



COMMONWEALTH OF VIRGINIA

County of Henrico

RFP No. 21-2199-7JOK

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

August 17, 2021
Request for Proposal ("RFP")
Case Management System

Your firm is invited to submit a proposal to provide a case management system solution for the County Attorney's Office in accordance with the enclosed Specifications and General Terms and Conditions.

Your firm's proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a "pdf" format**, will be received no later than **11 a.m., local prevailing time, on September 15, 2021**, by submission through the Commonwealth of Virginia's electronic procurement platform [eVA](#).

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

This RFP and any addenda are available on the County of Henrico website at: <http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact Ryan Murphy at mur047@henrico.us by no later than **September 3, 2021**.

Very truly yours,

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

I. **INTRODUCTION**

A. **Purpose**

The intent and purpose of this Request for Proposal (“RFP”), and the resulting contract, is to obtain services from a qualified firm to provide the products, expertise, implementation services and associated on-going support necessary to provide a Legal Case Management, Matter Management, Discovery Management, and Document Management System (“Case Management System”) solution, in accordance with the Scope of Services section of the solicitation, to improve the efficiency and productivity of the staff and attorneys of the Office of the County Attorney (“Office”) for the County of Henrico, Virginia (the “County”). Ideally, the solution will consist of a single product providing a central digital platform for all legal matters handled by the Office. However, the County may negotiate and award more than one contract if the County determines that multiple products are necessary to provide the functionality desired by the Office. Accordingly, prospective offerors are encouraged to submit proposals even if their solutions provide only some of the Office’s desired functionality.

B. **Background**

The County is a full-service local government bordering the City of Richmond on the west, north, and east, and lying between the James and Chickahominy Rivers. The County constitutes approximately a third of the Richmond metropolitan area. Approximately 329,261 Henrico County residents live in a well-planned community of 244.06 square miles.

The Office advises and represents the Board of Supervisors, the County Manager, County boards (including the School Board), commissions, agencies, other County offices, and employees in civil matters involving the County. On a day-to-day basis, the Office’s work includes:

- Advising employees and elected and appointed officials about applicable laws governing County business
- Drafting ordinances and resolutions
- Representing County officials and employees in court and administrative proceedings
- Reviewing contracts, bond documents, and deeds
- Leading contract development and negotiation for a variety of transactions
- Analyzing cases, statutes, regulations, and proposals which may affect the County’s legal rights and obligations
- Analyzing proposed and enacted state legislation

The Office also handles certain misdemeanor prosecutions, primarily involving the application of the Building Code and Zoning Ordinance.

The Office currently uses its “County Attorney Tracking System” (CATS). CATS catalogues matters and information about the status of matters being handled by the Office, but it provides limited functionality. CATS is effectively a card catalogue system

with limited search functionality that informs users whether a hard copy file exists and where a file is located (i.e., in an attorney's office, in a particular filing cabinet, or at the offsite storage facility of the County's third-party vendor). CATS does not catalogue, collect, or store any documents or communications. Instead, documents and communications about a matter may reside in multiple digital locations and hard copy files.

For example, if the Office is negotiating a contract for a new technology purchase, a hard copy file with correspondence, draft contract revisions, attorneys' notes, and other information about the matter was likely created. In addition, digital information relevant to the matter likely resides in multiple locations. Attorneys may save emails in Microsoft Outlook folders, or they may manually copy .msg files to the Office's network storage drive. Microsoft Word documents, such as contract drafts, may be saved on the Office's network storage drive, an individual attorney's local hard drive, or Google Drive. Contacts and calendars for the matter would be stored in an attorney's Outlook account.

The ideal Case Management System would establish a single seamless repository where all information about a matter could be stored, accessed, viewed, searched, and updated more efficiently. In addition, the ideal Case Management System would allow administrators to limit access to sensitive matters, allow users to share documents with clients and external parties as appropriate, and include e-discovery capabilities.

II. SCOPE OF SERVICES

The Office seeks a Case Management System that provides centralized case tracking and management to the Office. The Case Management System should perform storage and access functions that include contact management, document assembly, document and electronic file management, records management, discovery management, and case status tracking.

The County seeks a Case Management System with an automated mechanism to track the status of matters and attorney caseloads and that provides information sufficient to manage each case effectively. The Case Management System must be able to schedule and maintain a calendar of all events associated with a matter. The Case Management System must efficiently organize, store, and retrieve emails, and include the ability to associate a particular email with multiple matters. The Case Management System must control document versions. In addition, the Case Management System must manage and track contacts for specific matters and for the Office generally. Finally, the Case Management System must be able to generate both standard and ad hoc reports and assemble, process, and manage documents.

The Successful Offeror shall provide a sound, proven implementation plan for a Case Management System that allows for continuity of service to the Office's clients during installation, cutover, and training activities.

The Successful Offeror shall provide all labor, supervision, equipment, products, and services to provide the following:

A. General Requirements

1. Commercial, off the shelf (“COTS”) software package that includes the required functionality, flexible configuration capabilities, dynamic reporting and search capabilities, and dashboards. The County will consider either a cloud (vendor-hosted) solution or an on-premises (County-hosted) solution. A vendor-hosted cloud solution should provide for unlimited data storage.
2. The County seeks a Case Management System with the following categories of functionality:
 - i. **Case Tracking:** The Case Management System must provide an automated mechanism to track the status of matters, including cases and caseloads.
 - ii. **Case Management:** The Case Management System must provide automated information necessary to effectively manage each matter.
 - iii. **Contact Management:** The Case Management System must track every individual and entity related to a case and/or the Office.
 - iv. **Scheduling:** The Case Management System must schedule and maintain a calendar of all events associated with a matter or user.
 - v. **Reporting Outputs:** The Case Management System must include an ad hoc reporting capability.
 - vi. **Data Entry and Other Related Features:** The Case Management System must support data entry and other related features within the Case Management System.
 - vii. **Document Management:** The Case Management System must provide robust document assembly and management functionality, including indexing, version management, a means to create blacklines, redaction tools, and the ability to perform word searches across and within various types of documents.
 - viii. **Discovery Management:** The Case Management System must provide tools for processing, reviewing, and securely transmitting documents in e-discovery.
3. The Office is considering migrating data from its existing CATS system and files saved on network storage drives to the new Case Management System. Therefore, the Office requests a data conversion/migration plan for certain existing data. Existing legacy data includes data contained in the Office’s existing CATS system and approximately 1TB of various documents and files saved on an existing network storage drive. The files saved on the existing network storage drive consist primarily of .pdf and common image file types, Microsoft Office file types (including Outlook file types).

B. Desired Features

The Office seeks a Case Management System offering a combination of features and functionality that will maximize the Office’s productivity. The following is a summary of the functionality the County seeks in a Case Management System. The Functional Requirements Form attached to this RFP as Attachment F lists the Office’s desired

functionality in more detail. In addition to the functionality described in Attachment F, the Case Management System should:

1. Manage the indexing and storage of documents.
2. Provide a means to manage and control document versions, including tools for efficiently checking revision history for all versions of a document, locking prior versions of a document, and creating blacklines between versions.
3. Produce reports showing the types of matters and the status of matters currently active, as well as the attorneys assigned to those matters.
4. Store and group emails, calendars, tasks, documents, and contract information associated with specific matters.
5. Include comprehensive search capabilities, including the capability to perform optical character recognition upon upload, process metadata, index and make searchable words within stored documents, and perform searches for specified words within stored documents.
6. Include discovery tools for marking documents with multiple (preferably customizable) designations (e.g., privileged, responsive, nonresponsive, and by issue), recognizing and removing duplicate documents, redacting information, building production sets with Bates numbering, building privilege logs, and sending and receiving documents via secure portal.
7. Allow retention periods to be assigned to documents.
8. Have an intuitive user interface that is web based, eliminating the need to install software on client PCs during implementation and upgrades. The County wishes to avoid all browser plug-ins, including Java, Flash, and Silverlight.
9. Integrate with and leverage available Office 365 (GCC) features, including email, calendar, and Office applications.
10. Integrate with and leverage Google Drive.

C. Security

1. Auditing – All changes to information resources require a change approval that is documented and stored securely. Changes to network devices are to be logged for forty-five (45) days. All users must be uniquely identified. Group or shared IDs are prohibited. The following minimum set of events/actions must be logged and kept:
 - i. Additions, changes or deletions to data produced by IT systems;
 - ii. Identification and authentication processes;
 - iii. Actions performed by system operators, system managers, system engineers, technical support, data security officers, and system administrators; and
 - iv. Emergency actions performed by support personnel and/or highly privileged system security resources.

The audit trails must include at least the following information:

- Date and time of event;
- User ID of person performing the action;
- Type of event;
- Asset or resource name and type of access;
- Success or failure of event;

- Source (terminal, port, location, IP address) where technically feasible; and,
 - Identification and authentication processes.
2. General Requirements –
 - i. The Case Management System shall require user login authentication via active directory.
 - ii. The Case Management System shall support the following user rights: create, update, read, and delete to the various modules.
 - iii. The Case Management System shall include a permission management policy allowing users to manage access to specific matters, documents, records, and data fields.
 - iv. The Case Management System shall support levels of security based on a minimum of administrator and user roles.
 - v. The Case Management System shall also have the ability to limit access to certain records (e.g., employment, juvenile, child abuse and neglect) to those users authorized to view them.
 3. Security Incidents – During implementation and subsequent support periods, the Successful Offeror must thoroughly investigate and document all security incidents. The Successful Offeror shall notify the County within twenty-four (24) hours upon initial detection of an incident. The Successful Offeror shall follow industry standard abatement procedures until complete containment of the security breach. At a minimum, the following events shall be treated as security incidents:
 - i. Two (2) or more failed attempts per system day to access or modify security files, password tables or security devices;
 - ii. Disabled logging or attempts to disable logging;
 - iii. Two (2) or more failed attempts to access or modify confidential information within a week (5 business days); and
 - iv. Any unauthorized attempts to modify software or to disable hardware configurations.
 4. Intrusion Detection System – The Successful Offeror must have an intrusion detection system in place that records information for all network devices and stores the logs for forty-five (45) days. The intrusion detection system must send alerts to a 24-hour monitor and can alert network personnel if deemed necessary.
 5. The Successful Offeror must install and provide a means to install all applicable security patches and/or hot-fixes recommended by the applicable hardware or software vendor and disable services and applications not serving the Office's business requirements.
 6. The system must restrict the application and features to authorized users by leveraging access control lists.
 7. Insecure services or protocols shall be replaced with more secure equivalents whenever such exist. For example, HTTPS (HTTP over SSL Encryption) must be used.
 8. Regular review of standards, process, logs, configurations, with County IT personnel.
 9. Confidential Information Security Requirements – Confidential Information is non-public information that if disclosed could result in a negative impact to the County,

its employees, or citizens and may include information or records deemed to be private, privileged, or sensitive. This includes but is not limited to information that contains personally identifiable information (PII), social security numbers (SSN), names, phone numbers, address, and date of birth. The Successful Offeror and Case Management System must secure this information as follows:

- i. Must meet Federal Policy and Guidelines, IRS Security of Confidential Information, Official Documents, Tax Data, Personnel and Property 30.6.1 https://www.irs.gov/irm/part30/irm_30-006-001.html.
- ii. Do not place confidential or sensitive data on any application servers, database servers, or infrastructure components that require direct access from the Internet.
- iii. Implement cryptographic solutions (encryption) when the confidentiality or sensitivity of information must be maintained while a message is in transit between computing devices and when confidential or sensitive information is stored in a file or database.
- iv. Establish appropriate procedures to protect documents, computer media, information/data, and system documentation from unauthorized disclosure, modification, removal, and destruction, including suitable measures to properly dispose of media when it is no longer needed.

