacted” electronic version of the proposal shall be included with the electronic submission and be named “Redacted Version”.

All electronic files uploaded must be in a common format accessible by software programs the County uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft PowerPoint (.ppt or pptx), or Portable Document Format (.pdf). Offerors will not secure, password-protect, or lock uploaded files; the County must be able to open and view the contents of the file. Offerors will not disable or restrict the ability of the County to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images, or sketches. The County may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

- b. Proposals must be received by County Staff by the time specified on page one of this RFP. Late deliveries will not be considered. If the Vendor/Offeror is submitting a response via email, the

Vendor/Offeror is responsible for confirming that the type and size of the files to be transmitted can be received by the County before the submission deadline. Submissions received after the deadline due to technological difficulties will not be considered.

c. Proposals shall be submitted as specified below; other methods are not allowed.

1. Proposals shall be emailed to hknight@bedfordcountyva.gov. USB Thumb Drives or paper copies shall be delivered to the Finance Department, located at 122 East Main Street, Suite 203, Bedford, VA 24523, between the hours of 8:30 am and 5:00 pm, Monday through Friday.

The following information should be written on the outside of the submittal envelope or package:

- RFP Number
 - Title of RFP Solicitation
 - Submittal Deadline Date and Time
 - Offeror's Name
2. If the building is closed to visitors, call 540.586.7729 and County staff will meet you at the building's front door to receive your proposal.
 3. If the building is closed to both visitors and County staff (i.e.: snow closing), then proposals shall be accepted on the next business day of the County at the originally scheduled time.
 4. In addition to delivery by the Offeror as described above, proposals may be delivered by USPS, UPS, FedEx, etc., however the County assumes no responsibility for misrouted documents, and will not consider them if they are received in the Finance department's office after the specified date and time deadline.

- d. Proposals will not be accepted if submitted by any method other than those specified above.
- e. All proposals shall be submitted on and in accordance with this form. Failure to return the required documents and information specified herein may result in a determination that the proposal is non-responsive. All costs associated with preparing a proposal are the Offeror's responsibility. The solicitation document as posted by the County shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the County, but not clearly listed on the exception page of the document as an exception by the Offeror, the language of the official copy shall prevail. Furthermore, any exceptions or changes to the specification
- f. s or terms and conditions made by the Offeror may be cause to disqualify the proposal from award consideration.
- g. The County's receipt of a proposal document is not to be construed as a determination that the proposal document is responsive, nor shall receipt of a proposal document be construed as an award or an order to provide goods or services.
- h. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.
- i. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the County, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the County.
- j. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the proposal.
- k. Prices shall be entered on and in accordance with the proposal form. In case of an error in the calculation of cost based on multiple units of the same item, the unit price shall govern, and the correct amount will be calculated by the County. In case of an error in the total cost, the individual line items shall govern, and the summation will be calculated by the County. When included on the proposal form, failure to provide unit pricing may result in a determination of non-responsiveness.

- l. The Terms and Conditions in this Request for Proposals shall supersede any terms and conditions of the Offerors proposal. Any additional conditions an Offeror intends to be considered must be submitted as part of the proposal and be indicated on the Exceptions section of the Proposal Form. Such exceptions may result in the proposal being determined non-responsive.
 - m. The Scope of Work, Item Descriptions, etc. shall supersede any additional writings submitted by the Offeror. Such writings shall be clearly marked and noted by the Offeror on the exception page.
 - n. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make, or catalog designation in specifying an item does not restrict Offerors to the manufacturer, brand, make, or catalog designation identification. This is used simply to indicate the character, quality, and/or performance equivalence of the goods and/or services desired. The goods and/or services on which proposals are submitted must be of such character, quality, and/or performance equivalence that it will serve as specified. In submitting proposals on goods and/or services other than as specified, the Offeror shall so note on the Exceptions section of the Proposal Form and shall furnish complete data and identification with respect to the alternate goods and/or services they propose to furnish. Consideration will be given to proposals submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the County. If the Offeror does not indicate the goods and/or services he proposes to furnish are other than specified, it will be construed to mean the Offeror proposes to furnish the exact goods and/or services described.
 - o. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning only the best commercial practices are to prevail and correct type, size, and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
 - p. Offerors may request withdrawal of their proposal from consideration due to error by giving notice not later than two business days after the Request for Proposals closing date. Upon request, administrative withdrawal procedures will be provided that shall be used for that purpose.
 - q. The Offeror's proposal (including all documents, schedules, reports, plans, and other attachments) shall become the property of the County of Bedford, VA, and/or any agency of the County, and/or any political subdivision for whom the County of Bedford, VA issues this solicitation, and documents will not be returned to the Proposer.
3. **ADDENDA:** Changes or supplemental instructions to this Request for Proposals will be in the form of a written Addenda. All Addenda will be posted online with this solicitation. It is the Offeror's responsibility to check for Addenda prior to the RFP closing date and time to ensure that all addenda are received.

The County posts all solicitations and related addenda on Procurement's webpage.

All Offerors shall acknowledge receipt of the Addenda with the Proposal. Acknowledgment of all Addenda shall be in the space provided on the Proposal Form or by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the proposal may be determined non-responsive.

