



**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

REQUEST FOR PROPOSAL

RFP: 2019-12-11

Inmate Telephone Services for Pittsylvania county Jail

CONTACTS: CONNIE GIBSON, PURCHASING MANAGER
434-432-7744
Connie.gibson@pittgov.org

Pittsylvania County, Virginia
RFP # 2019-12-11
Inmate Telephone Services

GENERAL INSTRUCTIONS TO OFFERORS

DUE DATE: Sealed Proposals will be received until **January 21, 2020**, no later than **11:00AM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Four (4) copies of a sealed proposal and one (1) electronic version shall be submitted no later than 11:00 a.m., January 16, 2020 to the following:

**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 #2019-12-11, "Inmate telephone Services"** 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, January 21, 2020.** 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 a.m., January 6, 2020. Questions may be faxed to (434) 432-7746 or emailed to Connie.gibson@pittgov.org.
2. All responses to questions will be posted on Pittsylvania County website: www.pittsylvaniacountyva.gov by January 7, 2020, 4:00pm. 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. INTRODUCTION

Pittsylvania County Jail is looking for experienced vendors for the Inmate Telephone Services. The intent of this RFP is to secure a vendor to furnish and install an inmate phone system at the Pittsylvania County Jail. This shall be a “turn-key” project to include maintaining the telephones, enclosures, and associated wiring in proper working order. This request shall also include local, intraLATA, and interLATA calling capabilities and the payment of commissions on these calls. NOTE: Technical requirements listed are based on our limited knowledge of Inmate Phone systems. Vendors are encouraged to propose alternate/additional items that would enhance the County’s system.

B. SCOPE OF SERVICE

Scope includes the provisioning of approximately 60 to 100 inmate telephones located at 11 Bank Street, Chatham, VA 24531. The inmate telephones shall be installed and maintained at no cost and the County shall be paid a commission fee for the local, intraLATA and interLATA toll usage. Vendors’ proposals shall include providing the stations, control system, maintenance, collections, and local and intraLATA toll service. The successful vendor shall inspect each installation site and, if necessary, provide replacement wiring, enclosures or panels as currently installed. If there are any installation requirements over and beyond those already provided at each site that are necessary for the operation of any telephone, such requirements shall be supplied at the expense of the successful vendor.

C. TECHNICAL REQUIREMENTS -INMATE PHONE SYSTEM

There will be no charge by the vendor for the telephone lines, station equipment, cabling, vendor work, associated wiring or any other cost to install and maintain the inmate telephone service.

The vendor must comply with all applicable regulations and mandates set forth by the State Corporation Commission (SCC) and the Federal Communications Commission (FCC). The vendor is responsible that each installation is in compliance with the Americans with Disabilities Act. The vendor is responsible for all permits applicable to the installation, operation, and maintenance of the telephone equipment, enclosures, associated wiring, and dial tone services. The vendor must provide assurance that its system is free from claims of patent infringement and must agree to indemnify the County with regard to patent infringement liability associated with the utilization of its inmate telephone system.

D. OPERATIONAL FEATURES

The system for inmate calling service must satisfy the following operational features
But not limited to:

- One-way, out-going only service.
- Collect-only, station-to-station-calling
- Direct dialed calls of any type must be prohibited.

- Access to “411” and/or “555-1212” information service must be prohibited.
- Access to all toll free numbers must be prohibited.
- Access to multiple long distance carriers via 800+, 888+, 900+, 950+, 976+ or 10XXX numbers and other calls as defined from time to time by the County must be prohibited.
- Access to the “911” emergency system must be prohibited.
- Cut-off control switches should be provided to facility officials to control telephone service availability. The location of the switches will be specified by each location. The use of the cut-off switches must not adversely impact station performance, i.e., no loss of restriction or programming capabilities upon return to service.
- The system must be capable of requiring the use of authorized Personal Identification Number (PIN) assigned to each inmate.
- The system must be able to take an individual station out of service.
- The Vendor must be able to provide the following call detail information:
 1. Reports by PIN for both completed calls and attempts.
 2. Reports on specific PIN or PINs on demand.
 3. Queries on the system as to whether a specific telephone number is in the system on demand.
- Ability to have restrictions vary by the combination of inmate and called-party so that special treatment may be afforded for calls to attorneys or other privileged communications.
- The system must have the ability to limit calls to a specified duration by PIN and by specific telephone numbers assigned to a PIN.
- All collect calls must be processed without the involvement of a live operator.
- The system must be able to detect, in real time, the called party’s attempt to access 3-way or conference calling following the connection of the call between the inmate and the called party, regardless of where the called party is located or whether the called party has first accepted the call. The system must have the option to terminate the connection instantaneously upon detection of the attempt to access 3-way or conference calling. The Vendor must provide a detailed technical description of how the proposed system functions in controlling the 3-way calling. Responding Vendors will explain the technical problems inherent in the multiple central office environment, the technology used to detect and disconnect these calls, and the average percent success that can be expected from the equipment/system. The Vendor must be willing to perform a product demonstration, to the satisfaction of the County, of its ability to detect and disconnect 3-way calling on all local, toll and long distance calls.
- The 3-way calling prevention features must be able to be deactivated on a per number dialed, per inmate basis. This would permit call transfer or 3-way conferencing of specific inmate calls placed to certain telephone numbers such as those at attorney’s offices.