10. Authorization – The Successful Offeror shall implement the following authorization controls:

- i. Implement a documented process to ensure that access privileges are verified at least annually;
- ii. Implement an automated process to ensure that individual user sessions either time out or initiate a password protected screen saver after a period of fifteen (15) minutes of inactivity;
- iii. Implement a documented process to ensure that access rights immediately reflect changes in employee status within twenty-four (24) hours of the change;
- iv. Implement a documented process to ensure that physical and logical access is immediately disabled upon a change in employment status where appropriate;
- v. Implement an automated process to ensure that user IDs are disabled after sixty (60) days of inactivity unless they are extended through the explicit approval of an administrator (Note: Functional IDs may be exempted from this requirement);
- vi. Implement a documented process to ensure that all default access capabilities are removed, disabled, or protected to prevent unauthorized use;
- vii. Implement a process/system to ensure that access privileges are traceable to a unique user ID; and,
- viii. Implement an automated display, after a successful logon, showing the date and time of last successful logon and the number of unsuccessful logon attempts since the last successful logon.

D. Confidentiality and Non-Disclosure

The Successful Offeror will come into contact or have access to confidential, privileged, and sensitive information while performing the Contract. All personnel of

the Successful Offeror (including any subcontractors) must sign the Non-Disclosure Statement (**Attachment H** – Sample Non-Disclosure Form). All personnel must adhere to the Non-Disclosure Statement.

E. Licensing

The Case Management System must allow at least 25 concurrent users.

F. Deployment Platforms

The Case Management System must be accessible through the desktop and allow users to download (check out) case information into a notebook or other portable device used independent of the network. Likewise, the Case Management System must be able to upload (check in) and sync the updated case information from the notebook or portable device when back on the network.

G. Implementation Services

1. Installation/Configuration – The Successful Offeror shall provide services to install, configure, troubleshoot, and test the Case Management System for all end users to ensure proper function and compliance with requirements. The County will have the right to inspect, test, and verify that the Successful Offeror has successfully completed this task.
2. Conversion Services – Upon request, the Successful Offeror shall provide data conversion services to migrate the County’s legacy data with 100% accuracy. If requested, the legacy data to be migrated may include .pdf and common image file types, Microsoft Office file types (including Outlook file types), and Google document files. The County will have the right to inspect, test, and verify that the Successful Offeror has successfully completed this task.
3. Training – The Successful Offeror shall provide appropriate training services to the Office and the County’s technical staff. Technical proficiency within the Office varies considerably and the Successful Offeror must design the training to successfully train least proficient users.

H. Post-Implementation Technical Support Services

1. The Successful Offeror shall make support personnel available for phone, email, text, web conferencing (and other real-time interactive technology), and, when necessary, on-site support of the Case Management System during normal business hours to provide technical support. The proposal must describe the process for the County to obtain technical support.
2. The Successful Offeror shall offer an annual support and maintenance program to address problems that arise and to provide periodic patches, updates, upgrades, and new functionality.
3. The Successful Offer shall provide a process for prioritizing issues and escalating issues not resolved within the anticipated resolution period.

I. Training

1. The County requests pricing for a combination of train-the-trainer and vendor-led training. However, the County remains open to either on-site train-the-trainer or vendor-led end user training.
2. The County would prefer a training approach that includes an initial training session for user administrators; a training session for user administrators to implement a train-the-trainer approach; and an initial training session for general users.
3. Training for application administrators and end users must cover the Case Management System's base functionality, configured features, and customized features.
4. Training must prepare the County application administration staff to fully and completely administer and maintain the Case Management System after go-live, and post-production support must cover additional training, including updated user administrator training with each version release.
5. End user training must provide County staff with a complete understanding of the Case Management System's features and functionality. End user training must be designed to be appropriate for an audience with varying levels of technical proficiency. The County expects training to provide users with the ability to accomplish their normal duties without a reduction in service to its customers. End user training should be conducted just prior to go-live.
6. The Successful Offeror must provide detailed documentation and reference materials for each administrator and end user, including updated users' manuals with each version release.
7. The Successful Offeror shall propose a complete training strategy for administrators and end users and include a list of documentation and reference materials the Successful Offeror will provide.

J. Project Management

1. The County will designate a project manager to coordinate all work and make project-related decisions on contract matters in writing.
2. The Successful Offeror must provide a single project manager who is responsible for all aspects of implementation of the Case Management System. This project manager will be the Successful Offeror's primary point of contact throughout the entire implementation. The Successful Offeror's project manager may work at a remote location so long as communication requirements are met. The County will provide space for the project manager when the project manager is on County premises.
3. After conferring with the Successful Offeror, the County shall have the right to require replacement of any project manager or personnel assigned by the Successful Offeror whom the County reasonably determines to be unacceptable. The replacement project manager or personnel must have equal or greater qualifications as his or her predecessor(s). The Successful Offeror must work in good faith to ensure satisfactory turnover and knowledge transfer from one person to the other in the event of County-approved personnel changes. The Successful Offeror shall not charge the County for any additional expense associated with the Successful Offeror's replacement staff being oriented to the County's project.

