

# Wythe County

Request for Proposal

For

## Phone System / Service

Contact:

Stephen D. Bear

County Administrator  
Wythe County  
340 South Sixth Street  
Wytheville, VA 24382  
Phone: 276-223-4500

Advertised on County Website: January 3, 2020  
Advertised in the Wytheville Enterprise: January 8, 2020

Submission Due:  
February 6, 2020 2:00 PM Local Time

## 1. Purpose

The purpose for this Request for Proposal (RFP) is to seek a vendor to provide phone services solution for the courthouse operations of the County of Wythe, Virginia. This Request for Proposal (RFP) does not constitute a contract for services performed.

Vendor(s) selected will be evaluated in part on the ability to deliver products on time and within budget, and their demonstrated understanding of the solution required based on their responses and subsequent interviews. The County of Wythe follows the procurement procedures of the Commonwealth of Virginia and the Wythe County Board of Supervisors.

## 2. Background Information

The Wythe County is currently served by a Toshiba system. The new system shall provide telephone/fax services to the courthouse buildings and operations including, but not limited to, the following offices: Commonwealth Attorney, Treasurer, Commissioner of the Revenue, Sheriff's Office, Clerk of Circuit Court, General Registrar, and the General District, Circuit, and Juvenile and Domestic Relations Courts. These offices are located within three connecting buildings addressed as 225 and 245 South Fourth Street. The Wythe County Administration Building and Wythe County Office Building are currently served by an Avaya IP 500 system and are not included in this RFP

## 3. Scope of Services

The major components of the project are detailed below. Vendors responding should be prepared to provide a solution to the specified areas and costing to go along with that solution. There are approximately 120 phones between the three buildings. All hardware required, such as, switch requirements, upgraded wiring, or routers shall be included in the proposal.

Wythe County does not have a preferred solution. However, there are a minimum standard of essential features listed below that should be provided:

- a. Please provide a range of phones priced, from essential features vs. expanded features
- b. Allow incoming calls to Direct Dial a user's number
- c. Keep existing phone numbers
- d. Conference calling, ability to host calls with 10 or more callers. (Voice Conference Technology: the ability to connect to multiple internal and external locations in a conference call structure)
- e. Caller ID
- f. Voicemail
- g. Speaker Phone
- h. Intercom capabilities within a building and to other courthouse buildings
- i. Call forwarding to internal destinations

Expanded features may include but are not required:

- j. Call forwarding to external destinations (including cell phones)

- k. Using a Mobile App and/or desktop app, allowing for transfer of calls to mobile phone but show office phone number
- l. Unified messaging: Ability to selectively route incoming voicemail to mail server (Voicemail to e-mail)
- m. Hot desking, allowing users to use same phone with unique phone number
- n. Ability to send voicemail that converts to text message/e-mail.
- o. Fax to/from phone or e-mail
- p. Connect ability/redundancy with existing AVAYA system

#### **4. Proposal Evaluation**

Due to the variety of options and services available, the County of Wythe will evaluate the RFP submissions and schedule interviews with at least the top two firms. Selection and award to the project will be based upon (in no particular order):

- Options and services
- Ability of the firm to provide the services
- Quality of hardware including, but not limited to, wiring, switches, etc.
- Ability for the proposed solution to be modified and upgraded over time
- Short term and long-term costs
- Ability of the firm to provide customer service
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#### **5. Proposal Requirements**

Proposal Submission - Three (3) signed copies of your proposal must be submitted on or before **2:00 PM on Thursday, February 6, 2020 to:**

**Stephen D. Bear  
County Administrator  
340 South Sixth Street  
Wytheville, VA 24382**

#### **6. Pre-Bid Meeting**

A non-mandatory pre-bid meeting will be held on Wednesday January 15, 2020 at 2:00 pm at the Wythe County Administration Office, 340 South Sixth Street, Wytheville, VA.

## GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

**READ CAREFULLY** - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS INVITATION AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A BIDDER

The procurement documents, *General Terms, Conditions, and Instructions*, to the Invitation for Bid, the Request for Proposal, or other Solicitation, and the response of the bidder (**the “Contractor”**) will be incorporated into a resulting contract as fully and completely as if set forth in such contract in its entirety. The following are the general conditions that will apply to all procurements done by the County of Wythe (**the “County”**).

