



Proposal Title: Bill Payment Kiosk

This is the Bedford Regional Water Authority's (Authority) Request for Quotation (RFQ), issued **January 5, 2022**, for a bill payment kiosk. Direct inquiries for information should be directed to Marcie McIvor: e-mail: m.mcivor@brwa.com; Phone: 540-586-6097.

Quotes will be accepted prior to **January 19, 2022 at 4:00 p.m.**; however, only the names of firms responding will be available for announcement. Proposals received after the above stated due date and time shall not be considered. Submit proposals electronically, via email to m.mcivor@brwa.com and j.underwood@brwa.com. Any alteration or changes to this RFQ will be made only by written addendum issued by the Customer Service Manager, and all Offerors are responsible for obtaining issued addenda from the Authority's website: www.brwa.com. All addenda will be posted no later than five calendar days prior to the proposal submission deadline. In this case, by **January 11, 2022 at 4:00 p.m.**

Information the Offeror deems Proprietary is included in the proposal response in section(s):

See Paragraph B. on page 2 for guidelines on submitting proprietary information. In compliance with this Request for Quotations and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____
Fed ID OR SOC. SEC. NO.: _____ Date: _____
Address: _____ Phone: (____) _____
Signature: _____ E-mail address: _____
Typed or Printed Name, Title

I. SUBMISSION OF PROPOSALS

A. Submit one (1) copy of the proposal in an electronic format, via electronic mail to m.mcivor@brwa.com and j.underwood@brwa.com. The Authority will not assume responsibility when delivery instructions have not been followed. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the Authority to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Late proposals will not be considered.

B. Submission of Proprietary Information - Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection

of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. (Section 2.2-4342 F. of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.

- C. The Authority reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the Successful firm. The Authority reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interest.
- D. By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposal responses.
- E. By submitting a proposal, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the Authority.
- F. By submitting a proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- G. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

- H. The Authority will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal. All proposals submitted will become the property of the Authority.
- I. By submitting a proposal, the Offeror is certifying that Offeror is not currently debarred by the Authority, or in a procurement involving federal funds, by the Federal Government. A copy of the Authority debarment procedure in accordance with Section 8 of the Authority's Purchasing Policy is available upon request.

II. PURPOSE

The Bedford Regional Water Authority is seeking proposals from qualified firms for a bill payment kiosk that will have the ability to accept various forms of payment for customer's water and sewer bills, as well as other related payments. The kiosk will be located at the Authority office located at 1723 Falling Creek Rd Bedford, VA 24523.

III. BACKGROUND

The Authority was chartered December 18, 2012 under the Virginia Water and Waste Authorities Act and Sewer Authorities Act, Chapter 51 Title 15.2 of the Code of Virginia 1950 as amended, by concurrent resolutions adopted by the Bedford County Board of Supervisors and the City Council of the City of Bedford, Virginia (now the Town of Bedford). The Authority is authorized to acquire, finance, contract, operate, and maintain water systems, sewer systems, sewerage disposal and treatment systems, and other facilities or combinations thereof; furthermore, it is able to borrow money and to issue its revenue bonds to pay all or any part of the cost of such systems and facilities and related financing costs.

Bedford County is one of the fastest growing areas in the Commonwealth of Virginia. It encompasses 753 square miles of Piedmont Plateau in the Western Central portion of Virginia and is bordered by the Blue Ridge Mountains to the west, the James River to its northeast and Smith Mountain Lake to the south. It has rolling, hilly terrain with elevations ranging from 800 to 4200 feet above sea level.

The most recent population figure for Bedford County, including the Town is 78,997 (*source: US Census 2019 Population Estimate*). As of June 30, 2021, water connections totaled 14,274 and sewer connections totaled 5,406.

IV. SCOPE OF SERVICES

The Bedford Regional Water Authority currently receives bill payments in person, through web-based software from Harris Corporation, known as Impresa, over the phone via IVR through the Invoice Cloud service, and by mail. The Authority does not currently have any bill payment kiosks.