4. The Successful Offeror must propose a plan for Case Management System implementation. The proposal should include, at a minimum, the information listed in this section (the "Project Plan"). Within 15 days after the Contract is executed, the Successful Offeror shall provide an updated Project Plan. In addition, the parties will schedule a project kick-off meeting to occur within 15 days after the Contract is executed (or as soon as possible thereafter) to discuss the Project Plan and develop a schedule for the QA Plan and Implementation Plan.
 - i. Project Plan
 - a. Issue management and resolution;
 - b. Risk management and mitigation;
 - c. Resource management and deployment approach;
 - d. Automated tools, including application of software solutions;
 - e. Configuration management – approach and solution;
 - f. Project management – project team, work breakdown structure, schedules, milestones, and resources;
 - g. Document repository and control;
 - h. Calendar of events and deadlines, identifying and describing deliverables and milestones;
 - i. Decision support and prioritization;
 - j. Project deliverable review procedures;
 - k. Customer/stakeholder relationship management; and
 - l. Reporting of status and other regular communications with the county project team, including a description of the Successful Offeror's proposed method of ensuring adequate and timely reporting of information.
 - ii. QA Plan
 - a. Requirements Traceability Matrix (RTM): Develop and maintain an RTM to track and report to the County which functional and technical requirements have been satisfied during each phase of the project.
 - b. Testing and Acceptance: Each requirement in the RTM should include a test case to ensure 100% test coverage.
 - The RTM will record test results.
 - c. Data conversion/migration: Propose a data conversion/migration plan. The plan must ensure that the legacy data identified in Section III.G.2 is migrated to the Case Management System.
 - d. Architectural review of system requirements, integrations, and related services.
 - Pre-implementation: Provide a system design drawing customized for the County's environment.
 - Post-implementation: Provide an as-built design drawing for the County's environment.
 - iii. Implementation Plan
 - a. Business Readiness: Provide a business readiness checklist, including all requirements for a smooth implementation.
 - b. Training schedule: Provide a training schedule to ensure all users are prepared to use the new system at go-live.
 - c. Logistics: Provide a plan to ensure management and delivery of all goods and services during implementation, go-live, and post-implementation.

- d. Resources: Identify the resources required of the County and the Successful Offeror for a successful implementation.
- e. Offeror support: Provide a plan for the Successful Offeror to provide support during implementation, go-live, and post-implementation (including phase-in / phase-out services as necessary after contract expiration).

K. Contract Expiration/Termination

The County intends to enter into a Contract (including all license agreements and software/hardware maintenance agreements) for a period of five years beginning with final acceptance of the Case Management System. Thereafter, the County may elect to renew the Contract on an annual basis for up to five one-year renewal periods. In the event of Contract expiration or termination (or in the event the Successful Offeror plans to cease supporting or hosting the Case Management System), the Successful Offeror shall:

- 1. Cooperate with the County and exercise its best efforts to implement an orderly and efficient transition to a successor.
- 2. Make all County data available to a successor in a usable format at an appropriate time to facilitate the transition to a successor.
- 3. Furnish all necessary phase-in/phase-out services after the Contract expires.

III. **COUNTY RESPONSIBILITIES**

The County will designate an individual to act as the County’s representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County’s policies and decisions with respect to the contract.

IV. **ANTICIPATED PROCUREMENT SCHEDULE**

The following represents the timeline of the process currently anticipated by the County:

Request for Proposal Distributed	August 16, 2021
Questions Due	September 3, 2021
Receive Written Proposals	September 15, 2021 at 11:00 a.m.
Conduct Oral Interviews with Offerors	October 2021
Negotiations Completed	October/November 2021
Award Contract	November 2021

V. **GENERAL CONTRACT TERMS AND CONDITIONS**

A. Annual Appropriations

The contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “Contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable unless the County consents, in writing, to an assignment.
4. Notice of award or intent to award may also appear on the Purchasing Office website: <https://henrico.us/finance/divisions/purchasing/>.

C. Collusion

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to deliver services, failure to complete implementation, or if the services fail to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County may provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct the default within 20 calendar days of the County's notice of default.
2. If the Successful Offeror fails to cure the default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)

1. 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 vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, 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.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to 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, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- I. Employment of Unauthorized Aliens Prohibited
As required by Virginia Code § 2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

- J. Ethics in Public Contracting
Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have 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, unless consideration of substantially equal or greater value was exchanged.

- K. Antitrust
By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

- L. Testing and Inspection
The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

- M. Assignment of Contract
The Contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County.

- N. Indemnification
The Successful Offeror agrees to indemnify, defend and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

- O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E).**

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. Unless stated otherwise in the Contract, any products and services licensed to the County (except to the extent that the licensed products and services contain data, software, and any related documentation provided by the County and/or its users to the Successful Offeror in connection with the Contract ("Content")) are the sole and exclusive property of the Successful Offeror and its licensors. All modifications, enhancements, updates, and translations (but excluding customizations) of the licensed products and services shall be deemed part of the licensed products and services.
2. With the exception of any applicable third-party rights, Content and any customizations made for the County's and its users' operation of the licensed products and services are and shall remain the sole and exclusive property of the County, including all applicable rights to patents, copyrights, trademarks, trade secrets, or other proprietary property rights. All right, title, and interest in and to any Content or customizations relating to the County's business shall remain the property of the County, whether or not provided to the Successful Offeror or uploaded into the licensed products and services. Nothing in the Contract shall be construed to convey to the Successful Offeror any rights or interest in Content or customizations. Upon expiration or termination of the Contract, the Successful Offeror shall follow the County's instructions as to the preservation, transfer, or destruction of Content and customizations. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon

request by the County, the Successful Offeror shall certify in writing to the County that the return or destruction of Content and customizations has been completed.

