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# PITTSYLVANIA

COUNTY, VIRGINIA

**PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS**

**REQUEST FOR PROPOSAL  
RFP: 2021-02-09**

**TIME, ATTENDANCE AND PAYROLL SYSTEM**

**CONTACTS: CONNIE GIBSON, PURCHASING MANAGER  
434-432-7744**

[Connie.gibson@pittgov.org](mailto:Connie.gibson@pittgov.org)

Pittsylvania County, Virginia  
RFP # 2021-02-09  
Payroll, Time and Attendance System

**GENERAL INSTRUCTIONS TO OFFERORS**

**DUE DATE:** Sealed Proposals will be received until **March 5, 2021**, no later than **11:00AM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**ADDRESS:** One electronic version (flashdrive) and (4) hard copies of the proposals should be mailed, or hand delivered to:

**Pittsylvania County Purchasing Department**  
**Att: Connie Gibson**  
**1 Center Street**  
**Chatham, VA 24531.**

All Proposals must be in a sealed envelope or box and clearly marked in the lower left corner: **"Sealed Proposal - RFP #2021-02-09, "Payroll, Time and Attendance"** Proposals not so marked or sealed shall be returned to the offeror and will not be considered.

Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and include the title of the individual signing on behalf of the offeror (see page 2). All expenses for making Proposals to Pittsylvania County shall be borne by the offeror. **All Proposals shall be received by 11:00AM, March 5, 2021.** Any proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

**QUESTIONS:**

1. All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than 10:00 p.m., Wednesday, February 17, 2021. Questions may be emailed to [Connie.gibson@pittgov.org](mailto:Connie.gibson@pittgov.org).
2. All responses to questions will be posted on Pittsylvania County website: [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov) by February 18, 2021, by 2:00 p.m. The offeror has the sole responsibility to go to the website and receive the responses or by contacting Connie Gibson requesting they be emailed. The responses will be an addendum to the RFP. All such responses by the County shall become part of the RFP.
3. Oral instructions do not become part of the proposal documents.

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Pittsylvania County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Pittsylvania County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address Of Firm:

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

\_\_\_\_\_ By: \_\_\_\_\_  
(Signature in Ink by Officer of the Corporation)

\_\_\_\_\_ Name: \_\_\_\_\_  
(Please Print)

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

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

E-mail: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

State Corporation Commission #: \_\_\_\_\_  
Receipt of the following Addenda are acknowledged: **Attach a copy of your company's SCC Certificate and a list of officers**

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_  
(Please note all addenda's)

**(Return this Form)**

## **A. PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit proposals to furnish/provide a Time and Attendance software solution, compatible with current H.R./Payroll Software system (Keystone) for Pittsylvania County. This solution can be either hosted or on premise software, preferably via web services. This system will need to provide a comprehensive security methodology for any data access outside the County's network via the internet.

Employees report to work at multiple facilities including County Administration (includes County Attorney, Economic Development, Finance, IT, Administration, Human Resources), Community Development, Public Safety (includes E911, Fire and Rescue, EMS), Sheriff's Office, Jail, Registrar's Office, Commission Of Revenue, Treasurer, Clerk of Court, Animal Control, Pet Center, Four (4) Libraries, Parks and Rec and Public Works (includes Solid Waste, Building and Grounds, Service Authority). The County shall add other departments not listed or any new departments at any time during the contract.

**Software must interface with the County's current financial system, Keystone Information Systems.**

## **B. SCOPE OF SERVICE**

The Time and Attendance Software proposed should include electronic time and attendance data entry (card reader clocks and web-based time entry for example); Keystone interface capability, security and confidentiality features, electronic approval process, real-time reporting, cost of all software (including initial cost and recurring rate cost), setup, installation, programming, personnel training, and software specific equipment.

Specifically, the system must be capable of capturing employee time, the automation of payroll processing, and the generation of reports and be able to easily support the following but not limited to:

- Multiple users / ability to set up management access to different access levels.
- Ability to clock in on mobile applications.
- Provided mobile applications; should be compatible with iPhone and Android.
- Configurable job codes.
- Supervisor ability to review and act upon time entries.
- Global time entry; global modification options for job codes, etc.
- Flagging of missed punch information.
- Ability to close payroll weeks to not allow changes after payroll has run except by payroll administration.
- Ability to auto-run reports and delivery via email.
- Messaging system for group communication.
- Scheduling capabilities to include input, review and editing of schedules.
- Supports rounding of hours that is customizable.

- Automatically adjust to time and date changes due to the number of days in the month, daylight savings time, leap year, etc.
- Data Integrity and Backups.
- The system must be operable 24 hours a day, 7 days a week, and 365 days a year.
- The system must provide for data integrity in the event of power outages, power surges, or damage to all or part of the database platform.
- The system must allow for punching, editing, calculating, reporting, and system backup without going offline

## **C. REPORTING**

A. Full data model and detailed database table descriptions to aid in report generation

B. All reports available in user selected format: PDF and Excel spreadsheet.

C. The system must produce the following reports using accurate, up-to-the-minute data:

- Individual employee time sheet;
- Daily hours by time by project/employee/division/department;
- Weekly hours by project/employee/division/department;
- Annual hours by project/employee/ division/department;
- Exception report by employee/division/department;
- Absentee report by employee/division/department;
- Punch detail;
- Weekly time card by employee/division/department;
- Overtime tracking and monitoring including overtime asked/refused;
- Employee schedules (input, review and changes);
- History/archival reports for at least 5 years;
- Punch edit history.