HISTORICAL DATA:

This information covers the fiscal year: 7/1/2020- 6/30/2021

Cash total	\$181,417.43
Check total	\$9,081,674.18
Credit Card total	\$2,471,563.07
Charge total	\$11,734,654.70

Average water bill \$77.00

Offerors should furnish all labor for installation and implementation, materials, software, documentation, training, third-party licensing if applicable, and technical support necessary for the proposed solution. The proposed solution should include the following:

- A. The kiosk located at the Authority will likely need to be a stand-alone/drive through unit. The bill payment kiosk shall offer 24/7 self-service options for customers to pay with cash, check, or credit cards. No fee is to be assessed for any payment option other than for the use of a credit card.
 1. The types of Authority bills that need to be paid through the kiosks are water and/or sewer bills, both current and delinquent, connection fees and capital recovery fees, as well as any other miscellaneous charges.
 2. Customers shall have the ability to access their account information through the kiosk by searching by their account number, service address, or account name.
 3. At a minimum, the kiosk should have a touchscreen, receipt dispenser, check reader, credit/debit card reader, trackball (for ADA compliance), and cash acceptor.
 4. **The Offeror shall state any other requirements that will be necessary for placement of the kiosk (i.e. electrical, any weather protection, etc.)**
 5. **The Authority has funding allocated for the purchase of the kiosk for the current fiscal year ending June 30, 2022; the installation and implementation of the kiosk, must fit within this timing and any scheduling issues must be communicated to the Authority, should they arise.**

B. Information Technology Requirements

1. Software Requirements –

- a. The bill payment kiosks must be cloud-based without the possibility of any data being stored within any hardware components of the kiosks themselves.
- b. The kiosk shall have the ability to generate a printed receipt or email a receipt to the customer. (Texting a receipt is optional functionality)
- c. Recorded payments accepted at the kiosks shall be transmitted in one of the two following ways: **(How the payments are transmitted shall coincide with how the data is exchanged as noted above)**
 - A payment file is provided by the vendor with account type, account number, payment amount, payment type, authorization number, etc.
- d. Payments are recorded to a preliminary database on the Authority's server using a web service provided by the Authority. The kiosk shall utilize a Level 1 PCI compliant payment platform.
PCI Compliance is an industry standard for the storing of credit card numbers and data. The Authority does not, nor will it, store credit card numbers. The vendor must encrypt credit card numbers when calling the credit card provider. Credit card numbers will not be transmitted to the Authority in the payment file or the payment data exchange.

2. Hardware Requirements –

- a. The bill payment kiosk must have functionality to securely protect the cash acceptor and the money contained within the kiosk.
- b. A securely maintained wireless router with hardened firewall must be installed that provides internet connectivity over a secure cellular network.
- c. The payment kiosk must have a backup power source contained within the machine that allows for a minimum of 20 minutes of power, the ability to perform a graceful shutdown should the outage last longer than is sustainable on battery, and a restart once power is restored and stable for 5 minutes, should the main source of power become interrupted.
- d. The kiosk and associated equipment must be physically secured to avoid tampering and the insertion of card skimmers.
- e. Unique keys must be used for physical access to non-customer-facing components.
- f. Enclosures must be weather proof.

3. Reporting Requirements –

- a. Authority staff shall have the ability to generate reports related to the transactions generated from customer use of the payment kiosks. At a minimum, these reports shall

include the transaction number, customer name, date of transaction, amount of transaction, type of transaction, account number, and availability of a daily reconciliation report.

- b. Reports shall have the ability to be generated in multiple formats such as .csv, .xls, and .pdf.

