



## Town of Wytheville, Virginia Request for Proposal Financial, HRIS and Payroll Software

<b>ISSUE DATE:</b>  08/01/22	<b>DEPARTMENT:</b>  Assistant Town Manager	<b>PROCUREMENT #:</b>  RFP-2022-04
<b>DATE/TIME LAST DAY FOR QUESTIONS:</b>  08/26/22 on or before noon	<b>DATE/TIME OF PRE-PROPOSAL MEETING OR N/A:</b>  No meeting	<b>DATE/TIME OF CLOSING:</b>  09/01/22 on or before 4:00 pm
<b>TOWN CONTACT NAME:</b>  Elaine Holeton	<b>CONTACT PHONE:</b>  276-223-3352	<b>CONTACT EMAIL:</b>  elaine.holeton@wytheville.org
<b>PHYSICAL ADDRESS DELIVER/DELIVERY SERVICE</b> Town Municipal Building 150 East Monroe Street Wytheville, VA 24382	<b>MAILING ADDRESS VIA USPS:</b>  Town of Wytheville P.O. Box 533 Wytheville, VA 24382	<b>HOURS OF OPERATION:</b>  8 am – 5 pm Daily, Monday through Friday, Except local, state, and federal holidays

**Process:** Sealed proposals subject to the terms and conditions as set forth by the Town of Wytheville shall be received in accordance with the date(s), time(s), and locations as specified above. All responses shall be in accordance with the requirements of this procurement document and the ensuing contract documents. Any alterations or changes will be made by a written addendum issued by the Town and all Offerors are responsible for obtaining issue addenda when notice of such is posted.

**Agreement:** In accordance with the following proposal and in compliance with the terms and conditions provided, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services as proposed, to be delivered, or furnished to designated points within the time specified, and further agrees to any changes when said changes are mutually agreed by both parties through subsequent negotiations. By signing this proposal, I certify that I am authorized to Bind the Offeror in any and all negotiations and /or contractual matters relating to the proposal. By submitting this proposal, I understand, and I agree to be bound by the conditions set forth in this document and listed attachments.

**Note:** This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

<b>Vendor's Legally Authorized Signature:</b>	<b>Date:</b>
<b>Printed Name of Signatory:</b>	<b>Title:</b>
<b>Name of Business/Firm:</b>	<b>Contact Phone:</b>
<b>Federal Employment ID#</b>	<b>Contact Email:</b>

RFP 2022-04

FINANCIAL, BUDGETING, HRIS, PERSONNEL SOFTWARE

TOWN OF WYTHEVILLE, VA

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	<b>INCLUDE ATTACHMENTS LISTED BELOW WITH PROPOSAL</b>	
Appendix I	Town of Wytheville General Terms & Conditions	
	Signed Cover Sheet	
	Include Article 9 Checklist of Product and Services ( can use either the excel or pdf version)	
A	Addendum Status Form	
B	Proprietary/Confidential Information Form	
C	State Corporation Commission (SCC) Form	
D	Non-Collusion Form	
E	Insurance Requirements & Form 61-A (Workers' Comp)	
F	Notice of Exemptions Form	
G	Business License and Professional License Form	
H	Self-Certify Status Form	
I	Reference List Form	
J	Sample Contract	
WC	Workman Compensation Form	
W9	W-9 Taxpayer Identifier Form	

**REQUEST FOR PROPOSAL, RFP 2022-04**  
**FINANCIAL, BUDGETING, HRIS, PERSONNEL AND PAYROLL SOFTWARE**  
**TOWN OF WYTHEVILLE, VIRGINIA**

**1.0 Purpose**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from interested and qualified firms (Offerors) who can provide (goods) a new software platform and (services) product implementation, transition services and support services of the new software program. The integrated software program must be capable of providing a suite of products that fully support all aspects of financial and human resources services. The successful vendor will be responsible for the entire project, which may include, but not be limited to; installing the proper software, equipment, and related infrastructure, training of staff, testing of the new system, troubleshooting, and resolving any potential issues identified during testing or regular service. Ongoing user support services and a product warranty shall be included with the scope of services. Conversion services from the existing BAI Bright program software to the new system is needed and vendors who have experience in this process are preferred.

The primary goal of the procurement is to implement a “best in class” local government employee interface to manage human resources, billing, budgeting, and financial management. The software system shall be well designed, proven, user-friendly, cloud based, secure, intuitive, and efficient.

The secondary goal of the procurement is to provide an online interface for the public to pay taxes, utility bills and other licenses and fees collected by the Treasurer’s office. Direct payment on the citizen self-service site shall translate into daily receipts which are directly integrated with the public ledger for the locality financials hosted on the platform.

**2.0 Background**

The Town of Wytheville is in southwest Virginia and is conveniently located at the crossroads of Interstates I-77 and I-81 in the Blue Ridge Mountains of Virginia. The 2020 census population is 8,265 persons residing within the geographic town limits of 14.5 square miles. Since 1924, the Town has operated under a Council-Manager form of government. The Town is governed by five (5) town council members who are elected at large by the citizens of the town.

The Town Manager and his administrative staff, manage town operations out of the municipal building on 150 East Monroe Street. Satellite offices for Public Works, Fire, Police, Museum, and Recreation departments are housed at separate locations. As of January 2022, the town employed three hundred eighteen (318) employees and estimates that the fully staffed total number of town positions equates to three hundred

and fifty (350) employees. Full time employees comprise one hundred ninety (190) of these positions.

Since the 1990's the town has used the BAI Bright program software for human resource and financial accounting. The town seeks to upgrade to a software system that once converted, will last indefinitely, and can be supported by the vendor as the long-term solution for administrative functions essential to the Town's services.

**3.0 Product Requirements and Service Scope of Work**

A comprehensive program that integrates all aspects of the municipal government's financial, budgeting, human resources, and employee management software needs, while also providing citizen self-service for payments of taxes, utilities and business licenses is the end goal for this new system. The types of services anticipated may include, but not be limited to; implementation, conversion services, testing of system, training of employees, long-term hosting services, providing unlimited data storage, security and secure access, data backup and risk management, product warranty and lifespan upgrades, long term support and providing predictable long-term costs of the software service over time.

Products and services listed in the **Excel Spreadsheet in Article 9** indicate the wide range of functionality and deliverables expected from the new software program. The vendor may add additional services or products which are not listed in the checklist and deemed essential for the products to function. The checklist is used to convey the general needs of the Town but may not include items currently unknown to the Town. The Town welcomes input on additional services as suggested by the offeror to meet the long-term goals of the new financial, budgeting and HRIS platform.

**4.0 Proposal Submittal Requirements and Instructions to Offerors**

The proposal shall convey that the offeror has a comprehensive understanding of the type of software that needs to be installed and the services which are needed to achieve the desired end goals of the Town. The sections shown in the table below shall be submitted as part of the offeror's proposal. A complete proposal will include each section.