- Call acceptance by the called party is to be accomplished through an active process initiated by the called party. The active process required is the dialing of a digit on the called party's telephone.
- The active call acceptance method must permit the called party to accept the call by dialing the digit specified not only on a Touch-Tone telephone but also on a rotary dial telephone
- During the call set up process, a pre-recorded announcement identifying that the collect call is coming from a specific inmate at a specific Correctional Institution must be heard by the answering party. The identification to the called party of the identity of the inmate who is placing the call must be done by a pre-recorded statement of the inmate's name. It is not permissible to require or permit the inmate to state his name during the call set up process. No pre-acceptance communication by the inmate who is placing the call is permitted. However, the inmate must be able to hear the call set up announcements and acceptance results which occur after the call has been answered.
- Provide an announcement that overlays as background to the voice conversation stating that the call is from a Correctional Institution. The system must allow this overlay announcement to be automatically played intermittently during the call.
- The system must provide centralized system reporting capabilities and must be capable of producing immediate, real-time reports.
- The system must be able to establish call time limits by telephone number for inmate calls. A warning tone or announcement must be given to the caller prior to the call being terminated. The system must be able to have this limiting factor disengaged for specific numbers, i.e., attorney's numbers.
- The system must be capable of denying certain specific telephone numbers from inmate calling. Vendors will state the number of eleven digit numbers that can be blocked per PIN.
- Vendor shall supply one TTY phone to each facility.
- System should provide for debit/prepaid accounts that would allow others to prepay for inmate calls.
- The vendor will need to have a program that will proactively attempt to set-up an account for individuals who are not able to accept collect calls, enabling families to quickly communicate with incarcerated individuals. Please describe your program.

E. MAINTENANCE

The selected vendor shall provide the necessary labor, parts, materials, and transportation to maintain the proposed non-coin collect only equipment, and all software in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. No charge will be made for maintenance.

The vendor must provide a free-of-charge repair service number manned by a live, trained attendant to receive trouble reports 24-hours a day, seven days a week, 365 days a year.

Out-of-hours and weekend repair service will be limited to essential repairs only. However, the vendor must respond to these repairs when required. The vendor shall inform the affected facility as soon as possible of any occurrence of an unusual nature that may result in prolonged or serious service interruption. The vendor shall perform any work requiring prolonged or serious service interruption at a time which will cause minimum disruption to the users in agreement with the designated representative and at a time mutually agreed upon.

The vendor shall be responsible for preventive maintenance as may be required by the equipment manufacturer and as necessary to maintain the level of services proposed.

F. TECHNICAL REQUIREMENTS – INTERLATA SERVICE

The carrier shall adhere to, but not be limited to, the following:

- Complete all collect calls.
- Provide automated operator assistance, 24 hours a day, seven days a week, at no additional expense to the billed party.
- Callers must be able to call to all geographic areas in North America.
- The system must be capable of processing calls on a selective, bi-lingual basis (English and Spanish). The inmate must be able to select the preferred language using no more than a two-digit code
- Provide a toll-free number for service problems to the jail administrators.
- Electronic call record detail must be retained for the entire life of the contract should the City require an audit of the commission payments.
- It is the responsibility of the vendor to recognize and stop fraudulent calling. No additional surcharges are to be placed on calls from the City as a result of fraudulent calling or the vendor's inability to collect billed charges.

G. CALL RATE AFFORDABILITY:

The inmate telephones will be used exclusively by our inmates with outside citizens being billed for the collect calls. Therefore, it is essential that the services are provided at reasonable and customary rates and charges.

H. FINANCIAL/COMMISSION REQUIREMENTS

The vendor is to provide commission payments to the County based upon a percentage of the gross billed revenue, less applicable state or federal taxes, generated at each inmate telephone station. Gross revenue is defined as revenue for all billed calls without exception. The following will be required of each vendor:

The vendor shall maintain complete and accurate call accounting records for three (3) years which shall be available for audit.

