



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

COMMONWEALTH OF VIRGINIA  
**County of Henrico**

**RFP No. 24-2730-7EMF**

**August 6, 2024**  
**Request for Proposal ("RFP")**  
**Lockbox Services**

Your firm is invited to submit a proposal to provide lockbox services for the County of Henrico in accordance with the enclosed Specifications and General Terms and Conditions. Pursuant to Section 2.2-4304 of the Code of Virginia, this procurement is a cooperative procurement being conducted on behalf of Henrico County and other public bodies]

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 **September 5, 2024, at 2:00 p.m.** by submission through the Commonwealth of Virginia's electronic procurement platform [eVA](https://eva.virginia.gov/).

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 **Eileen Falcone** at **fal51@henrico.gov** by no later than noon on **August 16, 2024**.

Very truly yours,

Eileen M. Falcone, CPPB  
Purchasing Manager

## **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 lockbox services in accordance with the Scope of Services section of the solicitation.

### **B. Background**

Henrico County, Virginia (hereinafter “County”) is the fifth largest county in the Commonwealth of Virginia and is located in the Metropolitan Richmond area. It features a land area of 244 square miles, consisting of both highly developed urban and suburban areas, and undeveloped agricultural and forest land. Henrico’s population stands at 335,283.

The County has a County Manager form of government where the County Manager functions like a corporate CEO. A five-member Board of Supervisors, elected by magisterial district, acts like a board of directors and has responsibility for appointing the County Manager. The County maintains a AAA bond rating from Moody’s, Standard and Poor’s, and Fitch IBCA, and has maintained AAA ratings continuously since 1977.

The County is responsible for providing all services normally provided by a local government. These services include fire and police protection, social services and mental health, planning and building inspections, public works (roads, drainage and traffic), public utilities (water and wastewater, solid waste and streetlights), libraries and recreation, schools and general government administration.

The Finance Department’s Objectives are as follows:

- To continue the improvement of customer service for both internal and external customers.
- To provide convenient property tax information for the citizens of Henrico County.
- To assess all real estate and certain personal property located in the County.
- To review, assess, bill, and collect all taxes, licenses, and fees in the County in conformance with all local, state, and federal regulations.
- To maintain, complete, and accurate accounting records for the County.
- To maintain the County’s triple AAA bond ratings through sound financial management, the accurate recording of financial activity, and the timely preparation of the Annual Comprehensive Financial Report (ACFR).
- To prepare, administer, and monitor the operating and capital budgets of the County.
- To procure goods and services required by County departments and schools at the lowest price in a legally responsible manner.

The Finance Department is located in the Henrico Administration Building at 4301 E. Parham Road, Henrico, Virginia 23228; and is responsible for the overall management of the lockbox services contract which processes the county’s utilities payments, real estate taxes, personal property taxes, business license tax and meals tax.

The County currently maintains four (4) post office boxes located outside of Virginia; the County will consider proposals for alternate post office box addresses. The County’s real estate tax, personal property tax and utilities payments are processed daily through two (2) retail

lockboxes. During peak billing periods, real estate and personal property tax payments retrieved from the County's onsite drop boxes are processed through a third (3rd) lockbox using a desktop lockbox deposit scanner.

The County's business license tax and meals tax are processed through two (2) wholesale lockboxes. The County also uses two (2) electronic lockboxes (eBox) for the ACH consolidation of personal property tax, real estate tax and utility payments sent by online bill payments.

See **Attachment G** for detailed lockbox transaction counts by month for the fiscal year ending June 30, 2024

The Treasury Division is responsible for the oversight of all lockboxes.

The Code of Virginia §58.1-9 (**Attachment F**), requires penalties on tax payments to be determined by the date of the United States Postal Service (USPS) postmark on the remittance envelope, or the date of a confirmation of shipment made by a recognized commercial delivery service.

## **II. SCOPE OF SERVICES**

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

### **A. Retail Lockbox Services**

The Successful Offeror shall:

1. Establish a retail lockbox service for processing the County's Real Estate and Personal Property tax remittances and all corresponding documents, including envelopes.
2. Establish a retail lockbox service for processing the County's Utility remittances and all corresponding documents.
3. Identify the lockbox processing location and how the remittances will be securely transported from the post office box to the processing location.
4. Assume the liability for transportation of the payments from the post office to the lockbox processing location.
5. Open two (2) post office boxes, one for Real Estate and Personal Property tax remittances and one for Utility remittances. A post office box located in Henrico County is not required.
6. Allow for the Successful Offeror to potentially make multiple mail pickups throughout the business day and to facilitate a seamless transition of mail from the current post office box location to the new post office box.
7. Coordinate the seamless transition of remittance processing with the current contract provider.
8. Maintain a secure online portal for viewing remittance images and correspondence, transaction reporting, deposits and facilitates different user types.
9. Provide courier service or overnight express delivery (UPS, FedEx) for all unprocessed checks and correspondence from both boxes to the Treasury Division.
10. Accept special processing requests from the County to extend the effective date in accordance with the Code of Virginia §58. 1-9. (**Attachment F**)

B. Retail Lockbox Payment Processing

The Successful Offeror's solution shall:

1. Provide same-day processing of all remittance payments received with the assurance that payments received on a given date will be processed as of that same date.
2. Deposit processed remittance payments daily into an agreed designated demand deposit account.
3. Scan all paper items (**Attachment J- Scan Line Specs**) with high resolution functionality and remittance data shall be electronically captured.
4. At a minimum, and to comply with Code of Virginia §58.1-9 (**Attachment F**), image envelopes of tax payments received during the following peak billing times:
  - a. June 6<sup>th</sup> – June 30<sup>th</sup>
  - b. December 6<sup>th</sup> – December 30<sup>th</sup>
5. Scan single and double-sided items, front and back.
6. Acceptable payees may include but not limited to:
  - a. Henrico County
  - b. County of Henrico
  - c. Henrico Tax Processing
  - d. Henrico Tax
  - e. Henrico Real Estate or Personal Property
  - f. Henrico Utility or Water
7. Remittance payments acceptable to process:
  - a. Single coupon/single check
  - b. Single coupon/multiple checks
  - c. Multiple coupons/single check
  - d. Multiple coupons/multiple checks
  - e. DPU - check only with 15-digit account number validated against positive file
8. Confirm the remittance payment(s) and coupon(s) in multiple item transactions balance.
9. Provide a process for the County to resolve exception items that do not initially meet acceptable processing rules (accept or decline).
10. Provide a secure online application for viewing transaction images up to seven (7) years after deposit date.
11. Provide transaction details to the County in an acceptable archived format that will include access to images of checks and coupons for research as needed for the seven (7) years.
12. Provide a viewing application that shall provide:
  - a. transaction images and details of all items processed or rejected, including the postmarked envelope received from the USPS;
  - b. transaction detail information and search capabilities by remittance data, corresponding check data, other correspondence images, and batch data;
  - c. provide zoom function;
  - d. provide transaction images no later than 8:30 a.m. the next business day after processing but preferably no more than 2 hours after the remittance transmittal file is made available; and
  - e. permit the downloading of images into printable full-size documents.
13. Have the ability to credit the County's designated deposit account daily for all same day processed and collectable payments.

14. Provide a daily transmittal file of all remittance payments processed is uploaded into the County's AR (accounts receivable) system for posting or at minimum made available for secure retrieval in the format indicated.
15. Provide a separate account analysis statement for the County's lockbox activity.

C. Retail Lockbox Rejected / Exception Payment Processing

The Successful Offeror's solution shall provide:

1. An online application where exception items that do not initially meet acceptable processing rules can be forwarded to the County for resolution. (accept or reject);
2. Allow the County to enter/ update remittance information to continue with the electronic processing of the payment. (accept)
3. Remittance payments unacceptable to process:
  - a. Checks made payable to someone other than Henrico County
  - b. Transactions sent to the wrong lockbox
  - c. Transactions with remittances and payments not for Henrico County
  - d. Checks payable in foreign currency
  - e. Checks drawn on foreign banks
4. Remittance payments unacceptable to process but sent to online decision application for exception processing by County:
  - a. Multiple mixed coupons for other Henrico lockboxes (e.g. taxes & utilities, Business licenses & personal property) with payment.
  - b. Unbalanced transaction - Multiple coupons/single check
  - c. Unbalanced transaction - Multiple coupons/ multiple checks
  - d. Taxes - all check only items
  - e. DPU - check only items that do not validate against the positive file
5. Provide overnight courier delivery, paid by the Successful Offeror, of all rejected / exception items and accompanying correspondence to the Treasury Division based on the following:
  - a. If there is no decision on an item by the County by the agreed posting deadline (auto-reject).
  - b. If the County's decision is to reject an exception item from processing.
  - c. If there is an address change noted
6. Resolved exception items that have been deposited should be sent to the County using the regular daily lockbox transmission file.
7. If the Successful Offeror is a bank, items returned to the designated deposit account for non-sufficient funds (NSF) should be -presented twice.
8. If the Successful Offeror is a bank, provide an online application for the County to view and download returned payment items.

D. Wholesale Lockbox Services

The Successful Offeror shall:

1. Establish wholesale lockbox service for processing the County's Business License payments and all corresponding documents, including envelopes.
2. Establish a wholesale lockbox service for processing the County's Meals Tax payments and all corresponding documents.
3. Identify the lockbox processing location and how the remittances will be securely transported from the post office box to the processing location.

4. Assume the liability for transportation of the payments from the post office to the lockbox processing location lies with the Successful Offeror.
5. Open two (2) post office boxes, one for Meals Tax remittances and documents and one for Business License remittances and documents. A post office box located in Henrico County is not required.
6. The post office box location must allow for the Successful Offeror to potentially make multiple mail pickups throughout the business day and to facilitate a seamless transition of mail from the current post office box location to the new post office box.
7. The Successful Offeror must coordinate the seamless transition of remittance processing with the current contract provider.
8. Maintain a secure online portal for viewing remittance images and correspondence, transaction reporting, deposits and facilitates different user types.
9. The Successful Offeror will provide courier service or overnight express delivery (UPS, FedEx) for all unprocessed checks and correspondence from both boxes to the Treasury Division.
10. Accept special processing requests from the County to extend the effective date in accordance with the Code of Virginia §58. 1-9. (**Attachment F**)

E. Wholesale Lockbox Payment Processing

The Successful Offeror's solution shall provide:

1. Same day processing of all payments received with the assurance that payments received on a given date will be processed as of that same date.
2. All paper items shall be scanned with high resolution functionality.
3. Scanning of single and double-sided items.
4. Confirmation that the payment(s) and coupon(s) balance.
5. Acceptable payees may include:
  - a. Henrico County
  - b. County of Henrico
  - c. Henrico Tax
  - d. Henrico Business License
  - e. Henrico Meals Tax
6. Payments acceptable to process:
  - a. Single invoice/single check
  - b. Single coupon/ single check
  - c. Single invoice/multiple checks
  - d. Single coupon/multiple checks
  - e. Multiple coupons/single check
  - f. Multiple invoices/single check
  - g. Multiple coupons/multiple checks
  - h. Multiple invoices/multiple checks
7. Be able to accept special processing requests from the County to extend the effective date in accordance to the Code of Virginia §58. 1-9. (**Attachment F**)
8. A secure application with the ability to view images and decision rejected transactions online.
9. A secure online application for viewing documents up to 7 years after deposit date.
10. Images of all items and make them accessible with automated search functionality, including the postmarked envelope received from the USPS.