3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of

the work specified in the Contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Termination of Contract

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be

properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any 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 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code § 2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror 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 subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 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.

DD. Contract Period

1. The initial Contract period shall be for a period of five years beginning with the final acceptance of the Case Management System. Contract prices shall remain firm for the initial Contract period.
2. The County may renew the Contract for five additional one-year periods by giving 30 days' written notice before the end of the then-current period unless the Successful Offeror has given the County written notice that it does not wish to renew at least 90 days before the end of the then-current period. The Contract price for any renewal period shall not exceed 3% above the previous year's Contract price.
3. The Contract will not exceed 10 years.

EE. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

FF. Service Accessibility

Pursuant to the award of the contract and as soon as practicable but not later than October 31, 2021, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference.

GG. Information Technology Access Act

All information technology (the "Technology") purchased pursuant to this Contract shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

1. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
3. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants, or the public; and,
4. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other

interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the County determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Successful Offeror must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this section shall be construed to achieve full compliance with the Information Technology Access Act.

HH. Data Privacy

During the performance of this Contract, the Successful Offeror shall comply with all applicable federal and state laws and regulations pertaining to information security and privacy.

II. Prohibited Transactions

Pursuant to Va. Code § 2.2-5514, at all times during the performance of this Contract, the Successful Offeror shall not provide, whether directly or indirectly through subcontractors, any hardware, software, or services that have been prohibited for use on federal government systems by the U.S. Department of Homeland Security.

JJ. Warranties

The Successful Offeror warrants that its proposal accurately reflects the Case Management System's capability to satisfy the terms and specifications of this RFP and that the Case Management System will perform as described in its proposal. If the Case Management System fails under normal use to perform as described in the Successful Offeror's proposal, the County may, without prejudice to any other rights it may have, exercise its rights under V.F and V.X of this RFP. In addition, the Successful Offeror warrants:

1. The Successful Offeror's performance of the Contract does not and shall not violate any agreement or obligation between Successful Offeror and a third party.
2. That it is the sole owner of the software, or if not the owner, that it has received all legally required authorizations from the owner to license the

software, has the full power to grant the rights required by this RFP, and that neither the software nor its use under the Contract will violate or infringe upon any patent, copyright, trade secret, or any other intellectual property rights of a third party.

KK. Upgrades

So long as the County remains current on any annual maintenance fees, the County shall be entitled to all upgraded versions of the software under this Contract that become available from the Successful Offeror. The upgrades shall be provided at no additional cost to the County.

LL. Indemnification from Claims of Infringement

The Successful Offeror shall indemnify, defend, and hold harmless the County (including Henrico County Public Schools) the County's officers, agents and employees, from all claims that the Case Management System or related services provided under the Contract violate or infringe upon any patent, copyright, trade secret, or any other intellectual property rights of a third party, provided that the County gives the Successful Offeror prompt written notice of such claims and permits the Successful Offeror the right to control the defense of such claims and provides the Successful Offeror with all reasonable cooperation. However, without the County's prior written approval, the Successful Offeror shall not enter any settlement that impairs the value or usefulness of the Case Management System or related services that are the subject of the infringement claim or that imposes any obligations on the County. The Successful Offeror shall hold the County harmless from any and all damages and costs resulting from any final judgment, settlement, or other resolution of such claims of infringement and reimburse the County for any direct damages suffered by the County as a result of such claims of infringement, including attorneys' fees.

As to the Case Management System or related services provided under the Contract that are, or in the opinion of the Successful Offeror may become, subject to a claim of infringement, the Successful Offeror, at its option, shall obtain the right for the County to continue using the Case Management System or related services, or the Successful Offeror shall replace or modify the same so as to make them non-infringing. If none of the alternatives are available on commercially reasonable terms, the County agrees, upon the Successful Offeror's request, to terminate the Contract and cease using the Case Management System, and the Successful Offeror shall refund to the County the full amount of the fees paid under the Contract.

The Successful Offeror shall not be obligated to indemnify or defend the County from any infringement claim resulting from the County's unauthorized modification or alteration of the Case Management System.

MM. Non-Professional Services Contract Format

The Non-Professional Services Contract to be executed for this agreement shall be as demonstrated in **Attachment I**. The Contract Documents section may be modified

accordingly to incorporate additional documents as agreed upon between the County and the Offeror.

NN. License Agreement Addendum

The County's License Agreement Addendum is provided in **Attachment J**. The Successful Offeror will be required to execute the County's License Agreement Addendum.

OO. Refusal to Incorporate the County's Terms and Conditions and Contract Documents as Part of the Contract

Offerors that take blanket exception to the RFP, the County's General Contract Terms and Conditions, the Non-Professional Services Contract and/or the License Agreement Addendum, or that refuse to incorporate the County's General Contract Terms and Conditions, the Offeror's original proposal, the Non-Professional Services Contract and/or the License Agreement Addendum, will not be considered for contract award. An offeror must specifically identify any exception to any provision in a section of its proposal titled "Exceptions to RFP" so that the exceptions can be resolved prior to execution of the Contract.

VI. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, email or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. Reserved.
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.

- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), 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 data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). **(Attachment D)**
- I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than September 3, 2021, in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

VII. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
 - 1. Table of Contents
All pages are to be numbered.
 - 2. Tab 1 – Introduction and Signed Forms

In this tab, the following items should be provided:

- a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
- b. Proposal Signature Sheet – **Attachment A**
- c. Business Classification Form – **Attachment B**
- d. Virginia State Corporation Commission Registration Information – **Attachment C**
- e. Proprietary/Confidential Information – **Attachment D**

3. Tab 2 – Statement of the Scope

In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

4. Tab 3 – Qualifications, Experience, Resumes and Financial Stability

In this tab, offerors should demonstrate the Offeror's, and their staff's, qualifications and experience in providing the services as requested in this RFP. Submit current resumes of any staff that will be providing the services to the County. Offerors should provide, at a minimum, documentation demonstrating that they are regularly engaged in providing case management system solutions of similar size and scope for no less than five (5) years. Documentation should include a list of clients that the Offeror has completed or is currently working with on providing case management services and shall include the following information provided:

- a. Description of scope and nature of the solution; and,
- b. Contact persons and telephone numbers.

Offerors should also provide documentation demonstrating the Offeror's financial stability and state whether the Offeror has filed for bankruptcy protection over the last five (5) years.

Additionally, if subconsultants are to be utilized, provide similar documentation to what has been requested of the Offeror in this section.

5. Tab 4 – Project Approach and Methodology

In this tab, offerors should provide, in detail, their approach to fulfilling the scope of services being solicited by this RFP and demonstrate their compliance with the requirements of the Scope of Services. Offerors shall include the Project Plan, QA Plan, Implementation Plan, and training plan discussed in the Scope of Services. The training plans shall describe a complete training strategy for administrators and end users which includes a list of documentation and reference materials that will be provided. Additionally, offerors shall describe the process the County will follow to obtain ongoing technical support once implementation has been completed. Offerors should specify the nature of any post-implementation and on-going support provided by the Offeror including software license maintenance and:

- Post-implementation support (e.g., number of months of on-site support after go-live).

- Telephone support (e.g., include toll-free support hotline, hours of operation, availability of hotline twenty-four (24) hours per day and seven (7) days per week).
- Special plans defining “levels” of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
- Response time for and definition of various types (levels of severity) of problems reported to the support network (e.g., critical issue response time).
- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
- Availability of user groups and their geographic areas.
- Problem reporting and resolution procedures.
- Bug fixes and patches.
- Support provided for third-party solutions.
- Other support (e.g., on-site, remote dial-in, website access to patches, fixes and knowledge base).

In this tab, offerors should also address third-party products/optional software included in their proposal. The Offeror should clearly identify any third-party products that are part of the proposed Case Management System. For each third-party product there should be a statement about whether the Offeror’s contract will encompass the third-party product and/or whether the County will have to contract separately with the third-party firm for the product. The Successful Offeror shall be responsible for the implementation and the satisfactory performance of any third-party software included in the Offeror’s proposal. The proposal should describe any products, features or other value-added components recommended for use with the proposed Case Management System that have not been specifically requested in this RFP. The Offeror should also provide proof that it has access to the third-party software source code (owned or in escrow) and that the Offeror has the ability to provide long-term support for the third-party software components of the Case Management System. Consideration of these products, features, or other value-added components will be given where they may be of value to the County.

Offerors shall submit a completed Functional Requirements Form (**Attachment F**) and Technical Requirements Form (**Attachment G**). These forms shall be completed by providing answers to each item listed, as well as any comments regarding those answers in a separate column on the spreadsheet. Offerors must indicate whether the proposed solution meets (or exceeds) each item listed, whether configuration or customization would be required to satisfy a given item (and if so, indicate whether such work could be completed by go-live, and identify any additional cost), or if the proposed solution cannot satisfy an item. The completed forms shall be provided in a .pdf format and included in this tab, and additionally must be returned as separate documents in the MS Excel format.

Finally, offerors shall include a list of all the anticipated application dispositions.

6. Tab 5 – Licensing

In this tab, offerors shall provide copies of all license agreements, software/hardware maintenance agreements, and any other documents that the County would need to execute following the award of the Contract.

7. Tab 6 – Pricing / Cost Proposal

In this tab, offerors shall submit their price proposal for providing the services as requested in the Scope of Services. The Offeror's price proposal must contain the total cost of the proposed solution. Each deliverable item must be shown in a breakdown of the total project cost. The Offeror must use its best judgment, based on all information contained in this RFP and any addenda, to determine all core software, optional software, and professional services needed to result in a highly successful project for the County. The Offeror must explain and provide details for any conditions that might increase or decrease the cost of the proposed services, or any assumptions made to arrive at the cost listed. The Offeror must provide a detailed explanation for the proposed cost of services, such as hourly cost or per employee cost. Proposed costs must include all items, such as professional time, travel, data processing, forms, printing, or other expenses. If applicable, offerors shall provide pricing for cloud (Successful Offeror) hosted and on-premises (County) hosted solutions. Additionally, offerors shall present pricing for a combination of train-the-trainer and vendor-led training.

Offerors should include the price of any third-party products, including the software license price, maintenance, implementation, training price, and any other related prices in the total price of the proposal regardless of whether these are provided directly under the Successful Offeror's resulting contract or contracted separately by the County and third-party provider.

Finally, Offerors shall include all pricing information related to the level of support provided during post-implementation and on-going support.

8. (if needed) Tab 7 – Exceptions to RFP

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract. Exceptions to any liability provisions contained in this Request for Proposals is not required to be submitted.

9. (if needed) Tab 8 – Assumptions

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

10. (if needed) Tab 9 – Appendices

Optional for Offerors who wish to submit additional material that will clarify their response.