**REQUIRED SECTIONS TO SUBMIT FOR THE RFP PACKET (TABLE BELOW)**

<p><b>Section 1</b></p>	<p><b>Cover Sheet.</b> First page of this RFP, signed by offeror.</p> <p><b>Cover Letter/Executive Summary.</b> Cover letter that introduces your firm and your desire to work on this project. Signed by person with the legal authority to execute a contract resulting from the RFP.</p>
<p><b>Section 2</b></p>	<p><b>Project Understanding, Methodology and Approach.</b> Convey how the product will meet our needs, list the products your firm will propose to meet the end goals of</p>

	the organization, describe how this approach has performed for other municipal entities and why you propose this plan of action for Town of Wytheville.
<b>Section 3</b>	<b>Proposed Timeline and Implementation Plan.</b> Show a phased plan, begin with implementation date, and show to end of project, show milestone dates and completion task proposed payment schedule per task and deliverables.
<b>Section 4</b>	<b>Software Security, Cloud Hosting, Backup File Protection, Compatibility.</b> Include details on why your platform is best in class for software and support.
<b>Section 5</b>	<b>Project Team/Staff Experience.</b> Provide education and experience of team members, roles of key team players, availability, and capacity of the team to achieve tasks in the time provided. Emphasize unique talents/capabilities <b>Additional Firm Experience.</b> Provide examples of related projects, similar contracts, any experience with local governments on similar scopes of work. <b>If available provide link to an external source/web page or demonstration of a similar product line</b>
<b>Section 6</b>	<b>Product &amp; Services Checklist.</b> The completed checklist presented in <b>Article 9 is required.</b> The offeror shall complete the checklist and return it with the proposal.
<b>Section 7</b>	<b>References. Use Attachment I.</b> Provide a list of three references and contact info. Prefer clients of similar project and scope of services.
<b>Section 8</b>	<b>Required Forms.</b> Complete and return the attachments provided and listed in the Table of Contents. Include Appendix I- General Terms for Town of Wytheville
<b>Section 9</b>	<b>Other Services.</b> Optional -The offeror may provide additional information for other general services that are available to its clients and not specified on this proposal.
<b>Section 10</b>	<b>Summary.</b> Final summary that illustrates that the offeror is the most qualified and well suited for the project.

**5.0 Instructions to Offerors:** The entire RFP shall be submitted as one package submittal. The town prefers a package with less than twenty (20) total pages of narrative plus the required forms and appendices as provided by the Town.

The proposal shall be submitted in an opaque sealed envelope or box and clearly marked: **“Sealed proposal: Town of Wytheville RFP 2022-04 Financial, Budgeting and HRIS Software.”** Three (3) identical paper copies and one (1) electronic copy on thumb drive shall be provided. All expenses shall be borne by the offeror in submitting the RFP.

If proprietary/confidential information is identified (See Attachment B), the offeror is required to submit a redacted copy of the proposal, in addition to these requirements.

The date/time of closing, the delivery and mailing address, the point of contact and the receiving information listed on the cover sheet provided with this RFP shall be used to deliver the RFP. The Town will not be responsible for delays in service by the USPS or private couriers or for delivery on dates the office is closed. A pre-proposal meeting will not be held for this RFP.

This RFP will not be publicly opened. Each of the received proposals will be opened after the date/time of the RFP closing as listed on the cover sheet. The Town reserves the right to cancel this RFP at any time or reject any or all proposals received. The Town may ask questions of clarification and/or may request a presentation to explain the proposal if needed. The top ranked offerors will be contacted for negotiations.

Do not send price estimates with the RFP. If selected as a finalist, the project price will be discussed during the negotiation phase.

**Questions By Offerors:** Any questions related to this RFP or requests for clarification shall be directed to the project contact as listed on the cover sheet, Questions shall be submitted via email or in writing by the date listed. Oral questions will not be permitted. All questions and any responses will be in writing. Responses with a key piece of information that changes the scope or intent of the proposal will be posted as addenda at the Town Website <https://www.wytheville.org/rfp> It is the responsibility of Offerors to ensure that they have received all addenda and to include **Attachment A- Addendum Status** indicating whether or not an addenda was received by the offeror.

## 6.0 Proposal Evaluation Criteria

The criteria and scoring system as shown below will be used to evaluate proposals.

- A. Demonstrated understanding of the tasks and end goals as depicted in the executive summary and overall proposal. (10 Points)
- B. Expertise, qualifications, staff capacity, experience with similar projects, knowledge of the subject material, support of the proposed products, software considerations, hosting, storage, and security of data (30 Points)
- C. Ability to manage the project in a timely fashion, quality of product, techniques, and process from conversion to implementation, work plan, ability to provide needed services as shown in checklist, (40 points)
- D. Professionalism of the RFP submitted and shown ability to follow RFP directions. (10 points)
- E. Previous Work. Link to external site that illustrates examples of related products, demos, quality of previous work, and work references. (10 points)

**Product Cost/Price will not be considered until final negotiations. Do not send pricing.**

## **7.0 Proposals, Award of Contract, Contract Term, and Payment Terms**

The Town will rank the proposals and engage in negotiations with the top ranked firms. Negotiations will be used to discuss specific details such as price for services, specific contract provisions, long term service and affordability, support services, warranties, system compatibility and functionalities. After all negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has the best proposal. At any stage in the process if the Town determines that only one offeror is fully qualified, or that one offeror is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to the offeror without future negotiations. If only one proposal is received, the town can choose to either rebid the project or engage in a contract with that offeror without having to rebid the project.

**Contract.** The Town prefers to use one vendor but reserves the right to award a contract(s) to as many Offeror(s) as deemed necessary to fulfill the anticipated needs of the Town. Notice of award will be in writing. The expected timeline for executing a contract and beginning work is within thirty (30) days of notice of the contract award unless an alternate time schedule is agreed upon by both parties prior to executing the contract. The contract term will be mutually agreed upon by both parties prior to executing the contract.

**Payment Terms.** Payment terms will be included in the contract and based on milestones achieved. Payment terms shall be net thirty (30) days from receipt of invoice and confirmation that the milestone is met. Invoices shall be sent to the project manager as listed on the cover sheet or as otherwise determined by the Town.

## **8.0 Supplemental Provisions.**

The supplemental provisions, Appendix I Town of Wytheville Procurement Policy General Terms and Conditions, shall be included as part of the Request for Proposal and will apply to all contracts.

## **9.0 Checklist -List of Products and Services Requested by the Town**

The checklist of needed products and services was drafted by the employees of the Treasurer's Office, the Human Resources Department, the Information Technology Department, and the Town Manager's Office. In addition to these departments, end users will include the public through the public portal and all town employees through use of the employee self-service portal. The list reflects the future goals of the organization for a user friendly financial, budgeting and HRIS software program. Please accurately and honestly indicate if your firm can provide the type of service or good by listing an X next to each service or function you can provide. Return the checklist with your proposal. Use additional space if needed for clarification.