11. The application shall provide zoom function.
12. The application shall provide images no later than 8:30 a.m. the next business day after processing.
13. The application shall provide detail information on search capabilities for documents, corresponding checks and other images.
14. Details of processed transactions shall be available to the County in an acceptable archived format which includes images of both checks, coupons, invoices and other correspondence for research as needed.
15. The application must permit the downloading of images into printable full-size documents.
16. An online portal that facilitates different user types for viewing payments and correspondence.
17. Immediate credit to the County's designated deposit account for all processed and collectable payments.
18. A separate account analysis statement for the County's lockbox activity.

F. Wholesale Lockbox Rejects

The Successful Offeror shall provide:

1. Overnight courier service for delivery to the Treasury Division of all rejected items (and accompanying correspondence) if:
  - a. The County's decision is to reject an item(s)
  - b. Multiple mixed coupons (e.g. personal property, real estate, business license and utility) with a single payment instrument
  - c. There is an address change
  - d. Coupon and payment were mailed to the wrong lockbox
  - e. Check only
  - f. Correspondence only
  - g. The payment and coupon do not balance
  - h. The check is made payable to someone other than Henrico
  - i. Checks payable in foreign currency
  - j. Checks drawn on foreign banks
2. A file of rejections shall be sent to the County using the same file layout as the regular daily lockbox transmission.
3. If the Successful Offeror is a bank, items returned to the designated deposit account for non-sufficient funds (NSF) should be re-deposited twice.
4. If the Successful Offeror is a bank, provide an online application for the County to view and download returned payment items.

F. Electronic Lockbox Services

The Successful Offeror shall provide:

1. A secure electronic lockbox service for daily processing of the County's Real Estate and Personal Property tax payments made by taxpayers using online bill payment services.
2. A secure electronic lockbox service for the daily processing the County's Utility payments made by customers using online bill payment services.
3. Perform remittance advice matching based on the County's desired matching criteria.
4. Accept a crosswalk file and a validation file from the County for each lockbox on an agreed upon schedule. (**Attachments K and L**)
5. Process electronic payments with various forms of account numbers.

6. Acceptable forms of account numbers are:
  - Personal Property: 005NNNNNNNNN  
005-NNNNNNNNN  
NNNNNNNN  
00NNNNNN
  - Real Estate: 009NNNNNNNNN  
009-NNNNNNNNN  
NNNNNNNN  
00NNNNNN
  - Utilities: NNNNNNN-NNNNNNNN  
NNNNNNNNNNNNNNNN
7. Provide a secure online application for viewing payments up to seven (7) years after deposit date.
8. An online portal that facilitates different user types for viewing payments.
9. Daily reconciliation reports based on a deposit date or date range. Reports must be exportable into a spreadsheet.
10. Monthly and quarterly summary and detailed deposit reports by date range. Reports must be exportable into a spreadsheet.
11. Immediately credit the County's designated deposit account for all processed and collectable payments.
12. A separate account analysis statement for the County's lockbox activity.

G. Electronic Lockbox Rejects/Exceptions

The Successful Offeror shall provide:

1. An online application available to the County to decision exception items.
2. Return items to the originator if there is no decision on an item by the County after an agreed upon timeframe.
3. Allow at least 48 hours or an agreed upon timeframe before an exception payment is returned automatically to the originator.
4. Exceptions processed should be sent to the County using the same file layout as the regular daily electronic lockbox transmission.
5. Receive Notification of Change (NOC) reports and update originating data to allow future payments to be accepted and processed.
6. Receive notification of returned/ charged back payments and the return reason code.
7. An online application to view and research returned/ charged back payments
8. Re-deposit all items returned for non-sufficient funds (NSF) twice.

H. Desktop Deposit Lockbox Services

The Successful Offeror shall provide:

1. Desktop deposit lockbox services for processing the County's Real Estate and Personal Property tax payments and all corresponding documents.
2. A secure online application for the County to process scanned checks and coupons for the deposit of payments mailed directly to the County or retrieved from the County's night-drop locations.



3. An application compatible with the County's Kodak Perfect Page i2400 Document scanners or provide the cost of any additional necessary equipment necessary.
4. An application able to handle high deposit limits and batch processing.
5. The application shall accept the following forms of payments:
  - a. Single coupon/single check
  - b. Single coupon/multiple checks
  - c. Multiple coupons/single check
  - d. Multiple coupons/multiple checks
6. The application shall:
  - a. Allow the user to insert notes and adjust coupon amounts.
  - b. Read the checks and coupons with only manual entry for misread or exception items.
  - c. Scan single and double- sided items.
  - d. Require coupon and check amounts to match before submitting the deposit.
  - e. Allow the viewing of documents for up to 7 years after deposit date.
  - f. Provide images of all items and make them accessible with automated search functionality.
  - g. Provide a zoom function.
7. Application shall provide detailed information on search capabilities for documents, corresponding checks and other images.
8. Details of processed transactions shall be available to the County in an acceptable archived format which includes images of both checks and coupons for research as needed.
9. Application must permit the downloading of images into a printable full-size document.
10. An online portal that facilitates different user types for viewing payments and correspondence.
11. Credit the County's designated deposit account for all processed and collectable payments.
12. A separate account analysis statement for the County's lockbox activity.
13. A daily electronic file to the County to be uploaded into the County's billing system.
14. Re-deposit all items returned for non-sufficient funds (NSF) twice.