In addition, any contract awarded from this solicitation may be used by any other public entity for which the County of Wythe acts as a fiscal or purchasing agent.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact (276) 223-4500. We require that you provide at least 48 hours’ notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodations or assistance, which may be required for your participation.

### **GENERAL PROVISIONS:**

Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. This contract is subject to appropriations by the County.

### **GENERAL CONDITIONS:**

1. A bidder may withdraw or cancel a bid or proposal at any time prior to the date set for opening. After such time, the bidder may not withdraw for a period of sixty (60) calendar days. Any bidder may be required to clarify his bid or acknowledge by written confirmation that the minimum requirements of the request for proposal are included in the bidder's proposal.
2. Any invitation to bid, a request for proposal, any other solicitation or any and all bids or proposals may be canceled or rejected when it is determined that it is in the best interest of the County to do so. The reasons therefor shall be made a part of the contract file. Any bid which is incomplete, conditional, obscure, or which is not in conformance with the specifications may be rejected, or any such irregularities may be waived at the option of the County.
3. If more than one bid or proposal received is for the same total amount or unit price, quality and service being equal, the tie bidders shall be invited to resubmit written bids below the original bid and the award shall be made to the bidder with the lowest price.
4. If the lowest acceptable bid exceeds available funds, the County may negotiate with the bidder to obtain a contract price within available funds. The negotiations shall be confined to

- a reduction in the contract price and shall not deal with changes in the contract requirements.
5. Except in the case of an emergency affecting the public health safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost. This paragraph shall not apply to contracts of insurance. Public contracts may be awarded on any other basis.
  6. No contract other than one for the professional services of an accountant, architect, land surveyor, landscape architect, attorney, Doctor of Medicine, or optometry or professional engineer, shall be awarded for a period in excess of three (3) years.
  7. With the following exceptions procurement documents are subject to the Virginia Freedom of Information Act:
    - a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be opened to public inspection.
    - b. Bid and proposal records shall be opened to public inspection only after award of the contract. Any bidder or offerer may be allowed to inspect the bid or proposal records prior to award unless the County decides not to accept any bids and to reopen the contract.
    - c. Trade secrets or proprietary information submitted to the County are not subject to disclosure if requested by the person submitting such information. Any such request must identify what is to be protected and state the reasons therefor.
  8. Any bidder or offerer submitting a proposal to the County subjects himself to the decision of the administrator or the public body as to the quality of what is offered, responsiveness of the bid, responsibility of the bidder, and the qualifications of any offerer. The administrator or the public body, as the case may be, in their sole discretion will evaluate bids or proposals and in all cases the decision made shall be final. Every offerer submitting a bid or proposal agrees to abide by the decisions of such officials as a condition precedent to the submission of the bid.
  9. Once invitations to bid or requests for proposal have been advertised, should a prospective bidder find any discrepancy in or omissions from the specifications, requests for proposal, or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the specified contact person who will send written instructions to all bidders. The County will not be responsible for any oral instructions.
  10. The provisions of Sections 2.2-4305, 2.2-4315, 2.2-4311, 2.2-4312, 2.2-4330, 2.2-4333 through 2.2-4338, 2.2-4340, 2.2-4341, 2.2-4363, and 2.2-4367 through 2.2-4377 of the Code of Virginia of 1950 are incorporated into these conditions by reference as fully as if set forth herein.
  11. The county administrator, may at his sole discretion, require a bid, performance or payment bond in any procurement solicitation. The requirement for such bond shall be clearly stated in the bid documents.

12. By submitting a bid or proposal, the offerer agrees and warrants that he has examined all the contract documents and, if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the offerer from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be a cause to alter the original contract or proposal or for the offerer to request additional compensation.
13. The firm, corporate or individual name of the bidder or proposer must be signed in ink in the space provided for the signature on the page following these conditions. In the case of a corporation the title of the officer signing must be stated, and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm."
14. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.
15. Pursuant to an invitation to bid (IFB), the project will be awarded to the lowest responsive and responsible bidder, as those concepts are defined in Section 2.2-4301 of the Code of Virginia of 1950. When competitive sealed bidding is used the following factors shall be considered in addition to price when determining the lowest responsive and responsible bidder:
  - a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
  - f. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service.
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to perform future maintenance and service for use of the subject of the contract;
  - i. The number and scope of conditions attached to the bid; and
  - j. Any other condition or criteria included in the request for bids or the instructions to bidders.