**\*END OF RFP\***

	A	B
1		
2	<b>X IF AVAILABLE</b>	<b>ARTICLE 9 - LIST OF PRODUCTS &amp; SERVICES NEEDED BY TOWN OF WYTHEVILLE</b>
3		<b>Vendor must indicate that the service is available by putting an X next to the line(s) below:</b>
4		<b>GENERAL FEATURES &amp; COMPUTER TECHNOLOGY</b>
5		System must provide Application Programming Interfaces (API), adapter devpt kits or enterprise application integration (EAI) tools.
6		Secure cloud based hosting and accessibility of programs , prefer redundant host servers to ensure no interruption in service.
7		SQL Database for seamless integration with other mainstream products such as Microsoft.
8		All application modules must be developed and maintained by the proposing company. Single source fully integrated database.
9		System must be compatible with current web browsers.
10		System must be able to maintain consistent throughput without degradation in performance due to increased transaction volumes.
11		Vendor must be able to provide application architecture and system configuration documentation.
12		Vendor must be able to provide specifications on where the Town's data will be hosted and associated security protocols and policies.
13		System must implement HTTPS and redirect all HTTP traffic to HTTPS.
14		System must prevent cross-site scripting attacks by implementing the x-xss-protection security header.
15		System must implement a content security policy and prevent attacks by enabling public key pins.
16		System must use the latest version of TLS and use encrypted communication during authentication for all application functions.
17		Ability to support system admin for end-user management to assign role based security access rights.
18		Ability to prevent users from permanently deleting records and instead make them inactive or hidden, ability to undo deletions.
19		System must have a security plan for user access rights and a template to guide development of a comprehensive security plan.
20		All application modules must be integrated and user interface identical in "look & feel".
21		Customizable single report writer for all aspects of the system.
22		Ability to view and review previously stored report and new reports can be stored.
23		Option for 100% paperless processing should the town decide to eliminate paper records.
24		All application modules must maintain at least ten (5) years of detail transaction history available for reporting and inquiries.
25		Ability for users to easily export data & reports to Excel, CSV, PDF.
26		Ability for end-users to create and run customizable reports.
27		All modules allow for "point in time" reporting. Real time functionality not batch based.
28		All modules include a built in attachment/document imaging feature.
29		System must enable end user to create personalized desktop workspace if desired.
30		Upgrades to all application software must be included in annual support fees, training must be provided for any upgrades.
31		Conversion services to migrate data from current system to the new system, unlimited ability to capture all existing digital data.
32		Training of staff on the the new system and in house resources for new employees to learn the system during onboarding.
33		System auditing abilities ( approved/denied transactions, data changes, by user, etc..) to track changes.
34		Ability to provide or identify architecture/tools/processes to interface with any third party system vendor that interacts with town.
35		Module specific testing of each component/platform and sign off certification that systems are working as proposed at end of install.
36		Vendor shall supply adequate policy regarding "down time" . Include standard protocol, solutions, credit or reimbursement for excessive downtime.
37		Vendor shall supply adequate confidentiality policy. Needs to ensure that information and data is secure and never shared with outside parties.
38		Technical support must allow for unlimited and immediate access to support. One phone number for all support needs. 24/7 coverage for users.
39		Compliance with the Virginia Information Technology Access Act.
40		Vendor shall disclose any requirement for use of software licenses (other than vendor) and guarantee perpetual access and use as part of contract.
41		Vendor shall provide testing of system and validation of operating system, including any new products and hardware prior to acceptance.
42		Vendor shall provide warranty against "shut down devices" in contract.
43		Contract shall include assurance that vendor will notify the Town of any third party acquisition by another company.
44		Contract "survival clause" ,rights to intellectual property, security, warranty, confidentiality, data privacy, security, liability, transition of services.
45		Contract shall provide assurance that town receives upgrades to software, cost of upgrade shall not exceed standard price under similar circumstances
46		Contract shall include "merger policy" to ensure that future releases, upgrades or support of software shall continue as agreed with original supplier.
47		Maintenance agreement may be renewed by mutual written agreement of both parties, renewal price shall not exceed standard rate of inflation.
48		Warranty to cover maintenance, support services, licensed services and applications that provides access to services.
49		Sign off by all dept users; Human Resources, Treasurer Office, Information Technology Department and Town Managers Office before acceptance.
50		Vendor shall supply "long term assurance" that data and information is available to the town in the event of bankruptcy etc...
51		<b>FINANCIALS &amp; BUDGETING</b>
52		Host the general ledger and fund accounts.
53		Financial reporting and ability to generate customizable reports.
54		Export functions to common file types.
55		Financial planning portal that integrates data into modeling scenarios.
56		Ability for dept heads to see two previous years actual, the current year budgeted, YTD Actual, and enter requested amount for next budget yr.
57		Ability to save historical development during budget preparation.
58		Ability for users to enter justifications by line item as part of the entry screen.
59		Ability to display summary data by funds, accounts, and departments.
60		Ability to enter multiple funds per department.
61		Ability to easily print customized budget pages for presentations.

A	B
62	Ability for requestor to describe goals and why they are requesting the funds for an overall project or request.
63	Capital Improvement Plan worksheets and integrated submittals by Department Heads to Town Manager.
64	Capital Improvement Plan tracking ability by fund and by year.
65	Ability for HR personnel and other line items and/ or position salary dollar values to import into financial/budgeting portal.
66	<b>PURCHASING &amp; ACCOUNTS PAYABLE</b>
67	Ability to make payments on purchasing cards.
68	Ability to seamlessly integrate fixed asset management with payables.
69	Ability to create a paperless accounts payable process.
70	Full encumbrance system.
71	Contract management system including items like renewal alerts for expiring contracts.
72	Automatic budget verifications for purchase orders and contracts.
73	Purchasing controls by various thresholds (ability to manage different signers based on financial levels, approval over set amounts.)
74	Ability to search and view any history with a particular vendor.
75	Ability to generate a report by line item or object code.
76	System generates MICR line and lays down up to 3 signatures on AP check.
77	Check register for each account for any date range, reconciled checks, outstanding checks, or void checks.
78	Void check logic generates all reversing entries.
79	Ability to void and replace a check.
80	Data entry (similar to current system) by numeric keypad instead of right click selection or tabbing .
81	Ability to scan copies of invoices and payments to each vendor.
82	Flag purchases for approval over set amounts. Over \$1000 supervisor approval. Over \$5000 Supervisor and Town Manager approval.
83	When approval permission is needed, automatic email notification.
84	Able to complete ACH and EFT payments to vendors.
85	Paperless approval process with electronic signatures.
86	Ability to have up to three approvals prior to requisition becoming encumbered.
87	Ability to attach unlimited proposals.
88	Automatic & dynamic budget verification of available funds when entering requisitions. Ability to override blocks based on budget allocation.
89	Ability to maintain information on vendors.
90	<b>UTILITY BILLING &amp; COLLECTIONS &amp; WORK ORDERS</b>
91	Cash receipts are fully integrated with the general ledger.
92	Accrued revenues are fully integrated with the general ledger.
93	Customizable security settings on a user to user basis.
94	Integrates with Zenner meter company at this time, but also can integrate with all common meter reading software/hardware.
95	Ability to keep unlimited account history, such as billings, payments, readings, adjustments etc..
96	Ability to accept ACH payments from utility customers and post to ledger.
97	Ability to do estimated utility reads based on previous periods of consumption, avg of previous periods or flat consumption.
98	Final bills are automatically calculated by the application based on final reads.
99	The application automatically generates Work Orders for unread meters, meters with no consumption or when delinquent.
100	The application automatically generates "Shut Off" notices for delinquent accounts and work orders when needed.
101	Ability to create a pdf "doorhanger" for accounts that need notice posted.
102	Accounts can be flagged as "do not shut off".
103	Allows for an unlimited number of cycles, rates and account types.
104	Ability to generate all bills to plain paper (PDF Formatted bill).
105	Ability for customer deposits with interest accrual.
106	Ability for customers to choose a "budget" bill.
107	Makes all financial entries to the general ledger for billing, adjustments and cash receipts.
108	We now use a third party to print utility bills, real property tax and personal property tax bills. Needs to generate output for third party printer.
109	Ability to export all data to MS Excel.
110	Application has an internal custom report writer that prints to paper and / or MS Excel.
111	Application has an internal document manager that allows the user to scan and/or store unlimited document types and amount.
112	Ability to attach documents to each customer account.
113	Ability to post to auto draft file.
114	Ability to post payments file from third parties.
115	Ability to add recent history to file for bill printing, last payment and adjustments.
116	Ability to print delinquent notices.
117	Data entry in utility portal by numeric keypad instead of right clicking/tapping ( similar to current system).
118	Note section in the records that can be edited and viewed by all users in office.
119	Ability to apply a deposit without charging it if need be.
120	Portal to capture "promise to pay with amount" and generate reports.
121	Customizable water bills, including a larger message box for announcements to customers.