VIII. PROPOSAL EVALUATION/SELECTION PROCESS

- A. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Compliance with Functional and Technical Requirements <i>(In accordance with Section VII, Items B(3), B(5) and B(8), this criterion considers the extent to which the Offeror's proposal complies with the functional and technical requirements for the services solicited by this RFP as specified in Section II.)</i>	40
Project Approach and Methodology <i>(In accordance with Section VII, Items B(5) and B(8), this criterion considers the Offeror's proposal project approach and methodology to fulfilling the services requested by this RFP as specified in Section II.)</i>	20
Qualifications, Experience, Resumes and Financial Stability <i>(In accordance with Section VII, Item B(4), this criterion considers the Offeror's and its assigned staff's experience and qualifications for providing services of similar size and nature as those requested by this RFP as specified in Section II. This criterion also extends to any proposes subcontractors.)</i>	20
Price <i>(In accordance with Section VII, Item B(7), this criterion considers the Offeror's pricing for completing the services requested by this RFP as specified in Section II.)</i>	15
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.)</i>	5
Total	100

- B. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County 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. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should the County 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.

- C. Notwithstanding Section VIII.B, the County may negotiate and award multiple contracts if the County determines that multiple products are necessary to satisfy the County's functional and technical requirements set forth in Attachment F and Attachment G.

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. 21-2199-7JOK – Case Management System.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.
 _____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an 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 Bidder 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) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts 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.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- Other as Specified Below**
Technology Errors & Omission Coverage, Minimum limit \$1,000,000.

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

ATTACHMENT F

FUNCTIONAL REQUIREMENTS FORM – SEE ALSO SEPARATE MS EXCEL DOCUMENT

The County project committee conducted meetings to identify the functional requirements for an ideal Case Management System. The requirements are organized by broad areas of functionality. The functional requirements are grouped under each functional area and may be repeated in functional areas by design as, depending on Offeror solution, some functions may be available in some modules but not others.

To be considered a complete response to this section of the RFP Offerors must indicate whether their solutions can meet these functional requirements (where applicable) and/or describe in detail any recommended or alternative solutions for their proposed solutions.

The County encourages and is open to cloud-based solutions; in such instances, it is acceptable to respond with a “Not Applicable” to these requirements as appropriate.

Using the nine (9) tables in the separate MS Excel document, Offerors will respond to each individual requirement by entering an ‘X’ in one of the columns provided. Select the appropriate response using the following guidelines below.

ID	Unique identifier for reference purposes.
Requirement	The specific function or behavior necessary to satisfy County business needs.
Standard (S)	The requirement is satisfied by the solution proposed without configuration. Where the requirement is satisfied by third-party software, indicate the third-party product proposed.
Configured (Cf)	The requirement is not satisfied by the solution out of the box but is satisfied by configuration.
Customized (Cs)	A modification to the solution is required to satisfy this requirement. Provide an explanation of the volume of labor and work complexity. In addition, indicate whether the requirement will be satisfied by an upcoming release, and if so, give the version number and date of release.
Unavailable (U)	The solution will not satisfy the requirement.
Not Applicable (NA)	The requirement is not applicable to the proposed solution. E.g., a server operating system requirement would not be applicable for a cloud-based or hosted solution.
Describe how requirement will be met	Details regarding the delivery of the requirement. Narrative must adequately describe how the Vendor solution can satisfy the requirement. Screenshots, sample reports, or supporting documentation may be included in the response. Use extra pages as necessary and include the ID#.

ATTACHMENT G

TECHNICAL REQUIREMENTS FORM – SEE ALSO SEPARATE MS EXCEL DOCUMENT

The County has an established technology architecture that describes standard services and operating requirements for desktop, data center environments, and network communications. Vendor systems hosted in the County environment are expected to operate within these standards.

To be considered a complete response to this section of the RFP, Vendors must indicate that their systems can operate within standards and/or meet these requirements (where applicable) or describe in detail any recommended or required variations to optimize performance of their installed products.

The County encourages and is open to cloud-based solutions and, in such instances, it is acceptable to respond with a “Not Applicable” to these requirements as appropriate.

Using the three (3) tables in the separate MS Excel document, the Vendor will respond to each individual requirement by entering an ‘X’ in one of the columns provided. Select the appropriate response using the following guidelines below.

ID	Unique identifier for reference purposes.
Requirement	The specific function or behavior necessary to satisfy County business needs.
Standard (S)	The requirement is satisfied by the solution proposed without configuration. Where the requirement is satisfied by third-party software, indicate the third-party product proposed.
Configured (Cf)	The requirement is not satisfied by the solution out of the box but is satisfied by configuration.
Customized (Cs)	A modification to the solution is required to satisfy this requirement. Provide an explanation of the volume of labor and work complexity. In addition, indicate whether the requirement will be satisfied by an upcoming release, and if so, give the version number and date of release.
Unavailable (U)	The solution will not satisfy the requirement.
Not Applicable (NA)	The requirement is not applicable to the proposed solution. For example, a server operating system requirement would not be applicable for a cloud-based or hosted solution.

Describe how requirement will be met

Details regarding the delivery of the requirement. Narrative must adequately describe how the Vendor solution can satisfy the requirement. Screenshots, sample reports, or supporting documentation may be included in the response.

ATTACHMENT H
NON-DISCLOSURE AGREEMENT

Date:

County of Henrico, Virginia
Non-Disclosure Agreement

I understand that, while performing services under the contract between the County of Henrico, Virginia and [Successful Offeror] (the "Contract"), I may have access to certain County records of a confidential or privileged nature. Those records may include records protected by the attorney-client privilege, the work product privilege, personnel records, and other records of a confidential or sensitive nature.

I will not disclose any confidential, privileged, or sensitive records or any contents of same, to any person unless authorized to do so in writing by the Henrico County Attorney or his designee. I acknowledge that I do not have the authority to make decisions concerning the release of any such records. I agree that I will not use confidential or privileged records, unless authorized to do so by the County.