16. Pursuant to a request for proposal (RFP), when competitive negotiation is the method of procurement, the following factors shall be considered in a descending order of importance in determining the most qualified firm or individual unless otherwise stated in the RFP:
  - a. Any special qualifications or requirements set forth in the proposal documents.
  - b. Qualifications of the project manager and project teams.
  - c. Overall qualifications and experience of firm and any subcontractor to be used.
  - d. Quality of the content of the proposal and its responsiveness to the request for proposal.
  - e. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the services.
  - f. The location of the office that will have the responsibility for providing the services and the ability of the proposer to respond quickly to requests or requirements of the County.
  - g. Financial ability of the firm to perform future maintenance and service for use of the subject of the contract.
  - h. Cost estimates (which may or may not be required at the time of submission of the proposal, depending upon the circumstances.)

**SUBMISSION AND RECEIPT OF BIDS:**

1. To be considered, all bids must be delivered in a sealed envelope, clearly marked with the words "BID DOCUMENTS", bid title, and the name of the item being bid and received in the Wythe County Administration Office no later than the specified date and time for the bid opening. Failure to timely submit such bid shall disqualify the bidder and such bid will be returned to the bidder unopened. NO FAXED BIDS WILL BE ACCEPTED.
2. Unless otherwise specified, bidders must use the invitation to bid form furnished by the County. Failure to do so shall be grounds for rejection of the bid.
3. Bids having any erasures or corrections must be initialed in ink by the bidder. An authorized officer of the company must sign bids in ink. Such authorization shall be a part of the bid document. All bids must either be typewritten or printed in ink.

**ADDENDUMS, BIDS, RFPs:**

Vendors may visit the Wythe County Website to obtain notices about bids, proposals, and addendums.

**PRICES TO BE FIRM:**

The bidder warrants, by virtue of bidding, that the prices, terms and conditions quoted in his bid will be firm for a period of 60 days from the date of the bid opening. NET 30 after receipt of invoice. Price should include shipping.

**INVOICES:**

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Wythe County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County in order to receive payment. All vendors need to submit a W-9 prior

to payment and then annually to the County Administration office if repeat work is performed.

**CHOICE OF LAW:**

To ensure uniformity of the enforcement of the contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

**SEVERABILITY:**

If any provision of the contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and the contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the contract, and the remaining provisions of the contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from the contract.

**NO WAIVER:**

Any failure of the County to demand rigid adherence to one or more of the provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of this contract. Any waiver of a term of this contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

**PERFORMANCE BOND: (THIS PROJECT DOES NOT EXPECT TO REACH THE \$100,000 LIMIT)**

At the time of or prior to the execution of the contract, for any contract for construction or product in which the amount exceeds \$100,000, the Contractor shall furnish to the County the bonds required under Sections 2.2-4336 and 2.2-4337 of the Code and shall otherwise fully comply with the requirements of such sections of the Code. The County reserves the right to require payment and/or performance bonds in the amount of the Contract for any other Contracts, whether or not required by such sections of the Code.

**DELIVERY POINT:**

Unless otherwise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the bid price. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by the County.

**AUDIT:**

The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The County and its authorized agents, state auditors, the grantor of the funds to the County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts or transcriptions.



**CASH DISCOUNTS:**

In determining the award of a bid, cash discounts for prompt payment will be considered. Discount time period computation shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

**BRAND NAMES:**

When a brand name appears in the specifications, it is solely for the purpose of establishing a grade or quality of material. The County does not wish to rule out other brands or manufacturers; therefore, the words "EQUIVALENT TO" are automatically included. However, if a product other than that specified is bid, it is the vendor's responsibility to prove to the County that said product is equivalent to that specified in the bid.