A	B
122	Ability to make "billing adjustments" as a separate line item on the bills, to show this to customers.
123	Ability to make inactive customers active again by simple process( example, owners putting water back in name after tenants move ).
124	Work Orders Integrates with Utility Billing, Inventory and Fixed Assets.
125	Ability for a Citizen on the Self Service Side to request a Work Order.
126	Ability to charge a customer for a completed Work Order.
127	Ability to have unlimited service codes per Work Order.
128	Ability to record readings for meter change outs.
129	Ability to create recurring work orders (preventive maintenance).
130	Auto creation of work orders for meter reading variances.
131	Ability to access work orders and utility information from the field.
132	<b>REAL PROPERTY &amp; PERSONAL PROPERTY TAX</b>
133	Cash receipts are fully integrated with the general ledger.
134	Tax billing and adjustments are fully integrated with the general ledger.
135	Customizable security settings on a user by user basis.
136	Ability to keep unlimited account history, such as assessments, billings, payments, adjustments, etc.
137	Ability to accept ACH payments from tax customers or generate and file to post to ledger.
138	Ability to accept payment files from mortgage companies.
139	Unlimited Tax Rates, Deductions, and Exempt Codes.
140	Ability to calculate penalty or interest on delinquent amounts.
141	Ability to generate delinquent notices on plain paper.
142	Interfaces with all other municipal charges.
143	Accounts can be flagged as "do not shut off".
144	Ability to generate all bills to plain paper (PDF Formatted bill).
145	Ability for customers to choose a "budget" bill.
146	Makes all financial entries to the general ledger for billing, adjustments and cash receipts.
147	Application has an internal custom report writer that prints to paper and / or MS Excel.
148	Must have interface capability for CAMA purposes.
149	Must be able to meet requirements for personal property assessment and state income calculations, make adjustments when needed.
150	Create file for DMV stops for delinquent personal property taxes. Prefer one stop per social security number or fed id ( not vehicle).
151	Ability to upload and post file from third party vendors.
152	Create file for debt set off program. Upload and download documents, generate letters, post payments.
153	For dept set off, flag accounts when there is a hit on customers state refund (ability to give amount that we are getting).
154	Ability to receive and import data from Wythe County who currently uses Tyler/Munis.
155	Ability to forecast revenues with percentage change input of tax rates.
156	<b>CITIZEN SELF SERVICE &amp; PAYMENT PORTAL</b>
157	Developed and hosted by the same software provider.
158	Allows payments, searches and information inquires on customer accounts, including property tax and utility accounts.
159	Displays real property tax customers account information including; owner of record, assessed value, tax rates, payments, balance due.
160	Displays utility customers account information including; owner of record, property location, meter reading date and location, etc..
161	Customer can pay by; credit card, debit card or eCheck or direct deposit.
162	Ability to assign a pin number for customer validation.
163	Ability for real time verification of online payments.
164	Email notification of payment files and verification reports.
165	Ability to have a merchant agreement directly with host bank for epayments.
166	Ability for citizen to have a secure log in. View and print their own receipts from the citizen portal.
167	<b>ACCOUNTS RECIEVABLE &amp; BUSINESS LICENSING</b>
168	Integrates with the general ledger.
169	Ability to create an unlimited number of miscellaneous invoices.
170	Ability to create an unlimited number of business licenses or business privilege tax.
171	Integrates with utility & real estate billing. All Town charges are displayed on one screen or accessible through same portal.
172	Ability to duplicate (renew) invoices and / or business licenses.
173	Ability to "write-off" accounts receivables.
174	Ability to print and send customer statements.
175	Online self service pay portal for payment and renewal of business licenses.
176	Staff approval process for business licenses before they are able to pay.
177	Business licenses with required fields before it can be submitted.
178	Ability to select from a list of business license types, for example new business, renewal, contractor etc.
179	Ability to add note section to business licenses that can be added to and viewed by all staff.
180	Business license fee generation, ability to estimate receipts for two years to generate the amount of business license fee.
181	Internal automation for sending business licenses renewal notice.