C. **Technical Questions to Vendors (Please elaborate on these specific questions/statements and include your responses in Section 1 Project Understanding & Methodology of your proposal)**

1. Describe User Licensing & administrative access options.
2. What browsers and versions are supported to access the administrative website?
3. Describe User Security: what roles are available, who maintains users, etc.?
4. What are your uptime/availability stats?
5. Describe your site's disaster recovery and redundancy.
6. Describe the available support and self-service channels. Please include specific hours of support.
7. Describe your Service Level Agreement or provide a copy of your standard SLA.
8. What is/are the ramification(s) if you fail to meet the requirements in your SLA?
9. Describe your problem escalation procedures in detail.
10. What security measures are in place to protect against unauthorized individuals obtaining the Authority's customers' data?
11. How are the systems patched and updated to address discovered vulnerabilities (kiosks and networking equipment)? Describe the maintenance plan for patching/updating both the firewall and the kiosk. Describe the plan for discovery of vulnerabilities and the timeline/plan for remediation.
12. How are cybersecurity incidents managed?
Are systems secured and locked down to the minimum required network access via a firewall or a security appliance? Describe.
13. What security measures are in place for purposes of fraud detection?
14. How are fraudulent claims dealt with? For example, a customer pays a bill with a credit card and then reports the payment as fraudulent to the credit card company.
15. What is your reporting and notification process in the event of security compromise?
16. What specific card associations are accepted at the payment kiosks? (Mastercard, Visa, etc.)
17. Approximately, how many bills can the kiosk hold? On average, how often does the kiosk need to have the cash removed from it and taken to a bank?
18. Outline an implementation timeline noting how long it will take to receive each deliverable item proposed.

V. PROPOSAL PREPARATION

Quotations must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Incomplete proposals may be determined non-responsive. Proposals with extraneous information or staff will receive lower ranking.

Offerors should organize their proposals using the format described below:

Title Page

Furnish the **REQUEST FOR PROPOSALS TITLE PAGE** and include it as the first page of the proposal. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

Offers should acknowledge receipt of addenda on the title page. Failure to do so may result the proposal being deemed non-responsive.

Section 1 - Project Understanding & Methodology

- A. Briefly describe the understanding of the scope of services to be accomplished, and describe the proposed approach to providing the required services. Explain how the project will be organized, and steps anticipated. Clearly state your ability to meet or exceed the requested services, to include addressing the following:
1. Bill Payment Kiosk System Functionality – Describe in detail how the proposed solution will function to meet the needs of the Authority as outlined in the scope of services.
 2. Reporting – Provide information regarding reporting capabilities of the proposed system. What specific data can be extracted from the proposed solution? Sample reports are encouraged and will not count toward the total page count of the proposal.
 3. Training – Elaborate on the training to be provided. (on-site, web-based, etc.)
 4. Software Maintenance/Support– Describe the following:
 - a. Process for incremental and annual upgrades/updates or providing new technology
 - b. Expectation for increased functionality with annual upgrades
 - c. Provisions for technical support (web-site, help line, etc.)
 - d. Warranties or any other software technical support
 - e. Schedule of help desk coverage (days and hours of availability)
 - f. Provide a list of outages of the kiosk network over the previous 12-month period, including the date and time of the outage, whether they were scheduled or non-scheduled, and the duration of the outage.
 5. Audit Compliance – Provide documentation to reflect compliance with Payment Card Industry standards and successful completion of an audit within the past 12 months.

*****Please ensure that all responses from Page 6 D. Technical Questions to Vendors are included in this section of the proposal.*****

Section 2 – Offeror/Staff Experience

Indicate project manager and each individual with a proposed role in the project. For each individual involved show:

- A. The role of the individual on this project.
- B. The corporate affiliation of the individual.
- C. The projected availability of the individual over the next 12 months.
- D. The proportion of the total project effort to be provided by the individual.
- E. A resume of prior related experience. For each project listed on the individual's resume indicate:
 1. The role of the individual on that project.
 2. The number of equivalent full-time months worked by the individual on that project.
 3. The recentness of that project.

Resumes of individuals who will not be directly involved with the proposed project should not be included. Resumes for staff of sub-consultants should be included in the same format as those for the prime consultant.

Section 3 - Project Team

Show a project team organization chart. For each individual indicate what proportion of total project staff-hours that individual will provide. Sum of all these proportions should be 100%. This may be divided into phases with proportions summing to 100% for each phase, if appropriate. Indicate the extent that individual team members have previously collaborated in terms of full-time months of collaboration.