The vendor must provide commission checks on a monthly basis. Checks will be accepted from more than one vendor (i.e., separate checks can come from the prime vendor and subcontractor(s)). The checks must be accompanied by a report that as a minimum includes:

Monthly gross revenue generated by telephone by cash and non-cash categories.

Monthly gross revenue generated by revenue category, i.e., local, and IntraLATA, or InterLATA, with accompanying commissions calculated by telephone.

It is solely the vendor's responsibility to collect the revenue on the collect calls generated through the inmate telephones. Uncollected or uncollectible calls are not to be subtracted from the gross revenue base for the purpose of determining the commission payments.

The vendor shall agree that the county bears no responsibility for theft of funds, and furthermore, that no stolen or lost funds will be deducted from revenue on which commissions are paid.

The vendor shall agree that the County will bear no responsibility for unbillable or uncollectible calls.

I. TERM OF AGREEMENT

The contract shall be for a three-year period, with an optional 3- year renewal period. Should there be a rate hike or an unacceptable quality of service, the County reserves the right to cancel the contract.

The County also reserves the unilateral right to cancel the contract on thirty (30) days' notice, for the convenience of the County.

J. TERMS AND CONDITIONS

a) System Responsibility:

The Vendor is responsible for a complete installation and shall provide a complete and tested system. Any required interface equipment, although not specifically mentioned in this request for proposal, must be provided by the Vendor without cost.

b) Project Manager:

A Project Manager, named in the Letter of Transmittal, shall be responsible for coordination of all activities between the County and the Vendor and all subcontractors.

- c) **Storage and Security:**
Materials, tools, components and equipment may be stored at the sites only with the permission of the Jail and at the vendor's sole risk.
- d) The Vendor shall, at all times, maintain adequate protection of all his property against damage or loss and shall protect the property at the sites against damage or loss arising in connection with the performance of this contract.
- e) **Site Clean Up:**
The Vendor shall clean up and remove all debris and packaging material resulting from his work. Upon completion of the installation, the premises shall be left in order and ready for immediate use.
- f) **Independent Contractor:**
The Vendor shall perform the services under this contract as an independent contractor. The Vendor will provide any payment for Workmen's Compensation Insurance where required by law. The Vendor shall also be responsible for Social Security and other payroll taxes, including the payment of all income taxes withheld from the pay of employees performing services under this proposal as required by law.

g) **VENDOR'S RELATIONSHIP TO THE COUNTY**

It is expressly agreed and understood that the Vendor is in all respects an independent contractor as to work and is in no respect any agent, servant, or employee of the County. The contract shall specify the work to be done by the Vendor, but the method to accomplish the work shall be the responsibility of the Vendor.

The Vendor may subcontract services to be performed hereunder with the prior approval of the County, which approval shall not reasonably be withheld. No such approval will be construed as making the County a part of, or to, such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Firm of its liability and obligation under this contract; and despite any such subcontracting the County shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

The Vendor shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this contract without the consent of the County.

K.PROPOSAL FORMAT

All vendors must submit their response in the following format:

1. Letter of Transmittal should include the following:
 - Statement indicating the company that will be providing the required services and indicating any subcontractors, which will be utilized.
 - Provide complete contact information including name, address, phone, fax, and e-mail address.
2. Vendor's Experience & References
 - The proposal shall include all relevant history and experience of the vendor in providing similar services. Work history shall be specific to the proposed services in the Corrections industry.
 - The proposal shall include a minimum of three (3) references where the vendor.
3. Support Structure

The proposal shall include the vendor's support structure for all those individuals who will be involved in the implementation and support for the proposed services. This must include support for all aspects of the managed services and technical specifications.

L. 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. Furthermore, the County expressly reserves the right to reject any and all proposals, and to waive any of the terms, conditions, and provisions contained in the RFP.

- Experience of the firm and references in Virginia. (30 points)
- Experience and qualifications of the personnel. (20 points)
- Project approach, work plan, timeline, deliverables and project management. (30 points)
- Quality, completeness, and responsiveness of the proposal. (10 points)
- Commission Rate (10 points)

M.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. 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.

N.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 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 one (1) successive three (3) year period 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.

**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 thirty (30) 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 thirty (30) 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 thirty (30) 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.

Name of Official

Title

Firm or Corporation

STATEMENT OF DISCLAIMER

RE: _____ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: _____

BY: _____

TITLE: _____