A	B
182	Ability to accept other types of payments such as transient occupancy and sales taxes.
183	<b>CASH REGISTERING/EMPLOYEE COUNTER</b>
184	Integrates with chart of accounts, real time accounting and efficiently prepares for bank deposits.
185	Single screen viewing, payment screens and ability to issue a receipt for all incoming payments ( utilities, taxes, etc..).
186	Ability to look up customer accounts with search functions that find tax map parcel numbers, addresses, accounts, name, ssn, etc..
187	Ability to generate a summary of total accounts/amounts paid for each customers account by Fiscal Year and other metrics.
188	Ability to utilize a micro reader to process payments and create a check file to remit to financial institutions for processing.
189	Back end tracking of functions used by employees, ability to audit employee use when needed.
190	<b>OTHER NEEDS FOR FINANCIAL AND ACCOUNTING</b>
191	Ability to upload relevant files and ability to maintain TACS and other collection of taxes by outside vendors on the portal.
192	Ability to upload monthly Recreation Department, Museums and Meeting Center receipts and post these into the system.
193	Ability to use laser printers for receipts.
194	Ability to upload file from bank and check reconciliation with bank account.
195	Ability to flag businesses for meals and lodging taxes that are delinquent in payment. Example; flag a business after due date .
196	Ability to add delinquencies when a partial payment is made.
197	<b>HUMAN RESOURCES/PAYROLL/EMPLOYEE SELF SERVICES</b>
198	Employee ability to log in and experience real time interface with online portal.
199	Employee ability to conduct simple queries to find screens/info, point and click options, drop down choices.
200	Employee ability to edit personal information ( address, phone, emergency contacts, etc..).
201	Employee ability to access and print current and historic paystubs, w-2s and leave information etc..
202	Employee access to leave requests, available bank of vacation, sick, other types of leave, up to date and available to employees 24/7.
203	Employee ability to access health insurance plan types from their portal and requests changes during open season, access forms.
204	Employee ability to make benefit elections from a list of eligible benefits and access supporting info. Compare cost of benefits.
205	Supports effected dated benefit/deduction plan enrollment and termination dates, updates based on employee status change.
206	Include automated schedule for benefit s/deductions, ability to catch up on contributions or recover amounts into arrears.
207	Assigns a rate schedule to apply new rates with future effective dates for the new plan year.
208	Ability to do a one time benefit/deduction when needed.
209	Ability to customize as "pre taxed" or "post tax" benefit/deduction.
210	Tracks "waived" benefit /deduction plans by employee.
211	Facilitates reporting to third party benefit providers.
212	Allows benefit costs to be set up for new year, while continuing to process for existing year.
213	System that tracks each employees compensation changes or increases by date, amount, reason.
214	HR ability to post new jobs and track applicants prior to employment. Store application pool for other fut ure positions.
215	HR ability to communicate directly with job boards, post jobs, remove jobs from listings.
216	HR ability to send automatic emails to job candidates, customize email messages, library of standard responses to applicants.
217	Embedded workflow for hiring managers, requisition approvals, offer approvals, new hire dates.
218	HR internal view calendar to track hiring dates, interview times, posting schedules etc..
219	Online system for receiving job applications that directly feed into the system for storage, searchable by HR, able to update.
220	Seamless integration of job applicant information into employee profile if hired.
221	Self Service onboarding screens to allow employees to complete standard forms online in the portal.
222	Self Service onboarding videos/training screens customizable by job positions at direction of HR staff/Dept heads.
223	HR ability to track overtime for public safety/other employees who work more than 8 hour shifts.
224	HR ability to track pension wages as different inputs for general employees, fire, police, etc..
225	HR ability to generate pension information by requested date range suitable for submission to each pension plans actuary.
226	HR ability to track base pay separate from incentives/overtime etc..
227	Performance evaluation system, customizable, track performance reviews, access specific to dept heads.
228	System tracks and flags yearly need for trainings, physicals and other needs by HR dept for specific positions.
229	System tracks mandatory training participation and links to portals for training videos/resources.
230	System stores and makes accessible HR forms that can be completed online by employees.
231	Complaint/disciplinary tracker and storage for employee relations cases, searchable database, able to integrate discipline workflows
232	System that tracks and stores FMLA and workers comp cases.
233	Ability to create organization structure and charts, tracks open positions in the organizational chart or export data to third party system.
234	Employee Learning Center to house organization documents useful to HR/training.
235	Ability to set pay ranges based on towns adopted pay plan, link to employee profiles, notify if employee capped at max pay.
236	Position control based on staffing levels, organizational chart, ability for HR director to override based on unique situations.
237	Ability to provide a custom field for unique qualifiers such as; relationships, exempt addresses, veterans, etc..
238	Ability to submit and track ACA (1095) reporting and filing.
239	Ability to track employees on varying shift schedules (fire/ems) as well as track part time, full time, exempt and non exempt.
240	Capable of running customizable reports on demographics, degrees, other inputs related to employees.
241	Benefit administration, including providing access to third party to generate EDI feeds to benefit carriers is preferred.

A	B
242	Portal for payroll tax filing for federal, state and local jurisdictions and electronic W-2 Filing.
243	Unlimited earnings codes, deduction codes and direct deposits.
244	Ability to allocate individual employees salaries to multiple General Ledger Account codes.
245	Ability to show HR each positions pay progression and store historic data.
246	Ability to show employees the dollar value of the Town's benefit package for each position and export to pdf document when needed.
247	System needs to be able to apply shift differential pay for multiple schedules.
248	System ability to provide retroactive pay, and generate retroactive calculations.
249	System must have direct deposit capability and also be able to print checks for those that need it.
250	Supports ability to accommodate new hires mid year with establishing payroll, deductions, etc..
251	Provide pre check registers and audit reports prior to running payroll.
252	Provide for check reconciliation.
253	Ability to process off cycle payrolls ( special payroll).
254	Capable of re-running selected steps in the payroll process.
255	System shall provide budget projections for payroll. Town fiscal year is from July 1-June 30.
256	System needs to capture and present built in categories, such as "sworn" and "non-sworn in" .
257	System needs to be able to provide customizable deductions and incentives/allowances by position, example car and non salary.
258	Timekeeping system or ability to interface with third party timekeeping system.
259	Labor Distribution for various functions or General Ledger Account Codes.
260	Vacation and other leave balances. Track monthly accruals, use of leave and accrual at end of pay period or month.
261	Ability to pre program and account for paid Holiday leave.
262	Ability for employee to use online request for leave, request automatically go to assigned department head.
263	Ability to "cap off" employee accruals as per the Town's policy on position and accrual structure.
264	Ability to create and track overtime rules based on the towns different overtime rules/pay rates.
265	Ability to input and track FMLA and workers comp hours.
266	Ability to have town's observed holidays automatically reflected on time cards for payroll purposes.
267	Managers ability to review time off requests in a single view.
268	Electronic time sheet approval and storage of requests, email notices of request status.
269	
270	<b>ADDITIONAL SPACE FOR OFFEROR TO ADD NEEDED COMPONENTS/SERVICES FOR COMPLETE FUNCTIONALITY</b>
271	* Use this space to list additional needs /software/programs/ hardware that is required to fully operate your system

**APPENDIX I - TOWN OF WYTHEVILLE  
PROCUREMENT POLICY  
GENERAL TERMS AND CONDITIONS**

**1. Laws, Regulations, and Courts.**

- A. This procurement is governed by the applicable statutes in the Virginia Public Procurement Act (Code of Virginia, § 2.2-4300 through § 2.2-4377), the Town of Wytheville (Town) Code of Ordinances (2-81 through 2-159) and policies set forth by the Town Purchasing Agent.
- B. The Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- C. All solicitations or contracts issued by Town of Wytheville shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this agreement shall lie in the Circuit Court of the County of Wythe and such litigation shall be brought only in such courts. The Town and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*).

**2. Taxes.** Pursuant to *Code of Virginia § 58.1-609.1(4)*, the Town is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the Town for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

**3. Anti-Discrimination Statement by Town.** The Town certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Town has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1 and 2.2-4310*)

**4. Anti-Discrimination Statement by Contractor.**

- A. During the performance of the contract, the Contractor agrees to the following provisions.
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification 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.
  - 2. 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.
  - 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor. (*Code of Virginia, § 2.2-4310*)

**5. Immigration Reform and Control Act of 1986.** In executing a contract with the Town, the Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. (*Code of Virginia, § 2.2-4311.1*)

6. **Drug-Free Workplace.** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in 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 the provisions will be binding upon each subcontractor or Contractor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. (*Code of Virginia, § 2.2-4312*)
  
7. **Authorization to Transact Business in the Commonwealth.** In order to contract with Town of Wytheville, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. 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 shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the Town Manager. Any business entity as described above that enters a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. Town of Wytheville may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section. (*Code of Virginia, § 2.2-4311.2*)
  
8. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town of Wytheville, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.
  
9. **Insurance.** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and three (3) years beyond the expiration date of the policy for liability insurance. All insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia. The Town Manager at his discretion can modify these requirements in writing.