4. **NO PUBLIC OPENING:** There is no public opening of proposals.
5. **EVALUATION FACTORS:** Proposals that are found to be responsive will be evaluated and assessed in accordance with the evaluation criteria below. To be considered responsive, at a minimum, Offerors must complete and submit all required information on time and as specified in the RFP. An Evaluation Committee will be used to independently review and score all responsive Proposals. The Evaluation Committee is expected to contain 3-5 individuals that may, or may not, have technical expertise with this type of project or service. Therefore, it is important that the Offerors prepare and submit non-technical documents (to the maximum extent possible). The criteria and maximum point score for each criterion used for evaluation are listed in order of importance:
- a. Services provided – Ability to provide service in an expedient and efficient manner, procedure manual(s), reporting, compatibility with ERP Systems (Tyler Technologies Munis and Great Plains

- version 18.6), 24/7 Customer service and support, Training options including electronic versions of all training documents, ease of use of vendor online portal. (30 maximum point score)
- b. Offeror’s ability to fully and satisfactorily provide the services for four separate entities (County of Bedford, Bedford County Social Services, Bedford County Public Schools, and Bedford Regional Water Authority) all under one contract (20 maximum point score)
- c. Fraud – Offeror demonstrates strong fraud prevention ability. Describe in specific detail information about Offeror’s fraud and insurance protections. Include the process and timeline for disputing a transaction. Describe notification options available for fraud detection and the process of contacting the cardholder and/or Program Administrator. (20 maximum point score)
- d. Card Acceptance – Provide a description of the proposed card platform’s acceptance rate within Virginia, within the U.S., and internationally. Include an overview of the Offeror’s proposed methodologies to retain and add merchants that accept the proposed card platform. Historical retention and growth rates should be included. (15 maximum point score)
- e. Costs, fees and rebates – Must include in detail all one-time and ongoing costs & fees associated with full implementation and rebate/travel awards programs that would be offered. (10 maximum point score)
- f. Approach, methodology & proposed schedule for solution – Must present method for satisfying the requirements of the scope of Services which should detail the tasks and efforts being proposed to accomplish the intent of the solicitation. The narrative should be clear and limited to facts, solutions to problems and plans of proposed action. Must include an outline of the procedure for implementing the card program, including a proposed timetable for implementation. (5 maximum point score)

The above criteria will be scored based on the following 5-point scale:

Ranking	Score/Ranking	Percentage
0	Fails to address criterion or cannot be assessed	0%
1	Poor	25%
2	Fair	50%
3	Good	75%
4	Very Good	90%
5	Excellent	100%

6. EVALUATION OF PROPOSALS:

All proposals shall be reviewed for compliance with mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. Offerors may be contacted for clarification of the responses. Procurement will provide specific Submittal Forms to the Evaluation Committee. The Evaluation Committee members will independently evaluate and score the documents and submit their scores back to Procurement. The data and evaluator scores will be calculated and prioritized. Offerors will then be shortlisted, and the highest-ranking proposals may be invited to participate in an Interview Process. If interviews are conducted, individual discussions may then be had with each such Offeror.

Repetitive informal interviews shall be permissible. Offerors shall be encouraged to elaborate on their qualifications, knowledge, and understanding of the scope of work, obstacles and challenges, strategies, performance data, or expertise pertinent to the proposed project as well as any alternative concepts. These discussions may encompass non-binding estimates of total project costs, including, where appropriate, design, construction, and life cycle costs. Methods to be used in arriving at a price for services may also be discussed. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. The price of service may be discussed and considered but will not be the sole determining factor in concluding negotiations.

After the shortlisted Offerors have been interviewed, evaluated, and scored by the Evaluation Committee, Procurement will perform a final prioritization based on the criteria and weights described in Section 5. The highest prioritized Offeror will be invited into negotiations. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable and

pursuant to contract terms and conditions acceptable to the County, the award shall be made to that Offeror. 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 County, after the initial submission of proposals, determine in writing and in its sole discretion that only one Offeror is fully qualified, a contract may be negotiated and awarded to that Offeror.

When the terms and conditions of multiple awards are so provided for in the request for proposal, awards may be made to more than one Offeror.

7. AWARD:

- a. Award shall be made to the responsible Offeror whose proposal is determined to be the top-ranked by taking into consideration the evaluation factors set forth herein and the successful negotiation of a price that is considered fair and reasonable. The award of a contract shall be at the sole discretion of the County. The award shall be based on the evaluation of all information as the County may request. The County reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities in an Offeror's proposal. Further, the County reserves the right to enter into one or more contracts deemed to be in its best interest.
- b. A notice of award will be posted with the original solicitation on the County's Procurement website.
- c. As permitted by the County of Bedford, an Offeror may protest the award or decision to award by submitting such protest in writing to the Procurement Manager no later than ten (10) days after the award or the announcement of the decision to award. 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.

8. DEBRIEFING

Unsuccessful proposers may request a debrief in writing within three calendar days after the County's award notice. The County will discuss only the strengths and weaknesses of that proposer's submission in relation to the evaluation criteria during the debrief. The intent of the debrief is to provide the Offeror with constructive feedback on their own proposals towards areas of continuous improvement. No other Offeror's proposals will be discussed. No proprietary information shall be disclosed. A debrief is not an opportunity to unofficially protest or change the outcome.

SECTION C
CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request for Proposals (RFP) must be received prior to the date and time posted on the cover page.
2. **QUALIFICATIONS:** Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.
3. **METHOD OF AWARD:** The County will make a single award to the responsible Offeror who has ranked the highest and successfully negotiated with the County.
4. **CONTRACT/AGREEMENT:** Following the award, a contract/agreement will be executed between the Offeror and the County. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.
5. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by Procurement in advance.
6. **CONTRACT PERIOD/ RENEWAL:**

The initial contract period will be for one year from the date of award with the option to renew, at the County's sole discretion, for four (4) additional one (1) year periods. If a determination is made by the Purchasing Agent that circumstances warrant, a contract extension, under the terms and conditions contained herein, may be considered for up to six (6) months following the end of the final one-year renewal period upon mutual agreement of the County and Consultant.

7. **PRICE ADJUSTMENT:**

Prices shall remain firm for the initial contract period. Should the County exercise the option to renew the contract for additional one-year periods, the Consultant may request a price increase prior to the end of the then-current period.