I. Return Check Conversion

The Successful Offeror's solution shall

1. Convert checks returned for non-sufficient funds (NSF), or uncollectible, to electronic ACH debit.
2. Re-present non-sufficient or uncollectable checks up to two times.
3. Re-present checks at sufficient intervals to allow the maker of the check time to deposit funds.
4. The Successful Offeror shall keep checks until the check is determined to be uncollectible.
5. The Successful Offeror shall send uncollected checks to the Treasury Division for additional collection efforts.
6. Copies of uncollected checks are to be maintained up to seven years from the settlement date.

J. Remittance File Transfer

The Successful Offeror shall provide:

1. Standard ASCII data format files for detailed data provided to the County.
2. The County will provide file specification and record layouts to the Successful Offeror.  
(See **Attachments K, L, M, N**)

3. Electronic data transmission must comply with industry standards to protect and secure the data transmission and to County specifications.
4. Real time file transmission status notifications of failed and successful file transmissions. Files can be received in any file format (ex: txt, csv) file transmission process.
5. Detailed data shall be provided using electronic file transmission or any other electronic medium as mutually agreed upon by the County and the Successful Offeror.
6. Remittance files for the lockbox and electronic lockbox services by 2pm daily.
7. Transmission of detailed transaction data as processed shall be provided to the County on a same day basis at a time mutually agreed upon between the County and the Successful Offeror
8. Transmission reports that shall be used to electronically update the applicable County systems and must be compatible with existing County technology and system requirements.
9. A null file transmitted daily when there are no detailed transactions to process.
10. The Successful Offeror must accept crosswalk files and a validation file from the County on an agreed upon daily schedule. Use one (1) DPU validation file for lockbox and electronic lockbox lines of business (**Attachment K**) and one (1) validation file for Tax electronic lockbox. (**Attachment L**).
11. Daily email notification stating the files are available for processing. The daily notification email also includes the number of transactions processed and transaction total amounts with an attachment of a daily reconciliation detail transaction report.
  - a. If there are no payment files, the email should state there are “No payment to process”.
  - b. The report and notification should reflect 0 transactions and \$0.00 transaction amounts.

**K. Reporting**

The Successful Offeror shall provide:

1. Daily reconciliation reports per lockbox that list each check and the check amount deposited based on a deposit date or date range. Reports must be exportable into a spreadsheet.
2. Monthly and quarterly summary and detailed deposit reports by date range. Reports must be exportable into a spreadsheet.

**L. Confidentiality**

The Successful Offeror shall:

1. Agree that all work papers, schedules, printouts, computer data in whatever form, and other materials furnished by the County, received or created and used by the Successful Offeror (collectively “Materials”) in fulfilling its contractual obligations shall remain or become the property of the County.
2. Agree that it shall treat the materials and the information contained therein as confidential tax information and shall maintain that confidentiality and not disclose the materials or information other than as directed by County.

**M. Records Destruction**

The Successful Offeror shall:

1. Agree at the direction of the County, to return or destroy all the materials upon termination of the contract for any reason.

2. Understand that the dissemination of confidential tax information, other than as directed by the County, may constitute a violation of Virginia Code Section §58. 1-3 and subject the Successful Offeror to criminal penalties. **Attachment E**

N. Contingency Plan

The Successful Offeror shall have the following:

1. An emergency contingency plan to ensure access to standard operating functions under the following scenarios:
  - a. Website is down and unable to obtain balancing reporting, etc.
  - b. File transfer malfunctions
  - c. Primary banking location is unavailable
  - d. Localized power outages at County, banking or lockbox services provider site
  - e. Key personnel changes or staffing issues
  - f. Weather related delays/outages, etc.The County must ensure there are alternative solutions in the event of unforeseeable emergencies making standard operating procedures unworkable.
2. A contingency plan if a third party vendor's solution is to be used.

O. Customer Service

The Successful Offeror shall provide:

1. A primary and secondary account representative to act as liaison between the County and the lockbox provider. These representatives shall be responsible for contract conflict resolution.
2. Direct contact information for the assigned representatives including, but not limited to, telephone, email and fax.
3. Direct contact information for an Information Technology (IT) liaison.
4. Communicate proactively on any delays or problems.
5. A project kickoff meeting with representative(s) and key staff with the County staff immediately after the contract has been fully executed.
6. Availability of representative(s) and key staff for other meetings that may be required by the County.
7. Any new services introduced by the Successful Offeror shall be made available to the County, with any associated costs for services negotiated at that time.
8. On-site or web-based implementation training for 25 County staff (Treasury, DPU, IT and Accounting) for all online services.