**Minimum Insurance Coverage and Limits Required:**

- a. **Workers' Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Town of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the contract shall be in noncompliance with the contract. *§ 2.2-4332 and 65.2-800 et seq. Code of Virginia*
- b. **Employer's Liability** - \$1,000,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$1,000,000 bodily injury by disease each employee.
- c. **Automobile Liability Insurance** with limits of \$1,000,000. Coverage symbol 1, Best Rating of A-.
- d. **Commercial General Liability** - \$1,000,000 combined single limits. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and

completed operations coverage. The “Town of Wytheville, Virginia, its Officers, agents, and employees” shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County’s insurers.

- e. **Professional Liability** – limit of \$1,000,000.
- f. **Builders Risk Coverage.** Replacement cost basis for the duration of the contract.

10. **Debarment Status.** In submitting a proposal, the contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency, or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

11. **Payment.**

- A. Contractor shall provide the Town with a complete and accurate IRS Form W-9.
- B. Invoices for products/services ordered, delivered, and accepted shall be submitted to the attention of the Project Manager for the project, Town of Wytheville, P.O. Box 533, Wytheville, VA 24382.
- C. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last.
- D. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.
- E. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- F. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the Town of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).
- G. The Contractor is obligated to: (1) pay the subcontractor(s) within seven (7) days of the Contractor’s receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) notify the Town and the subcontractor(s) within seven days, in writing of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment. (*Code of Virginia § 2.2-4354*)
- H. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the contractor of payments from the Town, except for amounts withheld as states in Section g above.
- I. These provisions apply to each sub-tier Contractor performing under the primary contractor. A contractor’s obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

12. **Availability of Funds.** It is understood and agreed between the parties that the Town shall be bound hereunder only to the extent of the funds available, or which may hereafter become available. The contract will be contingent upon annual appropriations by the Town Council. Failure of the Town Council to appropriate adequate funds for the terms of the contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Town Council fail to make annual appropriations for the contract.

13. **Assignment of Contract.** A contact shall not be assignable by the Contractor in whole or in part without the written consent of the Town.

14. **Default.** It shall be the Contractor's responsibility to make sure that all work is completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

15. **Changes to the Contract.** All contract modifications must be approved by the Town Manager or his designee. The Town will not assume responsibility for the cost of any changes made without proper consent. Changes can be made to the contract in any of the following ways:

A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. The Town may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Town of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Town's written decision affirming, modifying, or revoking the prior written notice. If the Town decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Town's right to audit the Contractor's records and/or to determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Town or with the performance of the contract.

16. **Fixed Price Contract.** A fixed price contract cannot be increased by more than 25% of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Town Council. (*Code of Virginia § 2.2-4309*)

17. **Termination of Contract.**

A. **Termination for Cause.**

1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the Town may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the Town may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled

workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the Town, or otherwise be guilty of a substantial violation of any provision of the contract, then the Town may terminate the contract. The Town retains the sole discretion to determine any violation of this section.

2. Prior to termination of the contract, the Town shall give the Contractor and his surety (when applicable) ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the Town within said ten (10) days, the Town may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the Town may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the Town finds acceptable. If at any time more than ten (10) days after the notice of termination, the Town determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Town may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
4. Upon termination of the contract, the Town shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the Town may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the Town, together with any other expenses of terminating the contract and having it completed by others.
5. Termination of the contract is without prejudice to any other right/remedy of the Town.

#### **B. Termination for Convenience**

1. Town may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all labor forces and materials as the Town elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as the Town may require to assign to the Town the Contractor's interest in all subcontracts and purchase orders designated by the Town. After all such steps have been taken to the Town's satisfaction, the Contractor shall receive full compensation for termination and assignment the following:
  - All amounts then otherwise due under the terms of this contract as of the latest request for payment,
  - Amounts due for work performed after the latest request for payment through the date of termination, and
  - Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, the Town shall have no further obligations to the Contractor of any nature.

2. In no event shall termination for the convenience of the Town terminate the obligations of the Contractor's surety on its payment and performance bonds.
18. **Debarment Process.** The Town policy on debarment is defined in the Wytheville Town Code, Section 2-156. (Enabled under Code of Virginia § 2.2-4321)
19. **Contractual Disputes.** Disputes and claims arising under this agreement shall be processed pursuant to the *Code of Virginia §2.2-4363.*
20. **Audit.** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the Town, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
21. **Patents, Copyright and Trademark.** The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold, and save harmless the Town, its officers, agents, and employees, from any loss or liability for or on account of such infringement.
22. **Conflict of Interest Policy and Ethics in Public Contracting.** The Town maintains a Conflict of Interest Policy in accordance with *Code of Virginia §2.2-4367* through *§2.2-4377.* A contractor certifies by signing their bid/proposal to the Town, that no conflict of interest or collusion exists between any person representing the Town and the offeror/contractor.
23. **Business and Contractors License.** Where required, contractor's and businesses are required to obtain licenses and permits prior to working in the Town. Information regarding the Town of Wytheville Business License requirement is available at <https://www.wytheville.org/business>
24. **COVID-19.**

The Contractor is required to adhere in all respects to all federal, state, and local COVID-19 regulations, including, but not limited to, Executive Orders issued by the Governor of Virginia, the rules promulgated by the Virginia Department of Labor and Industry ("DOLI Rules"), and the Town of Wytheville (COVID-19) Preparedness and Response Plan (the "Required Local Plan"). In the event of conflict between COVID-19 provisions, the strictest provision shall govern. Without limiting the foregoing, the Contractor shall abide by the following:

  - A. Sick and Exposed Persons to Stay at Home. Sick and exposed contractors to the Covid-19 virus shall stay at home and isolate for five (5) days and shall stay home until all signs of fever and/or illness is not present prior to returning to work. Isolation and quarantine guidelines are subject to change at the direction of local, state, and federal mandates. Any questions regarding exposure, illness, isolation, and quarantine guidelines can be directed to Human Resources Department at 276-223-3321.
  - B. Notice to Town Required of Positive COVID-19 Tests at Town Work Sites. Pursuant to the DOLI Rules and the Required Local Plan, the Contractor is required by law to advise the Town within 24 hours if an employee of the Contractor or someone associated with the Contractor who was present at a place of employment owned or operated by the Town tests positive for COVID-19. All such reports of positive COVID-19 tests shall be directed to Human Resources Department at (276) 223-3321
  - C. Subcontractors. The Contractor is responsible for ensuring that its subcontractors comply with all the foregoing requirements.

**ATTACHMENT A.**

**ADDENDUM STATUS**

The Town of Wytheville is committed to providing the information necessary for offeror(s) to fully understand the scope of work and to submit complete proposals. Addendums may arise from an identified and last-minute change or for clarification of items/questions which develop after the release of the RFP. The addendum will be posted on the Town’s website, <https://www.wytheville.org/rfp> and on any online platforms that featured the original proposal.

This form is used to ensure that all offeror(s) received addendums (if any) for the proposal.