The newly adjusted price(s) will become effective upon a mutually acceptable date, but not prior to the date of the renewal period, and will apply to goods or services requested on or after the effective date of the new price. The Consultant shall submit a written request for a price increase (email, facsimile, or US Mail). When applicable, evidence/proof of price change from the manufacturer or other relevant source shall accompany the price increase request. Price increases will not be automatic and are subject to approval by the County of Bedford, Virginia. If approved by the County, price increases may be limited to a maximum of 5% for each one-year renewal period.

If a price decrease is provided by the supplier, distributor, or manufacturer, such price decrease shall be immediately passed on to the County of Bedford, Virginia.

8. **DELIVERY OF GOODS/SERVICES:** The time of proposed delivery must be stated in definite terms. Delivery tickets shall show quantity, description, unit price, total price, and purchase order number.
9. **TIME IS OF THE ESSENCE:**

Liquidated Damages: When Time Is Of The Essence for an individual project, the parties shall agree that the Contractor shall be liable for and shall pay the Owner the sums hereinafter stipulated as

liquidated damages, and not as a penalty. The amount of the liquidated damages shall be mutually agreed upon prior to the issuance of a written addendum to the Contract/Agreement.

When applicable, the accrual of liquidated damages for failure to reach final completion is not contingent upon whether the Contractor reaches substantial completion as required and/or whether liquidated damages relating to substantial completion are assessed. Contractor further agrees that Own may deduct and retain all such liquidated damages out of any money due Contractor under the terms of this contract.

Execution of the contract under these specifications shall constitute agreement by the County and Contractor that this amount per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

Permitting the Contractor to continue and finish the work or any part thereof after the contract time or adjusted contract time, as pertinent, has expired shall in no way operate as a waiver on the part of the County or any of its rights under the contract. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the County's right to collect any additional damages which may be sustained by failure of the Contractor to carry out the terms of the contract, it being the intent of the parties that said liquidated damages be full and complete payment only for failure of the Contractor to complete the work on time.

10. **SCHEDULING AND DELAYS:** The parties to a contract resulting from this RFP acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the County. Such delays may be caused by delays, denials, and modifications of the various state or federal permits, or for other reasons. The County shall not be required to pay any of the Consultant's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the County. If the County delays the project for any reason for a continuous period of ninety (90) days or more, the County and Consultant will negotiate a mutually agreeable adjustment to the Consultant's award amount.
11. **INVOICING:** Invoices shall be sent to the address specified in the Contract.
12. **PAYMENT:** Payment will be authorized following receipt of a valid invoice (including Description of Goods and Services, Unit Prices, Total Price) and delivery of goods or completion of services according to specifications and subject to inspections.
13. **PAYMENT TERMS:**
 - a. Payment terms shall be "Net 30 Days" unless otherwise stated in the Offeror's Proposal or if otherwise negotiated. Alternate terms may be proposed by the Offeror for prompt payment of bills.
 - b. The payment terms stated herein must appear on the Consultant's invoice. Failure to comply with this requirement may result in the invoice being returned to the Consultant for correction.
 - c. Late payment charges shall not exceed 1% per month of the invoice amount due.
 - d. If offered by the Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
 - e. Invoices for goods or services ordered, delivered, and accepted shall be submitted directly to the "Invoice To" address shown on the contract. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect Proposals or discounts for payment in less than thirty (30) days.

14. **INSURANCE:** The Consultant shall maintain adequate liability insurance, which shall protect and save harmless the County of Bedford, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workers' compensation laws. Following the award of the contract, the Vendor / Consultant shall furnish proof of said insurance prior to commencement of services. See "Exhibit 4" for requirements.

If the Offeror is selected for contract award, the Vendor/Consultant shall have ten (10) days from the date of the County's request, to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the County to award a contract to the next responsive Offeror and hold the original Vendor/Consultant liable for excess costs.

15. **SECURITY BREACH NOTIFICATION:**

"Security breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store, or dispose of data is breached, and in which county data is exposed to unauthorized disclosure, access, alteration, or use.

Examples include but are not limited to, the following: an email account is compromised in your organization that is used to communicate with the county; a computing/storage device in your organization that had county data saved on it is compromised.

Upon becoming aware of a security breach or a suspected security breach, the contractor agrees to promptly (but no later than 24 hours after becoming aware of a breach or suspected breach) notify the county; fully investigate the event; and cooperate fully with the county's investigation of and response to the event. Except as otherwise provided by law, the contractor will not provide notice of the incident directly to individuals whose personally identifiable information was involved, regulatory agencies, or other entities, without prior written permission from the county."

SECTION D GENERAL TERMS AND CONDITIONS

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS/OFFERORS 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.

1. **AUTHORITY**-The County Department Contact 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 unless otherwise indicated in the proposal. 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 unless otherwise indicated in the proposal.
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 other than for public construction 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. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1; RFP NUMBER & TITLE
PROPOSAL DUE DATE AND TIME; FIRM NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

GENERAL POLICIES FOR ARCHITECTURAL/ENGINEERING SERVICES

15. **LICENSE/REGISTRATION:** Entities (e.g., individuals, partnerships, or corporations) offering to provide architectural and/or engineering services shall be properly registered and licensed in Virginia as required by the Department of Professional and Occupational Regulation and, if incorporated, the State Corporation Commission. The architect or engineer in charge of each discipline shall be currently licensed in the Commonwealth of Virginia and shall affix his or her seal to those documents for which he or she is responsible.
16. **PRIME DESIGN PROFESSIONAL:** The Owner normally contracts with a single entity as "Prime Design Professional" to provide the project architectural and/or engineering services. The Prime Design Professional may have all necessary disciplines in-house or it may subcontract with consultants to provide services in some disciplines. The Prime Design Professional may be an architect, engineer, or an architect/engineer entity. For each project, the Owner determines which entity will best satisfy the Owner's requirements for providing services. Meeting schedule and budget limitations and managing the services to be provided on the particular project.