P. Cost of Services

1. The County requests billing for two (2) options, Direct Billing Method and Compensating Balance Method (if Offeror is a Bank)
2. Direct Billing Method:
  - a. If this option is chosen by the County, the Successful Offeror shall prepare a monthly billing for services rendered. This billing shall be presented in a format similar to the Pricing Schedule with a total of service charges for the month.
  - b. Invoices shall be submitted at the end of each month, to include a detailed breakdown of all charges for that monthly period.
  - c. Invoices shall be based upon actual services rendered and actual unit costs. All such invoices will be paid promptly by the County unless any items thereon are questioned,

in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

- d. Invoices shall be forwarded to the following address:  
County of Henrico  
Department of Finance  
Division of Accounting  
Post Office Box 90775  
Henrico, Virginia 23273-0775
3. Compensating Balanced Method (if Offeror is a Bank)
  - a. If this option is chosen by the County, the Successful Offeror shall prepare a monthly billing for services rendered. This billing shall be presented in a format similar to the Pricing Schedule with a total for all service charges for the month.
  - b. Provide detail on your Earnings Credit Rate and the benchmark it will be tied to each month. Provide calculation methodology for compensating balance and any reserve requirements. Any carryover earning credit will be carried over from month to month until the end of the contract.
  - c. Actual average daily balances shall be calculated on collected balances. Wire transfer of funds shall be considered to be collected balances upon receipt based on the offering Bank's availability schedule.
4. Alternative Service Charges and Reserve Requirements (if applicable)
  - a. The County invites alternative billing methods to the two methods contained herein.
  - b. The County is currently utilizing a dedicated account which holds its compensating balance. Provide details on similar arrangements that you can offer.
  - c. The pricing of services contained in the contract for the Successful Offeror shall remain in effect for the duration of the contract.

**Q. Other Lockbox Services**

1. The County wishes to explore the possibility of processing some portions of lockbox items in-house in the future. Offerors are encouraged, but not required to offer solutions for alternate retail lockbox/ high speed payment processing models for tax payments to include virtual in-house lock box processing hardware and software. This optional proposal shall be in addition to the traditional offsite lockbox processing service.
2. Explain details on the availability of using Image Cash Letter (ICL) and Universal Payment Identification Code (UPIC) functionality.
3. With proposal submission provide a description and pricing for any additional services proposed that would enhance or streamline the County's receivables process or benefit the County.

**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 6, 2024
Questions Due	August 16, 2024; noon
Receive Written Proposals	September 6, 2024; 2:00 p.m.
Conduct Oral Interviews with Offerors	October, 2024, date to be determined
Negotiations Completed	October, 2024
Award Contract	November, 2024
Services Begin	January 1, 2025

#### 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
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://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

1. The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The Successful Offeror must include a unique identifying invoice number on each invoice. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.
2. The County encourages the Successful Offeror to receive payments via ACH. The County utilizes a third-party payment network powered by Bank of America called Paymode-X. This network allows the County to make ACH payments to vendors without retaining any financial information of that business. If interested, the Successful Offeror

should visit <https://www.paymode.com/henricocounty> to register or for more information. The Successful Offeror should register each payment address where ACH payments will be received. Once registered with Paymode-X, the verification process takes up to two weeks before ACH payments begin. All payments until then are issued via check.

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. Termination by County

1. The County may terminate the Contract for cause or for convenience.
2. Termination for Cause
  - a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline.
  - b. If the Successful Offeror fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Offeror. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.
  - c. Unless the notice of termination states otherwise, the Successful Offeror shall stop performing the Contract when it receives the notice of termination.
  - d. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination minus the County's cost to complete the Successful Offeror's work. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.
  - e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

- f. If the Successful Offeror receives two notices of default, the County shall not be obligated to give the Successful Offeror the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.
  - g. If it is determined that the Successful Offeror knowingly made a false certification in violation of the Responsible Offeror Certification section of this RFP, the County may terminate the contract for cause. In terminating the contract for this cause, the County shall not be obligated to give the Successful Offeror the opportunity to cure.
  - h. If any act or omission of the Successful Offeror (including the Successful Offeror's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Offeror the opportunity to cure its default but may terminate the contract in accordance with this section.
  - i. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Offeror. Termination of the Contract for cause does not relieve the Successful Offeror of liability for damages the County sustains because of the Successful Offeror's breach.
3. Termination for Convenience
- a. The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.
  - b. The County must give the Successful Offeror written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
  - c. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.
  - d. Unless the County's notice specifies otherwise, the Successful Offeror must stop work on the date it receives the notice of termination.
  - e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

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

A 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 ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to 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 sole negligence of the County.

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 M**).

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 minimized.
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. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
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. Reserved

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](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

1. In the event that the Successful Offeror has not received payment from the County for work performed by a subcontractor under a construction contract, the Successful Offeror shall be liable for the entire amount owed to such subcontractor and to pay such subcontractor within 60 days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced. The Successful Offeror shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the Successful Offeror withholds all or a part of the amount invoiced by the subcontractor under the terms of the contract, the Successful Offeror shall notify the subcontractor within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the Successful Offeror shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of the Successful Offeror's receiving payment for amounts owed to that contractor.
2. The Successful Offeror awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the Successful Offeror by the County for work performed by the Successful Offeror's subcontractor(s) under the contract:
  - a. Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or

- b. Notify the County and subcontractor(s), in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
3. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
4. 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(s).
5. The Successful Offeror's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section 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 such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

DD. Contract Period

1. The contract period shall be from January 1, 2025 through January 31, 2026. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for five (5) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.
3. The Successful Offeror shall give at least a 90 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of 61 months.

EE. Non-Exclusive Contract

Nothing in this Request for Proposal constitutes an offer or promise to purchase any goods or services exclusively from the Successful Offeror. The County reserves the right to purchase goods and services similar to, or the same as, the goods and services that are subject to this Request for Proposal from other sources.