Section 4 – Additional Firm Experience

Include a brief statement of the Offeror's experience in providing the services stated in the Scope of Services. Include experience of key individuals to be assigned to this contract, emphasizing their experience in working with similar contracts and local governments. Show only experience directly related to their assigned duties under the proposed contract. If there is any pending legal action against the Offeror, please describe in this section of the proposal.

Section 5 - References

Provide a list of at least three localities for whom similar services of similar size and scope have been provided and dates when the service was provided. Include types of services performed, client name, individual contact name, address, telephone number, and e-mail address. If three localities are not available, three localities that the Offeror provides services for that are similar in customer base and the types of bills the Bedford Regional Water Authority collects payment on will be sufficient. Please provide the percentage of all bill payment transactions in the last 12 months that the kiosks accounted for in each of the references' locations. Essentially, how much are the kiosks being utilized when compared to the other methods of receiving payments?

Section 6 - Summary

A brief summary of the reasons that the Offerors believe themselves to be the most qualified for this project.

Section 7 - Optional Courier Service and Kiosk Maintenance

The Authority *may* be interested in partnering with a Courier Service to retrieve money from the kiosk, make bank deposits, and perform receipt printer maintenance such as refilling the paper when needed. If Offerors already partner with third party agencies to perform these services, please include all related information in this section of your proposal. This section of the proposal is completely

optional. The Authority is not mandating that kiosk integrators/installers have to provide Courier or maintenance services.

Section 8 – Pricing

Please provide detailed pricing for bill payment kiosk for a stand-alone/drive thru unit)

- A. The purchase of all hardware associated with the kiosk and cost estimates for physical installation on site. (Installation cost estimates are clearly non-binding due to varying conditions at the proposed kiosk locations)
- B. Implementation costs – all costs associated with the project from contract award through go-live – These costs should be itemized as much as possible.
- C. Cost to provide ongoing maintenance and support of the platform.
- D. Processing fees associated with payment transactions – The Authority will only allow processing fees to be associated with credit card payments as noted above. All processing fees shall be passed on to the customer.
- E. If Section 7 – *Optional* Courier Service and Kiosk Maintenance is included in the Offeror’s proposal, please include the pricing associated with those services.

VI. CRITERIA FOR PROPOSAL EVALUATION AND METHOD OF AWARD

The following criteria will be utilized in evaluating proposals:

- A. Demonstrated understanding of the tasks and requirements depicted in the proposal. Emphasis will be placed on the security features associated with protecting customer information, identifying fraud, a disaster recovery plan and redundancy, and uptime – downtime of the proposed platform.
- B. Expertise, experience, and qualifications of the assigned staff in providing services on projects of similar size and scope and current implementations (number and size) in a local government environment.
- C. Functionality, implementation timeline, and reporting capabilities of the proposed solution, to include, all items described in the Scope of Services.
- D. Conciseness and clarity of proposal organization including relevance of staff to this project and organization of the project team.
- E. Training of Authority staff and ongoing customer support
Pricing

Method of Award

Following evaluation of the written quotations as submitted, interviews with kiosk demonstrations may be held prior to selection. (The Authority reserves the right to conduct the interviews/demonstrations via web-based medium. Vendors may not be required to be physically present for the interviews/demonstrations) The opportunity to present shall be made to two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Quotations Upon completion of the interviews and software demonstrations, the selection committee shall select firms for negotiation. The Authority shall begin negotiations with the selected firm(s) in an attempt to reach an agreement to provide the services. Price shall be considered, but need not be the sole determining factor. If after negotiations

have been conducted with the top ranked firm(s), an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations began with the next highest ranked firm. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. At any stage of the selection process should the Authority 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.

Notice of Award will be posted on the Authority's web site (www.brwa.com)

VII. CONTRACT TERM

The initial term of this contract shall be for three (3) years from contract signing upon mutual consent of the parties to the contract with the Authority's option to renew the contract annually for up to two (2) additional one (1) year terms. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms, and conditions as the previous contract term.