## **D. TRAINING**

The implementation must include training both for system administrators and end users.

### **Support**

- a. The Offeror must be able to provide 24/7/365 support for the system, including system administrator information;
- b. The Offeror should provide a dedicated direct support representative that the Department can contact for support related issues or problems.
- c. The dedicated support representative must handle all problem resolution and escalation for the Department;
- d. The County desires a response time of two (2) hours or less on reported problems.

## **E. PROPOSAL FORMAT**

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order 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:

- An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
- A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, etc.
- A description of the Offeror's understanding of the requirements contained in the Scope of Work
- Capability and functionality of the proposed solution and how it meets the needs of the County.
- Key personnel, including experience history, who will be assigned to work on the project/provide services. Identify all subcontractors/sub-consultants who will work on the project/provide services and define their roles.
- Successes on projects similar in size and scope.
- The timeframe for project implementation and completion.
- A statement of financial status of the firm.
- Three References

## **F. EVALUATION OF PROPOSALS: SELECTION FACTORS**

All proposals meeting the requirements of this RFP shall be reviewed and rated by a County evaluation committee according to the criteria listed below. The County expressly reserves the right to reject all proposals received.

- Experience and qualifications of the key personnel. (25 points)
- Project approach, work plan, timeline, deliverables and project management. (30 points)

- Quality, completeness, and responsiveness of the proposal. (25 points)
- Cost (10 points)

#### G. AWARD PROCEDURES

**AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Presentation may be required. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

**Note: Offerors should expect to provide a demonstration of the proposed solution.**

#### H. SPECIAL TERMS AND CONDITIONS

**BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (120) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the County's website, [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov) and on the County Public Notice Bulletin Board located at 1 Center Street, Chatham, VA 24531.

**CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the

contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**OWNERSHIP/FOIA:** Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP 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 an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item, prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to B-30 Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**COOPERATIVE PURCHASE:** If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Pittsylvania County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

**RENEWAL OF CONTRACT:** This contract will be for three (3) years and may be renewed by the County for two (2) successive three- year periods under the terms and conditions of the



original contract. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

**CYBER SECURITY AND PRIVACY BREACH INDEMNIFICATION:** In the event, there is a breach of confidential or private information from County data due to any alleged act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of the contract, the Contractor shall indemnify the County, its elected officials, officers employees, and volunteers for all costs associated with the privacy or security breach including the costs of professional external Information Technology services to contain and or terminate the security failure or privacy event, professional external Information Technology services to conduct a forensic investigation to determine cause, and scope of the breach including who may have been affected by the breach, services to research and identify current address information to contact those affected, third party notification services, third party identity theft, and identity restoration insurance and or services, legal services and advices relating to the security failure or privacy event, external communications firm services to provide call center services, press releases, and answer questions related to the breach for those affected, regulatory fines, penalties or assessments levied against the County as a result of the breach including State, Federal, PCI, and, and shall fully indemnify the County for any third party claims resulting on account of loss of or damage to any property or for injuries to or death of any person.

**Confidentiality:**

Confidential Information may be supplied to the Contractor solely for the purposes of performance under the Contract and Contractor agrees not to use this data for any other purpose or to disclose the data to any third party. Contractor shall be liable for any damages arising from breach of any local, state, or federal confidentiality or privacy laws related to the Contractor's performance under the contract. Contractor shall take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of the contract. This obligation of confidentiality will not apply to information that:

- a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this contract by a party or its employees or agents;
- b. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- c. a party receives from a third party who has a right to disclose it to the receiving party; or
- d. is the subject of a court order, subpoena, or other legitimate disclosure request or demand under the Virginia Freedom of Information Act, Va. Code §2.2-3700, et seq. or similar applicable public disclosure laws governing this contract; provided, however, that in the event you receive a public records, subpoena or other similar applicable request or demand, you will give us prompt notice and otherwise perform the functions required by applicable law.

- e. Any violation by Vendor of any provision under this Confidential Information section shall constitute a material breach of this contract, and as such the County reserves the right to terminate the contract immediately without penalty and pursue any remedies allowed by law to prevent or remedy a breach by the Contractor of its obligations to the Confidential Information section to include injunctive relief.

PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS

PURCHASING DEPARTMENT

I. GENERAL TERMS AND CONDITIONS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

(1) During the performance of this contract, the contractor agrees as follows:

- A. Nondiscrimination Clause: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Equal Opportunity Employer: The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2)Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

(3) 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, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5.Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6.Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best

rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants 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. The signing agent understands 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. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid 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 exchange. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal 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.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the party of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/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 cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or

accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, 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, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

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Name of Official

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Title

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Firm or Corporation