17. **PROFESSIONAL SERVICES:** The architectural, civil, structural, mechanical and electrical portions of the project shall be planned and designed by or under the immediate supervision of a licensed architect or engineer (A/E) who has expertise in the particular discipline involved. Where such licensed expertise is not available within the A/E of record or where the A/E chooses to subcontract a part of the Work, the A/E shall employ an associate or consulting Architectural or Engineering firm with the requisite expertise to provide the required services. The consultants, associates, or subcontractors proposed by the A/E during the selection process to be part of the A/E project team shall perform the Work as proposed. If circumstances require a change, the A/E shall advise the Owner of the proposed change, the reasons therefore, and the name and qualifications of the proposed replacements. The replacements must be acceptable to the Owner.

Associates, consultants or subcontractors proposed to be part of the A/E's project team shall be contracted by the A/E at the beginning of the Work and shall be active participants in all phases of the Work related to their discipline from beginning to end. The A/E shall be responsible to the Owner for the Work of all associates, consultants and subcontractors whether employees of the A/E or not, performed under the Contract.

18. **RELATIONSHIP OF ARCHITECT/ENGINEER TO OWNER:** Once the Contract for A/E services has been fully executed, the A/E shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the A/E. The A/E shall advise the Owner of changes necessary to keep the project within the prescribed area and cost limits.

Generally, the Owner will observe the procedure of issuing orders to the Contractor through the A/E or, if the A/E's construction period duties have been so modified, through the Owner's designated project representative. If the Owner issues orders directly to the Contractor, the A/E shall be copied on such orders.

19. **"DESIGN NOT TO EXCEED" COST AS RELATED TO A/E CONTRACT:** The Owner shall provide the A/E with a description of the project including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage and "Design not to exceed" construction budget. The A/E's contract requires that if the low bid exceeds the "Design-not-to-exceed" cost identified in the A/E Contract by more than 10%, any A/E revisions to the plans and specifications required to bring the cost of the project within the "Design-not-to-exceed" cost may be executed by the A/E at no additional cost to the Owner.

The A/E's cost estimates shall be to a level of detail commensurate with the current level of design. The A/E shall submit a cost estimate with each phase submittal. If the cost estimate indicates a potential problem in securing a bid within the "Design-not-to-exceed" cost, the A/E shall notify the Owner and shall work with the Owner to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the "Design-not-to-exceed" cost. Substantial changes in the project scope, such as those which affect the area or function of the proposed facility, must be justified by the A/E and may require approval of the Board of Supervisors.

20. **CODE AND REGULATORY COMPLIANCE:** The A/E is responsible for designing the project and administering the construction phase of the project in accordance with the Virginia Statewide Building Code (Code), and other regulatory requirements applicable to the project. Nothing contained herein shall be construed as relieving any A/E, professional design consultant, supplier or any other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the Owner in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under law, codes and professional practice as required in projects for the Owner. Lack of comment by the Owner does not relieve the A/E from designing to meet the Code requirements or applicable state regulations or local regulations related to water, sewer, fire department services, and other utilities.

If the correction of a Code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. The Owner will bear only costs attributable to actual Code or regulation-required enhancement of the project.

If the A/E believes that a Code or regulation is unclear as to meaning, he shall request a written opinion as to the applicable interpretation from the applicable regulatory agency, as appropriate, and the A/E shall be entitled to rely on the written opinion, if any, which he receives.

21. **DESIGN ERRORS AND/OR OMISSION AND A/E LIABILITY INSURANCE:** The A/E shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount not less than 5% of the estimated cost of construction of all Owner projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000. The A/E shall maintain this in force after completion of the services under the Contract for a period of five years after completion of construction.

The Owner's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver by the Owner of any rights or any cause of action arising out of the Contract. The A/E shall be and remain liable to the Owner for all costs of any kind which are incurred by the Owner as a result of negligent acts, errors, or omissions on the part of the A/E including its subcontractors and consultants, in the performance of any of the services furnished.

The A/E shall be responsible for all costs resulting from its errors, omissions, and other breaches of the applicable standards of care established under Virginia law including, but not limited to, its own costs for labor and other in-house costs, any resulting Contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that

is already in place, any Firm or Owner delay damages, and any judgments, fines or penalties against the Owner resulting from A/E errors, omissions, and other breaches of the applicable standards of care. However, the A/E shall not be responsible for the cost of the correct equipment or system which should have been originally specified, except the A/E shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order. For the purposes of determining the A/E's share of such costs for Work which has not yet been performed, the cost of Work performed by Contractor's Change Order shall generally be presumed to be 15% greater than if the Work had been included in the Contractor's Contract. The A/E shall have the burden of disproving this presumption.

The Owner shall actively pursue reimbursement of costs resulting from the A/E's errors, omissions, or breaches of the applicable standard of care. Upon determination that there may be A/E financial responsibility involved, the A/E shall be contacted by the Owner. The A/E shall be advised of the design deficiency, informed that it is the Owner's opinion that the A/E may be financially responsible, and requested to provide a technical solution to the problem, including cost estimate. Upon notification of potential liability, the A/E should coordinate with the Owner to determine required technical support and timing to minimize delay costs. Pending final decision by the Owner, the A/E will be invited to attend all price negotiations with the Contractor for the corrective work. The A/E shall participate as a non-voting technical advisor to the Owner's negotiator. If the A/E refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial construction and/or change order negotiations without the A/E.

22. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** Ownership of all materials and documentation including the original drawings and the Plans and Specifications and copies of any calculations and analyses prepared pursuant to the Contract between the Owner and the A/E, shall belong exclusively to the Owner. Such materials and documentation, whether completed or not, shall be the property of the Owner whether the work for which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a bidder, offeror, or Firm in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of information Act, provided the bidder, offeror, or Firm invokes the protections of §2.2-4342, Code of Virginia, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and states the reason why the protection is necessary.

The A/E shall provide the following documents to the Owner at the completion of the A/E's work:

- Original sealed and signed drawings
- Original copy of the specifications
- Copy of analyses made the project
- Indexed copy of the calculations made by each discipline for the project
- The Owner copy of all shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project

The Owner has the right to use the project documents as a prototype to demonstrate scope, size, functional relationship, etc., to an A/E designing a similar project. The A/E for the original project design shall not be responsible or liable to the Owner for any such use of the documents.

The A/E for the similar project shall be responsible for providing a complete set of project and location-specific "Final Documents" with its seals and signatures which meet all applicable codes and standards in effect at the time those "Final Documents" are submitted.

23. **STANDARD PLANS:** Where the Owner has engaged the A/E to prepare "Standard Designs" and/or "Standard Plans" for structures such as picnic shelters, sheds, bath houses, single family residences, cabins and utility buildings for the Owner to site adapt for use at various locations, the drawings for the Standard Plans shall show:
- The name of the Owner,
 - The Title of the Standard Structure for which the design was developed
 - The name of the A/E, and
 - The seal and signature of the responsible licensed professional.

The Standard Plans shall also show the applicable codes, standards, loadings and design parameters used to develop the design.

Where the A/E has not been engaged to review the site adaption of the Standard Plans nor review the submittals or construction, the Owner, and not the A/E, shall be responsible for the proper site adaption and use of the Standard Plans. The A/E shall, however, be responsible for negligent acts, errors or omissions in the Standard Plans.

When the Work involves the site adaption of Standard Plans, the cover sheet for the project plans shall list the drawings included in the set of plans and shall differentiate between the Standard Plans and the "site-specific" site development, utility, and foundation drawings prepared by the A/E for that site. These site-specific drawings shall be sealed and signed by the responsible licensed A/E.

24. **REQUIREMENTS FOR A/E SEALS AND SIGNATURES:** General: The seal and signature of the licensed Professional Engineer, Architect or Certified Landscape Architect on the drawings provides notice to the public the drawings are complete and that the professional has exercised complete direction and control over the work to which the seal or signature is affixed. All plans and specifications for building projects designed for the Owner must bear the seal and signature of the responsible licensed professional.

Each drawing to be reproduced shall show:

- The name of the A/E,
- The Project Title
- The Project location
- The Project number (IFB number)
- The Drawing/Sheet Title
- The Drawing/Sheet number
- The seal and signature of the responsible licensed professional, and
- The uniform date of the completed documents.

The Title sheet drawing(s) shall also have:

- The Index of Drawings
- The Project VUSBC data
- The Seal and Signature of the A/E Principal in Charge of the project, and
- The uniform date of the completed documents
- (A/E may also require the seal and signature of a principal of its consultants).

The Specifications Table of Contents shall have:

- The Seal and Signature of the A/E Principal in charge of the project
- The uniform date of the completed documents, and
- The listing of specifications sections included for the project.
- (A/E may also require the seal and signature of a principal of its consultants).

“Working Drawing Sets” submitted to the Owner for review are expected to be complete documents ready for bidding. All drawings except the cover sheet shall bear the seal of the responsible licensed professional. The Cover Sheet shall show a complete list of the Drawings in the set, but a seal and signature are not required at this submission.

“Final Documents” are completed documents ready for bidding and include all corrections required by the Owner review. Each sheet of the drawings reproduced in the bid documents, including the cover sheet, shall bear the seal and signature of the responsible licensed professional and a uniform document date. The original cover sheet without seal and signature shall be reproduced and attached to copies of the other drawings in the set. Each cover sheet print shall then be sealed, signed and dated with original seals and signatures.

“Addendum” to the Final Documents: The first sheet of each and every Addendum issued to bidders shall show the number of pages in the Addendum and shall list any attached sketches, drawings or other material included in the Addendum. In addition, the first sheet of each and every Addendum shall bear the name of the project, the project number, the date and the seal and signature of the responsible licensed professional.

25. **SUBCONTRACTS:** No portion of the A/E professional services shall be subcontracted without prior written consent of the Owner. Consultants proposed by the A/E during the selection and fee negotiation phases are assumed to be acceptable to the Owner unless the Owner notes otherwise during those phases. In the event that the A/E desires to subcontract some part of the Work required by the Contract to a consultant or subcontractor not previously approved, the A/E shall furnish the Owner names, qualifications and experience of the proposed consultants. The A/E shall, however, remain fully liable and responsible for all Work performed by his consultants and subcontractors and shall assure that their Work complies with all requirements of the A/E’s Contract.
26. **DESIGN OF SECURITY SYSTEMS:** Any Bidder/Offeror for the installation, service, maintenance, or design of security equipment or any central station alarm condition monitoring service shall be licensed by the Department of Criminal Justice Services pursuant to §9-183, Code of Virginia. An A/E proposing to provide any of these services with its own staff shall be exempt from the DCJS licensing requirement if properly licensed by the APELSLA Board (§9-183.2; Code of Virginia). If the A/E proposes to have the security system designed by a subcontractor/consultant, such entity shall be properly licensed as required by §9-183, Code of Virginia.

Any projects designed by the A/E which have such security systems shall include the licensing requirements of §9-183, Code of Virginia, in the specifications and the requirement that the successful bidder shall provide documentation within five (5) calendar days of bid opening that the entity (Contractor or subcontractor) performing the security system work possesses the proper license.