**QUALITY:**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be of the best quality available.

**ACCEPTANCE OF MATERIAL:**

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

**CERTIFICATIONS:**

The Contractor certifies that:

1. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
2. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
3. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;

4. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
5. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

**WARRANTIES:**

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal. The rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the County.

**REQUIRED PAYMENT:**

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the work under the Contract performed by such subcontractor, or (ii) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
3. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract and include in its contracts with any and all subcontractors the requirements these same requirements.

**LIABILITY COVERAGE:**

In addition to that which may be expressly stated in the procurement announcement documents prepared by the County, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best's Key Rating of at least A:V1. The Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days' written notice prior to cancellation

or other termination of such insurance.

**DELIVERY:**

Time is of the essence for delivery of any items, products or service procured as a result of this bid. If delivery is not made at the time specified on the Invitation to Bid / Request for Proposal form, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

**MODIFICATIONS, ADDITIONS, OR CHANGES:**

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000 whichever is greater without the approval of the County. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County.

**BIDDING LIST:**

Wythe County does not maintain a bidding list and will not accept the responsibility for the failure of any competitor to receive a solicitation directly from the County.

**DEFAULT PROVISION:**

In the case of default or breach by the Contractor, or the failure of the Contractor to deliver the services in conformance with the specifications in the contract, the County shall give written notice to the Contractor specifying the way the contract has been breached. If the County gives such notice of breach and the Contractor has not corrected the breach within fifteen (15) days of receipt of the written notice, the County shall have the right to immediately rescind, revoke or terminate the contract and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

**CONTRACTUAL CLAIMS PROCEDURE:**

Contractual claims or disputes, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be

forwarded to the Contractor by written notice.

If the Contractor disagrees with the decision of the County concerning any pending claim, the Contractor shall promptly notify the County by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the County or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

**PRICING:**

In the event of discrepancy between the total pricing and unit prices, the County in its sole discretion, shall determine the bid price.

**NEGOIATIONAL WITH LOWEST BIDDER:**

The County of Wythe reserves the right to negotiate with the lowest responsible bidder if the low bid exceeds available funds. This provision will be used in accordance with Virginia Code 2.2.4318.

**COPYRIGHTS OR PATENT RIGHTS:**

The bidder warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this bid. The bidder agrees that the County of Wythe shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

**OWERNERSHIP OF DOCUMENTS:**

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under any resulting contract shall be remitted to the County by the Contractor upon completion, termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this contract.

**FEES INCLUDED IN BID PRICE:**

Submitted bids shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

**TAX EXEMPTION:**

The County of Wythe is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

**TERMINATION:**

The County may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's work under this contract.

**CERTIFICATION AND ABILITY:**

The County of Wythe reserves the right to request from the bidder, a separate manufacturer's certification of all statements made in the bid. The County may request any or all bidders to furnish proof of experience, ability and financial standing.

**SIGNED BID CONSIDERED AN OFFER:**

THIS INVITATION TO BID / REQUEST FOR PROPOSAL MUST BE SIGNED AS HEREIN PROVIDED. Submission of this signed invitation shall be considered an offer by the bidder or contractor to sell the items or services as required in the specifications. All bids are subject to approval by the County Board of Supervisors. In the case of default by the bidder or contractor after acceptance of a bid, the County of Wythe may take such action, as it deems appropriate, including forfeiture of any and all bonds or other security and legal action for damages or specific performance.

**COMPLIANCE WITH LAWS:**

The bidder is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Wythe shall be held harmless from any liability. The Contractor agrees to indemnify, defend and hold harmless the County and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature provided by the Contractor, provided that such liability is not attributable to the sole negligence on the part of the County or to failure of the County to use the materials, goods, or equipment in the manner outlined by the Contractor and descriptive literature or specifications submitted with the Contractor's bid.

Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to the County under this contract assures the County that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and

4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

**AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA:**

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

**ACCEPTANCE OR REJECTION OF BIDS:**

The County of Wythe reserves the right to accept or reject any or all bids/offers/proposals. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Wythe County reserves the right to make a site visit to the facility prior to bid award.