FF. 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](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.

GG. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and

engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

## **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 noon on August 16, 2024, 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 and Questions and Answer documents issued by the Purchasing Division before submitting a proposal. If an addendum or Questions and Answer document is issued after an offeror has submitted a proposal response, the Offeror shall resubmit their proposal in the latest solicitation round in eVA. The County will only evaluate proposals submitted in the latest solicitation round in eVA.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.
- L. Responsible Offeror Certification
  - 1. "Responsible offeror" means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
  - 2. In determining whether an Offeror is responsible, the County will consider whether the Offeror has defaulted on any government contract in the last five years; whether any government has terminated a contract with the Offeror for cause in the last five years; and whether Offeror or any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government agency.
  - 3. As part of its proposal, Offeror must certify that it has not defaulted on any government contract in the last five years or must explain any such default in reasonable detail. The County may deem any such explanation of default insufficient if it does not include contact information for the government on whose contract Offeror defaulted.
  - 4. As part of its submission, Offeror must certify that no government has terminated a contract with the Offeror for cause in the last five years or must explain any such termination for cause in reasonable detail. The County may deem any such explanation of termination for cause insufficient if it does not include contact information for the government that terminated a contract with the Offeror for cause.
  - 5. As part of its submission, Offeror must certify that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If Offeror cannot make such certification, Offeror must explain any ban in reasonable detail. The County may deem any such explanation insufficient if it does not include contact information for the public body that barred Offeror or Offeror's officer, director, partner, or owner from



participating in any procurement on any federal, state, or local government body's contract.

6. If the Offeror fails to submit certifications or explanations in accordance with this section, the Purchasing Division may require prompt submission of missing information and/or give a lowered evaluation of the proposal.
7. The Offeror must notify the County immediately if the Offeror discovers that its certification was erroneous when submitted or has become erroneous.
8. The fact that an Offeror defaulted on a government contract in the last five years; the fact that a government terminated a contract with the Offeror for cause in the past five years; or the fact that Offeror or any of its officers, directors, partners, or owners has been barred from bidding on contracts by any federal, state, or local government body will not necessarily result in the County deeming the Offeror nonresponsible.
9. If it is later determined that the Successful Offeror knowingly made a false certification, the County may terminate the contract for cause.

## **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**
    - f. Pricing Matrix – Attachment H (separate Excel Spreadsheet)
  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 – Default, Termination and Barred Certification Statement  
Pursuant to Section VI, Items L(3), L(4) and L(5), in this tab, Offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If

any of the aforementioned certifications cannot be made, Offerors must explain in reasonable detail.

5. Tab 4 – Offeror’s Experience, Qualification 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 the Request for Proposal (RFP). Provide resumes of staff that would be assigned to this contract to include management and supervisory, the account managers (primary and secondary), IT liaison and their responsibilities related to how they will work with the County. If subconsultants are to be utilized, provide similar documentation to what has been requested of the offeror in this section. In addition Offerors shall provide the following information.

- a. Information on the current lockbox operating environment including:
  - i. Years of providing lockbox services and under any other name
  - ii. Hours of operations
  - iii. Holidays observed
  - iv. Availability of staff capable of resolving lockbox inquiries
- b. Provide information on the lockbox services:
  - i. Location of lockbox sites
  - ii. Years of lockbox experience
  - iii. Number of lockbox employees
  - iv. Average number of years’ experience of supervisors and line staff
  - v. Number of lockbox customers serviced
- c. Identify key measures of your firm’s financial strength, e.g. capital ratios, market capitalization, total assets. Include copies of most recent audited financial statements and subsequent un-audited quarterly financial statements.
- d. Provide rating for the bank and/or bank holding company from two of the following agencies: Standard & Poor’s, Fitch, Moody’s Thomson BankWatch, Sheshunoff or Lance. Include rating for Long-term Issuer Rating, Short-term Issuer Rating, Senior Unsecured, Subordinated and Preferred Stock.
- e. Provide a copy of your firm’s latest audited financial statement.
- f. Explain what differentiates your lockbox service from others in the industry.
- g. Provide a list of the clearinghouse associations if applicable.
- h. Coordinate the seamless transition of remittance processing with the current contract provider.

6. Tab 5 – References

In this tab, Offerors shall provide a minimum of three (3) references including contact name, email address and telephone number. References submitted should be applicable to the specific services requested in this RFP.

7. Tab 6 – Service Approach, Methodology and Training

In this tab, Offerors should provide in detail their approach and methodology to fulfilling the scope of services being solicited by this RFP and demonstrate their compliance with the requirements of the Scope of Services. If subconsultants are to be utilized, provide the services that they will be providing.

Offer shall include the following:

- a. Information on the current lockbox operating environment including:

- i. Turnaround time anticipate for inquiries
  - ii. Toll free telephone number and email access availability
  - iii. Hardware and software
  - iv. Transmission security
  - v. Physical security
- b. Provide a list of locations for lockbox processing sites and include the number of lockbox employees at each site (part-time and full-time). Identify on the list which site will be used for this contract.
- c. Provide a cost comparison between payments that are mailed directly to the lockbox processing center and payments that are mailed to Henrico County Treasury then desktop deposited. Be sure to include all associated costs.
- d. Explain your process for mail sent to your lockbox processing center.
- e. Provide information on lockbox volumes including:
  - i. Number of lockbox customers at the proposed site
  - ii. Monthly and annual lockbox volumes at the proposed site
  - iii. Average daily volume processed at the proposed site
  - iv. Peak periods, if any, at the proposed site
- f. Provide the mail pick-up schedule and the percentage of mail available with each run. Identify when this mail is available for processing by the lockbox department. Identify contingency plans for USPS mail delays and bottlenecks.
- g. Provide a detailed schedule for transition and implementation to include tasks and dates for each.
- h. Provide a work plan for training the County employees on applications as well as any data transmission services or testing plans.
- i. Provide a list of any documents, files or important information needed from the current service provider or the County in order to have a successful transition.
- j. Describe the process of handling overnight/express mail at the lockbox facility. When will mail be available for lockbox processing?
- k. Describe data transmission/file transfer capabilities and options
- l. Provide information on your storage capabilities and destruction of documents in lieu of returning documents back to the County.
- m. Explain your process for storage and how you determine the destruction date. Provide a sample Proof of Destruction document.
- n. What measures are used to notify the County of any problems, delays, or changes in the processing of the daily work.
- o. Describe your process for posting funds to the County's account to include timeframes for postings. Identify if there are any deposit or transaction limits.
- p. Describe your process for payment exceptions for tax and utility transactions such as partial payments, payments without coupons, overages and shortages, that require resolution by County staff.
- q. Describe your process for check only transactions, if applicable, include report capabilities available and provide sample reports.
- r. Describe how errors are handled and whether work is reprocessed same day or carried over to the next day.
- s. Provide details on your deposit process, including timing. Also provide mail pickup times as well as cutoff times for processing work and making deposits.
- t. Explain how will checks that contain the following be processed/handled:

- i. Missing date
    - ii. Post-dated
    - iii. Stale-dated
    - iv. Differing payment amounts between written and numeric
    - v. Missing signature
    - vi. Restrictions and conditional notations such as “Balance on Acct”, Account to Date, Paid in Full, etc.
  - u. Clearly state in the proposal submission the ownership and payment responsibility for the post office boxes established with USPS.
  - v. The County will use the Contract template (Attachment P) when writing the contract agreement. Include copies of any agreements/contracts/documents which the County will be expected to sign if your firm is awarded. These will be included as exhibits to the contract.
8. Tab 7 – Technical and Security
- In this tab, Offerors shall provide the following information regarding your firm’s technical and security practices. Provide information as to how your firm’s solution meets the technical requirements of this RFP and provide the following information:
- a. Provide a well-defined systems backup plan for all services. Include hardware, software and communications backup. Provide disaster recovery plan.
  - b. Provide a work plan for training the County employees on applications as well as any data transmission services or testing plans.
  - c. Describe types of errors that could occur that would require work to be reprocessed or carried over.
  - d. Describe how and when problems are communicated to customers.
  - e. Describe the controls you have in place to ensure that captured work, bill totals and checks are in balance, both on the output file and the deposit.
  - f. Describe what security measures will be in place to ensure safeguarding assets against loss during transition period as well as ongoing.
  - g. Provide your daily completion and error rate.
  - h. Describe what special arrangements and resources are available to handle the peak volume of payments. Explain your experience with peak payment processing.
  - i. Provide a list of your public clients, average monthly and annual dollar transactions and activity. Include information on peak processing times and your management plan to handle, if applicable.
  - j. Describe your policies and procedures that ensure access to government information is limited to only those employees/contractors who require access to perform your proposed services.
  - k. Describe your hiring procedures and safeguards to ensure employees, who have access to County information, have appropriate clearance and training.
  - l. Describe your policies, procedures and practices for the physical security of your data centers and the safeguards that are in place to prevent unauthorized use, reuse, distribution transmission, manipulation, copying, modification access or disclosure of private information.
  - m. Describe controls that are in place to detect security breaches. Provide information on Offeror’s policy of informing the County of any security breach.

- n. Describe in detail the computer hardware and software to be used in performing services and in providing information whether via FTP or other means of transmission to County computers. Indicate if software is computer specific or if access to the system can be utilized from any computer, tablet or phone.
  - o. Describe the format used on data files provided to customers.
  - p. Describe any security features used to access or transmit data, including images.
  - q. Provide details as to the number and type of customers receiving electronic files, frequency of transmission files, method of transmission and average volume and dollar amount of each file.
  - r. Describe in detail the online capabilities and functions available to the County.
  - s. Provide a work plan for training County employees on your online systems.
  - t. List current or future web-based services to be offered in the next six to twelve months, including any upgrades.
  - u. Describe in detail internal controls used to ensure error free data files are created and transmitted; and what steps are taken to accurately process the deposit.
  - v. Describe how County information will be managed after contract termination. Describe how County information that has been provided to the Offeror will be deleted or destroyed and what time frame at the completion of the contract.
  - w. If you require a lockbox agreement, please include a sample copy in your response to this RFP.
  - x. Please provide any suggestions you may have to speed mail delivery and/or post office sorting.
  - y. Using the personal property, real estate, utility bill and miscellaneous invoice samples provided in Attachment I, Offeror may provide suggestions to improve the processing speed or accuracy.
  - z. Provide the emergency contingency plan to ensure access to standard operating functions as required in the Scope of Services.
  - aa. For all services that are to be provided by a third party, offerors must submit a contingency plan with their proposal submission.
  - bb. List any certifications that demonstrates adequate security controls are in place to properly store, manage and process government information (for example ISO or SSAE certifications) and ensure these certifications be in place for the duration of the contract. Provide the County with the most recent and future audit reports related to these certifications.
9. Tab 8 – Reporting
- In this tab Offerors shall
- a. Provide sample reports as required in the Scope of Services.
  - b. Provide copies of additional reports, statements, invoices, or other materials that would be provided to the County.
10. Tab 9 – Pricing / Cost Proposal
- In this tab, Offerors shall provide a detailed price list of all charges the County would incur for the lockbox services described above.
- a. Complete **Attachment H** (Lockbox Pricing Matrix) and include all costs to the County in the pricing matrix.