AWARD

27. **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.
28. **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/government/departments-and-offices-e-n/finance/solicitations>

29. **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

30. **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, and any litigation with respect thereto shall be brought in the General District or Circuit Court of Bedford County, Virginia. The Firm shall comply with applicable federal, state and local laws and regulations.
31. **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.
32. **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.
33. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
- Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Offeror directly to the payment address shown on the task order. All invoices shall reference the contract, task order, and any federal employer identification number.
 - Any payment terms requiring payment in less than 30 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 30 days, however.
 - The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - Any payment made by the Offeror 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.
34. **PAYMENT TO SUBCONTRACTORS:** A Firm awarded a contract under this solicitation is hereby obligated:
- 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
 - 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.
35. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Firm in whole or in part without the written consent of the Owner.
36. **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.
37. **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:

- 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.
38. **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.
39. **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.
40. **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 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. 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.
41. **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.

42. **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 Contractor 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 Contractor 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 Contractor shall be entitled to those fees earned for Work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Contractor 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 Contractor will be compensated for reasonable costs or expenses for delivery to the Owner of the products of the services for which the Contractor has or will receive compensation.
- B. **Termination for Cause:** If the Contractor 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 Contractor a stated period of time within which to remedy its breach of contract. If the Contractor 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 Contractor shall be responsible for all damages incurred by the Owner as a result of the Contractor's breach of Contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Contractor 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 Contractor of the obligation to deliver to the Owner all products of the services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor 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 Contractor:** When the Contractor is terminated for convenience, the following method shall be utilized in computing amounts due the Contractor for services prior to 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 Contractor 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.

43. **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.

44. **AUDIT:** The Contractor, 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.
45. **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.
46. **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

47. **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.
48. **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.

EXHIBITS

DO NOT COMPLETE OR RETURN EXHIBITS WITH YOUR PROPOSAL.

A sample Contract is provided as an Exhibit.

The sample Contract references two, yet-to-be-created exhibits:

1. The Offeror's Proposal
2. Negotiated Changes to the Proposal

Additional exhibits as applicable to the RFP document and/or the resultant contract include:

3. Certification of Compliance with Immigration Laws and Regulations
4. Insurance Requirements

- 10. **Amendments/Modifications.** The parties may amend this Contract at any time, in writing, by my mutual agreement. The County Administrator or his designee may execute such amendments on behalf of the County.
- 11. **Suspension or Termination.** The County may terminate this Contract for convenience or cause as specified in the RFP.
- 12. **Required Notifications.** Vendor shall immediately notify the County in case of emergency, injury to persons, or damage to equipment or property.
- 13. **Notices.** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

Vendor:

Name
Address

County:

Name
Address

- 14. **Terms and Conditions.** Except as may otherwise be stated above, all requirements, terms and conditions of the County’s RFP; and as may otherwise be included as an Exhibit to this Contract shall apply to the Contract.
- 15. **Conflict.** In the event of a conflict between the Contract Documents referenced below, the following shall control:
 - County issued contracts take precedence over County issued solicitations.
 - A solicitation’s Contract Specific Terms and Conditions takes precedence over a solicitation’s General Terms and Conditions.
 - County issued documents shall in all cases prevail over a Contractor supplied contract document, unless specifically agreed in writing by the County.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

VENDOR

Name of (Vendor) [or] (Consultant)

BY _____

Print or Type Name

TITLE _____

COUNTY OF BEDFORD, VIRGINIA

BY _____

Print or Type Name

TITLE _____

County Attorney Use Only APPROVED AS TO FORM _____	
_____ County Attorney	_____ Date

**(SAMPLE CONTRACT)
EXHIBIT 1
OFFEROR'S PROPOSAL**

(A copy of the Vendor's Proposal is inserted here)

**(SAMPLE CONTRACT)
EXHIBIT 2
NEGOTIATED CHANGES TO OFFEROR'S PROPOSAL**

(The negotiated changes to the Offeror's Proposal is inserted here)

EXHIBIT 3

Certification of Compliance with Immigration Laws and Regulations

Section 2.2-4311.1 of the Code of Virginia requires every public body to provide in every written contract that the Consultant does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the County of Bedford or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Vendor: *(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)*

Type of Business Entity:

Sole proprietorship *(Provide full name and address of owner):*

Limited Partnership *(Provide full name and address of all partners):*

General Partnership *(Provide full name and address of all partners):*

Limited Liability Company *(Provide full name and address of all managing members):*

Corporation *(Provide full name and address of all officers):*

Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address):

Number of Employees: _____

Are all Employees Who Work in the United States Eligible for Employment in the United States? _____

Under penalties of perjury, I declare on behalf of the Vendor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Consultant’s employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the Vendor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 20__ on behalf of _____ as evidenced by the following signature and seal:

Name of Vendor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

NOTORIZATION:

STATE: _____, CITY/COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me

this _____ day of _____, 20_____

by _____
(Name of Person seeking acknowledgment)

Notary Public’s signature: _____

Notary registration Number: _____

My commission expires: _____

Notary Seal

**EXHIBIT 4
INSURANCE**

The Vendor/Consultant/Contractor shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation.

The insurance requirements as specified in EXHIBIT 4 of the RFP shall be inserted into the finalized contract here.

OFFEROR'S PROPOSAL SUBMITTAL MUST INCLUDE THE INSURANCE CARRIER'S ACKNOWLEDGEMENT THAT THE INSURANCE REQUIREMENTS CAN BE PROVIDED, SHOULD THE OFFEROR BE SELECTED FOR CONTRACT AWARD.

DOCUMENTS ARE TO INCLUDE THE REQUIRED STATEMENT:

“The County of Bedford, Virginia, its officers, agents, and employees are additional insured on a primary and non-contributory basis.”