If no addendum was issued or received indicate N/A here: \_\_\_\_\_

If addendum(s) were issued, indicate that it was received by offeror below:

The undersigned offeror received the addendum(s),

Signature: \_\_\_\_\_

Date(s) of Addendum(s): \_\_\_\_\_

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

\*\*\* THIS FORM MUST BE INCLUDED IN THE PROPOSAL PACKET

## ATTACHMENT B. PROPRIETARY/CONFIDENTIAL INFORMATION

**Code of Virginia 2.2-4342F** “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.”

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. **Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in both paper and electronic PDF format) of their bid/proposal in addition to the required number of copies requested.** The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

**Name of Bidder/Offeror:** \_\_\_\_\_

**Indicate N/A if there is no proprietary/confidential information in the proposal:** \_\_\_\_\_

**If there is proprietary/confidential information, complete the table below. Additional sheets can be added if needed.**

SECTION/TITLE OF THE CONFIDENTIAL INFORMATION	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

\*\*\* THIS FORM MUST BE INCLUDED IN THE PROPOSAL PACKET

## ATTACHMENT C. STATE CORPORATION COMMISSION (SCC) FORM

Pursuant to Code of Virginia 2.2-4311.2 (B) A bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any bidder/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/proposal a statement describing why the bidder/offeror is not required to be so authorized. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his the designee or by the Chief Executive of a local governing body. A link to the SCC site is at <http://www.scc.virginia.gov>.

**Select one (1) of the choices with an X.**

**The undersigned Offeror is:**

a corporation/business entity with the following SCC identification number: \_\_\_\_\_

not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location).

out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**

an entity which has not completed any of the foregoing options but currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow them to submit the SCC identification number after the due date for bids/proposals. The Town reserves the right to determine in its sole discretion whether to allow such waiver.

**Signed By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Name of Firm on SCC License:** \_\_\_\_\_

\*\*\* THIS FORM MUST BE INCLUDED IN THE PROPOSAL PACKET

**ATTACHMENT D.**

**NON-COLLUSION AFFIDAVIT**

The Town of Wytheville is committed to an equitable and fair procurement process. Procurement policy prohibits collusion as it relates to the development of procurement documents.

I hereby certify that I am the offeror or a partner of the offeror, or an officer or employee of the offeror's corporation with authority to sign on its behalf and I certify that the following statements are true.

- (1) That the attached proposal or proposals have been arrived at by the offeror and have been arrived at and submitted without collusion or any design to limit bidding or competition; and
- (2) That the contents of the proposal or proposals have not been communicated to any person not an employee or agent of the offeror on any bid furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
- (3) That I have fully informed myself regarding the accuracy of the statements made in this statement.

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print)

Name of Firm: \_\_\_\_\_

\*\*\* THIS FORM MUST BE INCLUDED IN THE PROPOSAL PACKET

## ATTACHMENT E. INSURANCE REQUIREMENTS

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have the same insurance. The contractor further certifies that they or any subcontractor will maintain these coverages during the entire term of the contract.

- a. **Workers' Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Town of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the contract shall be in noncompliance with the contract. § 2.2-4332 and 65.2-800 et seq. Code of Virginia
- b. **Employer's Liability** - \$1,000,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$1,000,000 bodily injury by disease each employee.
- c. **Automobile Liability Insurance** with limits of \$1,000,000. Coverage symbol 1, Best Rating of A-.
- d. **Commercial General Liability** - \$1,000,000 combined single limits. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "Town of Wytheville, Virginia, its Officers, agents, and employees" shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
- e. **Professional Liability** – limit of \$1,000,000.
- f. **Builders Risk Coverage**. Replacement cost basis for the duration of the contract.

**Upon Request, the Town may require two (2) documents of insurance coverage:**

- 1.) Certificate of Insurance (COI) for the Town of Wytheville. COI must show the Additional Insured Status.
- 2.) Additional Insured Endorsement issued by the insurance company to show the Additional Insured addition was made to the policy.

### BIDDER/OFFEROR STATEMENT

***I understand the Insurance Requirements and will comply in full if awarded this contract.***

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

\*\*\* THIS FORM AND THE ATTACHMENT WC -WORKERS COMPENSATION FORM 61-A MUST BE INCLUDED IN THE PROPOSAL PACKET

## ATTACHMENT F.

## NOTICE OF EXCEPTIONS

**PLEASE SELECT ONE OF THE FOLLOWING BOXES, SIGN THE FORM, AND RETURN THIS FORM WITH YOUR BID/PROPOSAL SUBMISSION.**

- My firm does not have any exceptions to the bid proposal to list on this form. We accept the terms and conditions as listed.
  
- Technology proposal exception. Per Virginia Code § 2.2-4302.2 (3): “In the case of a **proposal for information technology**, as defined in § 2.2-2006, a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation.”
  
- A/E proposal exception. Per Virginia Code § 2.2-4302.2 (4): “**For architectural or engineering services**, the public body shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified offerors are ranked for negotiations.”

**WHEN APPLICABLE LIST ANY EXCEPTIONS BELOW:**

The following is a list of exceptions that I have to the bid proposal.

---

---

Signed by: \_\_\_\_\_

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

\*\*\* THIS FORM MUST BE INCLUDED IN THE PROPOSAL PACKET

## ATTACHMENT G. BUSINESS LICENSE & PROFESSIONAL LICENSE

The firm is required to show proof of a business license and proof of any professional licenses required to operate in the Commonwealth of Virginia.

In accordance with the Wytheville Town Code, Section 7-19," It shall be unlawful and shall constitute a misdemeanor for any person to conduct a business, or to engage in a profession, trade or occupation within the municipality, without first procuring a license as required under the provisions of this article."

This clause pertains to all businesses that physically locate an office in the town and/or any contractors who perform work in the town. This clause does not pertain to professional services when a home office is in another jurisdiction.

If chosen and prior to the award of a contract, a firm which is required to obtain a Town of Wytheville Business License will be required to submit a copy of the license. More information regarding The Town of Wytheville Business License is available at the Treasurer's Office or by visiting <https://www.wytheville.org/business>

**Name of Firm and Town of Wytheville Business License Number: (Indicate N/A if not applicable)**

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**If the home office is located in another jurisdiction, Complete the information below or indicate N/A:**

**Name of Firm:**

**Locality:**

**Business License Number:**

---

**Other Required License(s):**

**\*\*\*List any other professional licenses which may be required to conduct this business in the Commonwealth of Virginia. Use the space below. Indicate N/A if this is not applicable to the scope of work.**

---

**\*\*\* Licensed contractors shall submit the DPOR License Number on the outside of the sealed bid packet in addition to using this form.**

**\*\*\* THIS FORM MUST BE SUBMITTED WITH THE BID PACKET**

**ATTACHMENT H. SELF CERTIFY STATUS (SWAM, DBE, Other)**

The Virginia Small Business Supplier Diversity Agency maintains a list of firms that are SWAM and DBE certified. Small, Women-owned, Minority-owned, Micro, Service-Disabled Veteran-owned, and ESO Businesses (SWAM) can become certified if the firm so chooses and listed at the website <https://www.sbsd.virginia.gov/directory/> . This website provides a link to the Federal Disadvantaged Business Enterprise (DBE) certification process and list for those who qualify for the federal certification.