I understand that my duty not to disclose any confidential, privileged, or sensitive information is a continuing duty after the Contract expires or is terminated. I understand that the unauthorized disclosure of privileged or confidential information may subject me to civil damages, civil penalties, or criminal prosecution.

(Successful Offeror – Employee)

Date: _____

(Successful Offeror – Project Manager)

Date: _____

(County Contract Administrator)

Date: _____

ATTACHMENT I

SAMPLE CONTRACT

[Non-Professional *or* Professional] Services Contract

Contract No. [#]

This [Non-Professional *or* Professional Services] Contract (this “Contract”) entered into this [#] day of [month] 20[##], by [Offeror’s Name] (the “Contractor”) and the [County of Henrico, Virginia *or* County School Board of Henrico County, Virginia] ([the “County” *or* “HCPS”]).

WHEREAS [the County *or* HCPS] has awarded the Contractor this Contract pursuant to Request for Proposals No. [#], as modified by [list addenda with dates separated by commas] (the “Request for Proposals”), for [subject matter of the RFP].

WITNESSETH that the Contractor and [the County *or* HCPS], in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the [the County *or* HCPS] as set forth in the Contract Documents.

COMPENSATION: The compensation [the County *or* HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document, matrix, etc.].

{If contract is an annual contract, utilize Contract Term, if contract is a spot purchase utilize Service Schedule}

CONTRACT TERM: The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County *or* HCPS] may renew the Contract for up to [number] [number]-year terms giving 30 days’ written notice before the end of the term unless Contractor has given [the County *or* HCPS] written notice that it does not wish to renew at least 90 days before the end of the term.

{or}

SERVICE SCHEDULE: Services shall be performed in accordance with the [referenced document within the proposal/BAFO].

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This [Non-Professional *or* Professional] Services Contract between [the County *or* HCPS] and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals;
3. The Negotiated Modifications (Exhibit [letter]);
4. Contractor’s Best and Final Offer dated [date] (Exhibit [letter]);
5. Contractor’s Original Proposal dated [date] (Exhibit [letter]); and
6. The Scope of Services included in the Request for Proposals.

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

[Contractor Name]

[Address]

[City, State, Zip]

[County of Henrico, Virginia *or* County School Board of Henrico County, Virginia]

[P.O. Box 90775 *or* 406 Dabbs House Road]

[Henrico, VA 23273-0775 *or* 23223]

Signature

Signature

Printed Name and Title

[Purchasing Director *or* County Manager *or* Superintendent]

Date

Date

ATTACHMENT J
LICENSE AGREEMENT ADDENDUM
LICENSE AGREEMENT ADDENDUM

The County of Henrico, Virginia (the “**County**”), a political subdivision of the Commonwealth of Virginia, and [redacted] (“**Supplier**”), a [state] [corporation/LLC/etc.], are this day entering into an agreement for [title of wraparound contract/RFP/etc.] (the “**Agreement**”) and, for their mutual convenience, the parties are using the standard form contract (“[title of Supplier’s form: EULA, etc.]”) provided by Supplier (“**Contract**”). This License Agreement Addendum (“**LAA**”), duly signed by the County and Supplier (each a “**Party**”), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the “**Software**”) and this LAA.

As used in this LAA, the term “**Contract**” means the Supplier’s standard form contract and any and all exhibits and attachments thereto. The term(s) “**Customer**”, “**You**” or “**you**” as used in the Contract and this LAA, means, as applicable, the County, or any of their officers, directors, agents or employees.

Supplier represents and warrants that it is a [State] [corporation/LLC/etc.] authorized to do in business in Virginia. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

Supplier’s Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier’s standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against the County:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County if the Contract is terminated before the end of its ordinary term;
3. Imposing any interest charge(s) contrary to that specified by [§ 2.2-4347](#) *et seq.* of the Code of Virginia;
4. Requiring the County to maintain any type of insurance for Supplier’s benefit;
5. Granting Supplier a security interest in any property of the County;
6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought by the Supplier (Reference Tit. 8.01 of the Code of Virginia);

8. Limiting the County's selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
9. Binding the County to engaging in arbitration or to complying with the decision of any arbitration board, commission, panel or other entity;
10. Obligating the County to pay Supplier's costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with [§ 2.2-4363](#) *et seq.* of the Code of Virginia;
12. Permitting Supplier to access any of the County's records or data, except pursuant to court order or as required for the performance of the Contract;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;
14. Requiring the County to limit its rights or waive its remedies at law or in equity;
15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage, death, or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below;
19. Not complying with the contractual claims provision [§ 2.2-4363](#) of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;
20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by [§ 59.1-501.15](#) of the Code of Virginia;
21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
22. Requiring that the County waive its sovereign immunity or other immunities;
23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
25. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
26. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's Board of Supervisors, as provided by Virginia law. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. The County shall provide written notice to the Supplier as soon as possible after funds have not been appropriate. There will be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the Contract by Supplier;

28. Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;
30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;
32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;
34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;
35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County.

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract
40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA by the Supplier, (iii) any defect in the Software,

or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.

41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.
42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.
44. Supplier acknowledges and agrees that HCPS is subject to the Virginia Freedom of Information Act ("FOIA") (Va. Code § 2.2-3700 et seq.), and all proceedings, records, contracts, and other public records relating to procurement transactions are open to public inspection in accordance with FOIA. Trade secrets or proprietary information submitted in connection with a procurement transaction are not subject to FOIA; provided, however, the Supplier shall (i) invoke the protections of Va. Code § 2.2-4342(F) prior to or upon submission of the trade secrets or other proprietary information; (ii) identify the data or other proprietary information to be protected; and (iii) state the reasons why protection is necessary.

Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

[Supplier Name]

County of Henrico, Virginia

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date