SUBMITTAL DOCUMENTS

- Form A: Proposal Form
(Include responses to all sections)



FORM A PROPOSAL FORM

(Completed Form Shall Be Submitted as Proposal Cover Pages)

RFP Number:	2025-11
Proposal Name:	Purchase Card (Pcard) Program Services
Due Date and Time:	November 22, 2024, through 4:00 P.M. Eastern Time

OFFEROR INFORMATION	
Firm/Company Name (Legal Name)	
Mailing Address	
Payment Address (if different from Mailing Address)	
Firm Telephone Number	(_____) _____ - _____
Employer Identification Number (EIN)	_____ - _____
Social Security Number (only if an EIN is NOT provided)	_____ - ____ - _____
Representative Name/Title	
Representative Telephone Number	
Representative Email Address	

- 1. **BASIS OF PROPOSAL:** In submitting a proposal, the undersigned agrees and acknowledges that the proposal is made in accordance with the provisions and requirements, terms and conditions, exhibits, attachments, and addenda of RFP # 2025-11.

Offeror acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request for Proposal:

Addendum No. _____ Dated _____

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

- 2. **DEBARMENT/SUSPENSION:** By submitting a proposal, unless stated in the "Exceptions" section below, the Offeror certifies that they are not currently debarred or suspended by a local, state, or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Offeror from award of a contract.

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

- 3. **INDEMNIFICATION:** The County of Bedford cannot legally agree to any clause indemnifying the Offeror from any damages arising out of a contract or hold the Offeror harmless. The submission of a proposal constitutes an agreement by the Offeror not to request such language in a resulting contract.

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

4. **EXCEPTIONS:**

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- Offeror takes exception to terms, conditions, requirements, or specifications stated herein. Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted: _____

Exceptions taken from the stated terms and/or specifications may be cause for Proposals to be deemed "non-responsive".

- 5. **ANTI-COLLUSION CERTIFICATION:** The undersigned certifies that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same product and that this Proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive activity is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

6. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

Virginia State Corporation Commission (“SCC”) registration information: The undersigned firm:

- is a corporation or other business entity with the following SCC identification number, # _____ OR
- Is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust, OR
- Is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the firm in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from firm’s out-of-state location), OR
- Is an out-of-state business entity that is including with this Proposal an opinion of legal counsel which accurately and completely discloses the undersigned firm’s current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of Section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia, OR
- Currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the firm to submit the SCC identification number after the due date for Proposals (The County reserves the right to determine in its sole discretion whether to allow such waiver).

Note: The “Firm Name” as submitted in response to this solicitation should **exactly** match the name registered with the state for the above specified SCC identification number. Inconsistencies may result in rejection of your submittal.

- 7. **DELIVERY:** Offerors MUST insert a definitive time frame IN CALENDAR DAYS, within which delivery will be made after receipt of order (ARO). Delivery in _____ days.

No relief in the application of liquidated damages shall be granted due to delays attributed to subcontracted work.

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

- 8. **PAYMENT TERMS:** Indicate the payment terms that you intend to offer to the County.
 - "Net 30"
 - Other, Specify** _____

If payment terms are not specified above, then the terms shall be "Net 30 Days".

9. **AUTHORIZATION TO UTILIZE DIGITAL SIGNATURES**

By signing below with an original signature and returning this document with your response in accordance with this solicitation's submittal requirements, you agree that original signatures transmitted and received via facsimile, email, or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. An Agreement or other communications resultant from this solicitation may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Firm Name: _____
 Print Name: _____ Title: _____
 Signature: _____ Date: _____

(This form must be signed. All signatures must be original and not photocopies.)

10. **PROPOSAL AUTHORIZATION**

In accordance with the terms and conditions, requirements, and scope of work/specifications of this Request for Proposals, the undersigned agrees to furnish any or all of the items and/or services. The undersigned acknowledges that its Proposal offer is valid for a period **of at least 120 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the Request For Proposals, and is authorized to contract on behalf of the firm named below.

This form must be signed by an authorized person of the firm. If the firm is a partnership, the signature of at least one of the partners must sign, using the term “member of the firm” or “general partner”. If the firm is an LLC, the form must be signed by a “member”, or by the “manager” if the LLC is manager-led. If the firm is a corporation, then the signatory must be listed by the SCC as an officer of the firm, except that an authorized employee may sign if a notarized Resolution of the Board of Directors of the firm states that the signatory is authorized in the name of and on behalf of the corporation to sign this Proposal offer and any resulting contract (Resolution should be included with the Proposal submittal; see attached). Please note that for the resultant contract, the County will require a resolution or some indication of authority for a signature by anyone other than the President or a Vice President.

All signatures must be original and not photocopies.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

The following form is to be completed and returned with the Proposal only when applicable, per preceding section "Proposal Authorization" requirements stated above.

RESOLUTION OF THE BOARD OF DIRECTORS OF

(Insert Name of Corporation)

At a meeting of the Board of Directors of the corporation held pursuant to due notice in the offices of the corporation at _____, on the _____ at _____,
City, State Date Time*
a quorum being then and there present, the following resolution was proposed and adopted:

RESOLVED that _____
Name of authorized individual
shall be authorized in the name of and on behalf of the corporation to execute a Proposal in response to COUNTY OF BEDFORD, VIRGINIA (COUNTY) RFP No. 2025-11, titled Purchase Card (Pcard) Program Services and any resultant agreement between

(Insert Name of Corporation)
and COUNTY OF BEDFORD, VIRGINIA (COUNTY) for goods and/or services as provided for in the above specified COUNTY RFP and to execute any and all documents required by said COUNTY in connection therewith or necessitated thereby;

BE IT FURTHER RESOLVED that a Staff Member of the corporation be and hereby is authorized to affix and attest the corporation's seal to said agreement and any and all such other documents; and any and all actions heretofore taken by the corporation and/or its officers or agents or any of them with respect to the foregoing are hereby approved, ratified and confirmed.