If your organization is Small, Women Minority- owned business (SWAM) and/or Disadvantaged Business Enterprise (DBE) certified please indicate below. If the firm is not self-certified, indicate with N/A in the space provided.

Signed By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Status: \_\_\_\_\_

Not Applicable/ No Status to report: \_\_\_\_\_

\*\*\* THIS FORM MUST BE INCLUDED IN THE BID PACKET

## ATTACHMENT I.

## REFERENCE LIST

If required, and when stated as a requirement in the bid or proposal packet, list three (3) references who have employed the offeror and/or used related services to the scope of this proposal.

If references are not required as part of this bid put N/A here: \_\_\_\_\_

<b>Company</b>	<b>Contact Name</b>	<b>Phone</b>	<b>Email</b>	<b>Year of Contract</b>	<b>Project Name</b>

\*\*\* THIS FORM MUST BE INCLUDED IN THE PROPOSAL PACKET

**ATTACHMENT J.**

**SAMPLE CONTRACT**

CONTRACT #: \_\_\_\_\_

This Contract entered this date [Date], by \_\_\_\_\_ hereinafter called the “Contractor” and the Town of Wytheville, called the “Owner.”

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide [goods/services] to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_ with \_\_\_\_\_ renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire Town of Wytheville’s Official solicitation (no revisions by the Contractor) dated: \_\_\_\_\_. If applicable, any Official Town Addenda: #1, dated: \_\_\_\_\_.
- (3) The Contractor’s Bid/Proposal response dated \_\_\_\_\_ and the following negotiated modifications to the Bid/Proposal (if applicable), all of which are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

TOWN OF WYTHEVILLE (OWNER):

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_ Title: \_\_\_\_\_

\*\*\* THIS FORM IS FOR SAMPLE PURPOSES. IT IS **NOT** REQUIRED TO BE COMPLETED AS PART OF THE BID SUBMITTAL. THIS FORM AND/OR SIMILAR CONTRACT WILL BE EXECUTED IF OFFEROR IS AWARDED THE CONTRACT. THE TOWN RESERVES THE RIGHT TO DRAFT A CONTRACT THAT REFLECTS THE SPECIFIC NEEDS OF THE PROCUREMENT.

# Contractor's Certification of Workers' Compensation Liability

(Form 61-A)



www.workcomp.virginia.gov

**PLEASE COMPLETE FULLY AND LEGIBLY**

This form must be filed in each Virginia locality where a contractor applies for or renews a business license

**FILING INSTRUCTIONS ON REVERSE SIDE**

<b>Locality Issuing License:</b> City <input type="checkbox"/> Town <input checked="" type="checkbox"/> County <input type="checkbox"/>		<b>Name of Locality:</b> Wytheville	<b>Business or Trade Name:</b>	<b>Business License Number:</b>
<b>Name of Applicant</b> Last:		First:	<b>Business FEIN or Tax ID Number:</b>	
<b>Applicant Mailing Address:</b>			<b>Business Address:</b>	
City: State: Zip:			City: State: Zip:	
<b>Home Telephone:</b>			Business: Corp. <input type="checkbox"/> L.L.C. <input type="checkbox"/> Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>	
<b>METHOD of INSURING FOR WORKERS' COMPENSATION LIABILITY:</b>				
<b>Indicate One:</b>  <input type="checkbox"/> Insurance Carrier licensed in Virginia  <input type="checkbox"/> Self insured with certificate of authorization issued by the Virginia Workers' Compensation Commission  <input type="checkbox"/> Group Self-Insurance Association (GSIA) licensed by the State Corporation Commission  <input type="checkbox"/> A Professional Employer Organization (PEO) registered in Virginia		<b>Type of Trade or Industry:</b>		
<b>Name of Insurance Carrier, Self-Insured, GSIA or PEO:</b>		<b>Business Telephone:</b>	<b>E-mail Address:</b>	
<b>Policy, Master Policy or Certificate Number:</b>		<input type="checkbox"/> Check Here if Workers' Compensation is <i>Not</i> Required		
<b>Policy Effective Date and Policy Period:</b>		<b>Reason:</b> <input type="checkbox"/> Less than 3 employees  (Note: Corporate officers, LLC managers, part-time employees and employees of your subcontractors generally count as your employees for workers' compensation purposes. Filing of a 1099, payment of cash wages or designating a worker an "Independent Contractor" does not necessarily alter employee status under the Workers' Compensation Act.)  <input type="checkbox"/> Other (Explain)		
		<b>If you answered workers' compensation Not Required, answer below: Do you hire Independent Contractors or subcontractors to assist you in your work?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No		

For VWC Use Only:

Under penalty of law, the undersigned certifies s/he is duly authorized by the business license applicant to execute this certificate; the information provided herein is correct; and the business is in compliance with Chapter 8 of Title 65.2 of the Virginia Workers' Compensation Act and will remain in compliance with the law during the effective period of the business license.

<b>Signature of Applicant</b>	<b>Date</b>
<b>Print Name of Applicant</b>	

Form 61-A is prepared and distributed by the Virginia Workers' Compensation Commission to local licensing authorities for use in compliance with Section 58.1-3714, Code of Virginia. Form 61 A is also available online at www.workcomp.virginia.gov

If there are any questions regarding this form, please contact the Commission toll-free at 1-877-664-2566

## ***INSTRUCTIONS FOR COMPLETION OF VWC FORM 61-A***

### ***Contractor's Certification of Workers' Compensation Liability***

#### **To be completed by the official issuing the business license.**

1. Check one. City, Town or County.  
Provide the name of locality issuing the license.  
Provide business license number including any prefix or suffix.

#### **To be completed by the contractor. All information requested is required.**

2. Applicant's name, mailing address and phone number are required.
3. Provide complete name of business. Sole-proprietors and partners should include the trade name under which the business operates.
4. Provide the complete business address used to receive mail by the U.S. Postal Service.
5. Provide the Federal Employer Identification Number (FEIN). If one has not been issued, list the Temporary FEIN issued by the Virginia Tax Dept. If a sole proprietor with neither, list your social security number.
6. Check the legal status of the business.
7. Provide the type of trade/industry in which the business is classified.
8. Provide the business phone number and e-mail if available.
9. Provide the complete name of the insurance company or other insuring entity providing workers' compensation liability insurance for the business. If insured with a carrier, provide carrier name and policy number. If self-insured, provide name on certificate and certificate number. If group self-insured, provide group name and member number. If insured under a Professional Employer Organization (PEO) master policy, provide PEO name and policy number. For all coverage provide policy effective dates.  
  
Do not use the name of an insurance agency.  
If the name of the insurance company is unknown, contact the agent for this information.
10. For contractors that indicate workers' compensation is not required, indicate if you hire subcontractors to assist you in your work or in fulfilling your contracts.
11. For general information regarding whether workers' compensation coverage is required, please review the brochure provided or contact the Virginia Workers' Compensation Commission at 1-877-664-2566.
12. Sign the form and print the name of the person signing the form.
13. Date the form and present it to the licensing authority.

**Note:** The state funds of West Virginia and Maryland are not authorized to write workers' compensation insurance in Virginia.

**DO NOT ATTACH ANY DOCUMENTS TO THE CONTRACTOR'S CERTIFICATE.**