VIII. GENERAL TERMS AND CONDITIONS

The Contract for Services ("Contract" or "Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify the Authority Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specific Authority those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate Contract terms may result in rejection of the proposal.

A. Subcontracting & Assignment of work

The Consultant shall not subcontract or assign portions of the work, other than those specifically defined in the contract, without the express written consent of the Authority. A description of any work the Offeror proposes to subcontract shall be submitted to the Authority for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Consultant who shall be responsible to the Authority for all work performed by any subcontractor or special consultant.

B. Independent Successful Firm

The Consultant is an independent firm and nothing contained in a subsequent contract shall constitute or designate such firm or any of its agents or employees as employees of the Authority.

C. Notification

Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Consultant in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph.

Unless otherwise specified, any notice to the Authority shall be given to the Bedford Regional Water Authority, Customer Service Manager, 1723 Falling Creek Rd. Bedford, VA 24523. The Consultant agrees to notify the Authority immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

D. Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Consultant.

E. Termination

Subject to the provisions below, the contract may be terminated by the Authority upon thirty (30) days advance written notice to the Consultant; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the Authority until said work or services are completed and accepted. All information and materials gathered and/or prepared by or for it under the terms of the contract shall be delivered to, become and remain the property of the Authority. The Authority shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Consultant.

Termination for Convenience:

The Authority may terminate this contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

Termination for Cause:

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years:

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant 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.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

By entering this Contract, the Consultant certifies that it does not and will not during the

performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

This contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any legal proceedings arising out of or related to this contract shall be filed by the parties in the Bedford County General District Court or the Bedford County Circuit Court.

G. Additional Services

The Authority may add to the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

H. Severability

Each paragraph and provision of the resultant contract will be severable from the entire contract and if any provision is declared invalid, the remaining provisions shall remain in effect.

I. Licenses and Permits

The successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The Authority will not charge for any permits required by the Bedford Regional Water Authority.

J. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant 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.

- d. The Consultant 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 subcontracted firm or vendor.

K. Payments to Successful Firms

Payments to the Consultant shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the Authority. The Consultant's records and documentation supporting such invoices shall be made available to the Authority upon reasonable request. The Consultant agrees to retain all records, documents and support materials relevant to the contract for a period of five years following final payment. Invoices must be prepared in formats as required by funding agencies.

In accordance with Virginia Code Section 2.2-4354 the Consultant agrees that:

1. Should any contractor be employed by the Consultant for the provision of any goods or services under this Contract, the Consultant agrees to the following:
 - (a) The Consultant shall, within seven days after receipt of any payments from the Authority pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the Authority attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the Authority, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the Authority shall be given to: Bedford Regional Water Authority Customer Service Manager, 1723 Falling Creek Rd. Bedford, VA 24523.
 - (b) The Consultant shall pay interest to the subcontractors, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the Authority for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Consultant shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors' firm.
 - (d) The Consultant's obligation to pay an interest charge to a subcontractor shall not be an obligation of the Authority.
 - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall

include any amount for reimbursement of these interest charges.

L. Contractual Claims

Any claims by a contractor or anyone claiming on the contractor's behalf against the Authority arising under or relating to a contract shall only be resolved as specified in the Authority's Purchasing Policy, ensuring timely notice of the claim.

The contractor shall give the Authority written notice of any claim within ten (10) days of the beginning of the occurrence of the event leading to the claim being made. The written notice shall be a document from the contractor addressed to the Authority official or employee designated by the contract to receive such notice, or if no one is so designated, to the Authority Manager. The written notice shall clearly state the contractor's intention to make a claim, shall describe the occurrence involved, and shall be transmitted in a manner to ensure receipt by the Authority. The contractor shall submit the claim and any supporting data to the Authority within thirty (30) days after the occurrence giving rise to the claim ends. The burden shall be on the contractor to substantiate that it has given written notice and submitted its claim in accordance with this provision.