*NOTE: Date of above meeting must not be earlier than date of applicable agreement.

----- CERTIFICATE -----

I, the undersigned,

Staff Member Name
of _____
Name of Corporation

do hereby certify that the foregoing Resolution was adopted at the meeting aforesaid, conducted pursuant to due and lawful notice to all members of the Board of Directors of the corporation and in accordance with law and the articles of incorporation and bylaws of the corporation, at which meeting a quorum was at all times present. I also certify that said Resolution has not been amended, modified, or rescinded and is still in effect. I further certify that

Name of authorized individual
whose name is signed to the document or documents described in the Resolution, did lawfully hold employment with the corporation on the date of execution of such document or documents.

Staff Member Signature

NOTORIZATION:

STATE: _____, CITY/COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me
this _____ day of _____, 20____
by _____
(Name of Person seeking acknowledgment)

Notary Public's signature: _____

Notary registration Number: _____

Notary Seal

My commission expires: _____

11. CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

If as a result of this solicitation the Offeror is awarded a contract, he/she will be required to sign the CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS form (see Exhibits), which includes provisions that the Contractor does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

By signing below, you agree to the requirements of the Exhibit entitled CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

12. COMPLETED W-9:

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.	
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.			
2 Business name/disregarded entity name, if different from above			
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>		Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Other (see instructions) ▶ _____		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)	
6 City, state, and ZIP code			
7 List account number(s) here (optional)			
Part I Taxpayer Identification Number (TIN)			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.			
			Social security number [] [] [] - [] [] - [] [] [] []
			OR Employer identification number [] [] - [] [] [] [] [] [] [] []
<small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>			
Part II Certification			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and			
3. I am a U.S. citizen or other U.S. person (defined below); and			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
<small>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</small>			
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____	
General Instructions			
Section references are to the Internal Revenue Code unless otherwise noted.			
<small>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</small>			
Purpose of Form			
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.			
<ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding, later.</i> 			
Cat. No. 10231X		Form W-9 (Rev. 10-2018)	

13. SMALL, WOMEN-OWNED, MINORITY, AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS

It is an important business objective of the County to promote the economic enhancement of small businesses (SBE), women-owned businesses (WBE), minority businesses (MBE), and service-disabled veteran-owned small businesses (SDV), collectively known as SWAM.

If you are a SWAM firm, please check one of the following boxes:

SBE WBE MBE SDV

OFFEROR/OFFEROR'S RESPONSIBILITIES:

A. Affirmative Steps: Proposers/Offerors shall take affirmative steps to encourage participation in projects by SWAM firms. Such efforts may include, but are not limited to: the establishment and maintenance of a current solicitation list of small, women-owned, minority, and service-disabled veteran recruitment sources, and assure SWAM firms are solicited once they are identified; when feasible, segmenting total work requirements to permit maximum SWAM participation, and establish delivery schedules to encourage SWAM participation; and assuring that SWAM firms are solicited whenever they are potential sources of goods or services, including using the services and assistance of the Small Business Administration (SBA) and the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (DSBSD).

B. In the spaces below, report the anticipated SWAM firms that you intend to subcontract with if a contract is awarded to your firm. *This information may be submitted with their Proposal/proposal or prior to award.*

<u>Company Name:</u>	<u>Work to be subcontracted to SWAM firms</u>
_____	_____
_____	_____
_____	_____
_____	_____

14.

REFERENCE PAGE
MUST BE FOR EQUIVALENT SERVICES
(Completed Form Shall Be Submitted with the Proposal)

OFFEROR NAME _____

Reference 1

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 2

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 3

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

The Owner reserves the right to conduct additional reference checks.

15. PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an Offeror or Consultant in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Consultant must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices. (Section 2.2-4342(F)(c) of the Code of Virginia).

Please mark one:

No, the Proposal does not contain any trade secrets and/or proprietary information.

Yes, the Proposal does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the Proposal with the Original paper Proposal if proprietary information is contained in the Proposal.**

16. INSURANCE CARRIER ACKNOWLEDGEMENT

In order for the Offeror’s Proposal to be considered, the form below shall be completed by a representative of the Offeror’s insurer and shall be returned with the Offeror’s sealed response to this Solicitation. Failure to provide the completed form may result in a determination that the Proposal is ineligible for award.

The undersigned represents that the insurance requirements specified in “**Exhibit 4**” of this Solicitation are understood, and requirements including the specified forms, can be provided to the County upon the Offeror’s payment of applicable insurance premiums, should the Offeror be awarded a contract as a result of this Solicitation.

Insured’s Name (the Offeror): _____

Insurance Representative’s printed name: _____

Insurance Representative’s signature: _____

Insurance Representative’s Title: _____

Insurance Representative’s Phone Number: _____

Insurance Representative’s e-mail: _____

Insurance Representative’s Office Address:

Note: Providing the above information does not create an obligation between the Insurance Representative and The County of Bedford, Virginia. Its sole purpose is to validate the Offeror has reviewed the insurance requirements with the Insurance Representative, prior to the submission of a Proposal by the Offeror, and if the Offeror is awarded a contract and pays appropriate insurance premiums; that you can provide the coverage and County required forms.

Alternate Employer Endorsement (WC 00 03 01 A),
AND either the single form, CG 20 10 11 85 **OR** CG 20 10 10 01.

The Name of the Person of Organization of the forms shall be as follows:

The Certificate of Insurance, accompanied with all subsequent endorsements shall include and designate “**The County of Bedford, Virginia, its officers, agents, and employees as additional insured on a primary and non-contributory basis**”. The Policy Number shall be printed and shown on the Certificate of Insurance and each additional endorsement.