**RULING LAW:**

This invitation to bid / request for proposal and any contract executed pursuant hereto of which this invitation shall be an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the County of Wythe or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Abingdon, Virginia.

**NONDISCRIMINATION PROVISIONS:**

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for

proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

**FAITH BASED ORGANIZATIONS:**

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then the Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

**NOTICE**

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

**Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County Administrator.**

**INSURANCE:**

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting

there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

**QUESTIONS REGARDING THE BID/PROPOSAL:**

Questions should be directed to:

Todd Catron  
340 South Sixth Street  
Wytheville, VA 24382

Telephone: 276-223-4500  
Email: [todd.catron@wytheco.org](mailto:todd.catron@wytheco.org)



**ANTITRUST:**

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

**ASSIGNMENT OF CONTRACT:**

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

**AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that Wythe County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

**ANTI-COLLUSION CERTIFICATION:**

By my signature on the face of this bid, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**KICKBACKS:**

I certify and warrant that by my signature on this solicitation, neither I nor the bidder for whom I am authorized to act has offered or received any kickback from any other bidder, supplier, manufacturer, or subcontractor in connection with bid on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

**DEBARMENT:**

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

**INDEMNIFICATION:**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Wythe and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

**CONTRACT:**

Any contract resulting from his bid shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Invitation for Bid, together with the bidders response, which consists of this document, the Price Schedule and other bid documents attached hereto or submitted with this document.

**DRUG-FREE WORKPLACE:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor 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.

**DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT:**

The contractor certifies that none of the persons who will provide services on school property or requiring direct contact with students has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years. The contractor further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit

profits derived from the contract. Further, the contractor understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

**PROPRIETARY INFORMATION:**

Ownership of all data, materials, and documentation originated and prepared for the County of Wythe pursuant to the INVITATION FOR BID / REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The bidder must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Bid and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid.

**NOTICE OF PROPRIETARY INFORMATION FORM**

**IFB/RFP Title:** \_\_\_\_\_

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

| Section Title | Page # | Reason(s) for Withholding from Disclosure |
|---------------|--------|---|
|               |        |   |
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**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
  
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
  
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government’s ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4)12 C.F.R. 309.5(c)

**BID/PROPOSAL FORM, DECLARATION, AND SIGNATURE PAGE**

**IFB/RFP Title:** \_\_\_\_\_

**Total Project Cost:** \$ \_\_\_\_\_  
(Lump sum, additional breakdown may be submitted via attachment)

**Estimated Completion Date:** \_\_\_\_\_

BIDDERS SIGNING THE BID FORM AGREE THAT THE PRODUCT BEING BID CONFORMS TO ALL SPECIFICATIONS LISTED IN THE BID. BIDDER CERTIFIES THAT BY SUBMISSION OF THIS BID, HE HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID.

DATE \_\_\_\_\_ PAYMENT TERMS NET 30

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE # \_\_\_\_\_

\_\_\_\_\_ FAX # \_\_\_\_\_

\_\_\_\_\_ EMAIL \_\_\_\_\_

FEIN \_\_\_\_\_ VA BUSINESS LICENSE NO. \_\_\_\_\_

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO AUTHORIZED PER VA CODE §2.2-4311.2 \_\_\_\_\_

**TO THE COUNTY OF WYTHE:**

1. The undersigned hereby declares that he (it) is the only person (firm) interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official of the School Board or any person in the employ of the Board of Supervisors is directly or indirectly interested in the bid or any portion of the profit thereof.
2. The undersigned also declares that he has carefully examined the invitation to bid specifications and all annexed instructions and contracts and will provide all the required services and will fulfill all the terms of the bid, if selected.

SIGNATURE / TITLE \_\_\_\_\_

NAME / TITLE (please print) \_\_\_\_\_

To receive consideration for award, this signature sheet must be returned, as it shall be a part of your response.

**NOTICES**

**IFB/RFP Title:** \_\_\_\_\_

All requests, notices and other communications required or permitted to be given under the contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, telecopy, or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

Notices to the County shall be sent to:

Wythe County Administration

340 South Sixth Street

Wytheville, VA 24382

Notices to the Contractors shall be sent to: (*BIDDER, PLEASE COMPLETE!*)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_