M. Taxes

The Consultant shall pay all Authority, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Consultant and not of the Authority and the Authority shall be held harmless for same by the Consultant.

N. Indemnification

To the fullest extent permitted by law, the Consultant, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the Authority and all of its officials, agents and employees (collectively, the "Authority") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Consultant's performance (or nonperformance) of the contract terms or its obligations under this contract.

O. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the Authority. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

P. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by

the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the Authority from any cost, expense, damage or loss incurred in any manner by the Authority on account of such alleged infringement.

Q. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

R. Insurance

The Consultant shall be required to maintain in force such insurance, in amounts acceptable to the Authority, as will protect it and the Authority from claims which may arise out of or result from the execution of the work, whether such execution be by the firm, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation and General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability). All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Consultant shall furnish the Authority with an original Certificate of Insurance upon request. The Certificate should name the Authority as additional insured under their General Liability coverage. The Consultant shall notify the Authority at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

S. Administrative Appeals Procedure

- (a) The following are the exclusive procedures for a bidder or offeror to protest the Authority's award or decision to award a contract.
- (1) Any protest to award a contract shall be in writing and shall be delivered so that it is received by the Authority manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.
 - (2) Except for a protest of an emergency or sole source procurement, a protest of a Authority award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the Authority's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.
 - (3) Protests shall only be granted if (1) the protester has complied fully with this Sec. 18.1-6 and there has been a violation of law, the Bedford public procurement code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.

- (4) The Authority manager shall issue a written decision on a protest within ten (10) days of its receipt by the Authority manager.
 - (5) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Bedford circuit court, Bedford, Virginia, and serving the Authority with such suit within ten (10) days of such denial. Otherwise, the Authority manager's decision shall be final and conclusive, and the protestor's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
 - (6) The Authority should defer award of a contract where the decision to award has been protested unless there is a written determination by the Authority manager that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.
 - (7) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.
 - (8) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.
 - (9) Strictly following these procedures shall be a mandatory prerequisite for protest of the Authority's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.
- (b) A protest may not be based upon the alleged non-responsibility of a person to whom the Authority awards or decides to award a contract.

T. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant'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 consultant that such consultant 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 sub-Consultant or vendor.

Successful firm shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on Authority premises or distribute it to Authority employees.

Successful firm understands that a violation of these prohibitions constitutes a breach of the

contract and that the Authority has the right cancel the contract.

For the purpose of this section, “Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a firm, the employees of which 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.

U. Certification by Consultant as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this solicitation; the Consultant certifies that neither the contracting official nor any of the Consultant's employees, agents or subcontractors who will work under this contract have been convicted of a felony.

V. Confidentiality

1. Consultant Confidentiality

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the Bedford Regional Water Authority. Therefore, except as required by law, the Consultant agrees that its employees will not:

- a) Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- b) Access or attempt to access information beyond their stated authorization.
- c) Disclose to any other person or allow any other person access to any information related to the Authority or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data.

The Consultant understands that the Authority, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the Authority may seek legal remedies available to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in Contract termination.

The Consultant further understands that information and data obtained during the performance of this contract shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent’s written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the Authority as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

2. Authority Confidentiality

The Authority understands that certain information provided by the Consultant during the performance of this Contract may also contain confidential or proprietary information. Consultant acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

- W. The Consultant shall devote such part of its time as is reasonably necessary to the operations outlined under the resultant contract. The Consultant may engage in business ventures of a nature and description independent of this Contract with the Authority. The Consultant is required to disclose immediately any outside activities or interests, as they arise, that conflict or suggest a potential conflict with the declared or stated interests of the Authority. The Consultant is required to disclose all local government clients and must attest that work for those clients will not conflict with the interests of the Authority. The Authority reserves the right to object to such attestations. If such objections arise, the parties will agree to the best course of action to resolve the conflict or potential conflict.

The Consultant shall conduct all transactions under this contract in good faith. The Consultant will employ the highest ethical and professional standards at all times, failure to do so could result in termination of the Contract for cause or convenience.