- b. Include the cost for any service not listed, but you expect will be utilized and billed for in the performance of this contract.
- c. Include all applicable maintenance fees, per item deposit fees, per deposit ticket fees, all lockbox fees and any other applicable fees when computing the projected compensating balances.
- d. Describe and detail any implementation costs related to establishing the services requested.
- e. Discuss any creative pricing or payment options you can provide.
- f. Provide the basis for the earnings credit rate the County will receive (if applicable), and what the rate would have been over the last eighteen months.

11. (if needed) Tab 10 – Exceptions

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.

12. (if needed) Tab 11 – Assumptions

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

13. (if needed) Tab 12 – Appendices

In this tab Offerors shall provide any additional information they have in reference to Sec. II. Item Q "Other Lockbox Services".

## 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:

<b>Evaluation Criteria</b>	<b>Weight</b>
<b>Criterion #1 – Experience, Resumes and Financial Stability</b> <i>(In accordance with Section VII, Item (B4), (B5) and (B6), this criterion considers the Offeror's financial stability and the Offeror's and its assigned staff's qualifications, experience and resumes for providing services of similar size and nature as those requested by this RFP in Sec. II. This criterion also extends to any proposed subcontractors)</i>	25
<b>Criterion 2 – Project Approach, Methodology and Implementation</b> <i>(In accordance with Section VII, Item (B7), (B11) and (B12), this criterion considers the Offeror's proposed project approach and methodology to fulfilling the services requested by this RFP as specified in Section II.)</i>	20
<b>Criterion 3 – Compliance with Functional and Technical Requirements</b> <i>(In accordance with Section VII, Item (B3), (B8), (B9), (B11) and (B12) this criterion considers the extent to which the Offerors proposal complies with the functional requirements requested by this RFP as specified in Section II.)</i>	30
<b>Price</b> <i>(In accordance with Section VII, Item (B10), this criterion considers the Offeror's pricing for completing the services requested by this RFP as specified in Section II.)</i>	20
<b>Quality of Proposal Submission / Oral Presentations</b> <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.

## 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. 24-2730-7EMF Lockbox Services[# - title].

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 D**  
**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF OFFEROR: \_\_\_\_\_

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

## ATTACHMENT E

Code of Virginia

Title 58.1. Taxation

Chapter 0. General Provisions of Title 58.1

§ 58.1-3. Secrecy of information; penalties

A. Except in accordance with a proper judicial order or as otherwise provided by law, the Tax Commissioner or agent, clerk, commissioner of the revenue, treasurer, or any other state or local tax or revenue officer or employee, or any person to whom tax information is divulged pursuant to this section or § [58.1-512](#) or [58.1-2712.2](#), or any former officer or employee of any of the aforementioned offices shall not divulge any information acquired by him in the performance of his duties with respect to the transactions, property, including personal property, income or business of any person, firm or corporation. Such prohibition specifically includes any copy of a federal return or federal return information required by Virginia law to be attached to or included in the Virginia return. This prohibition shall apply to any reports, returns, financial documents or other information filed with the Attorney General pursuant to the provisions of Article 3 (§ [3.2-4204](#) et seq.) of Chapter 42 of Title 3.2. Any person violating the provisions of this section is guilty of a Class 1 misdemeanor. The provisions of this subsection shall not be applicable, however, to:

1. Matters required by law to be entered on any public assessment roll or book;
2. Acts performed or words spoken, published, or shared with another agency or subdivision of the Commonwealth in the line of duty under state law;
3. Inquiries and investigations to obtain information as to the process of real estate assessments by a duly constituted committee of the General Assembly, or when such inquiry or investigation is relevant to its study, provided that any such information obtained shall be privileged;
4. The sales price, date of construction, physical dimensions or characteristics of real property, or any information required for building permits;
5. Copies of or information contained in an estate's probate tax return, filed with the clerk of court pursuant to § [58.1-1714](#), when requested by a beneficiary of the estate or an heir at law of the decedent or by the commissioner of accounts making a settlement of accounts filed in such estate;
6. Information regarding nonprofit entities exempt from sales and use tax under § [58.1-609.11](#), when requested by the General Assembly or any duly constituted committee of the General Assembly;

7. Reports or information filed with the Attorney General by a Stamping Agent pursuant to the provisions of Article 3 (§ [3.2-4204](#) et seq.), when such reports or information are provided by the Attorney General to a tobacco products manufacturer who is required to establish a qualified escrow fund pursuant to § [3.2-4201](#) and are limited to the brand families of that manufacturer as listed in the Tobacco Directory established pursuant to § [3.2-4206](#) and are limited to the current or previous two calendar years or in any year in which the Attorney General receives Stamping Agent information that potentially alters the required escrow deposit of the manufacturer. The information shall only be provided in the following manner: the manufacturer may make a written request, on a quarterly or yearly basis or when the manufacturer is notified by the Attorney General of a potential change in the amount of a required escrow deposit, to the Attorney General for a list of the Stamping Agents who reported stamping or selling its products and the amount reported. The Attorney General shall provide the list within 15 days of receipt of the request. If the manufacturer wishes to obtain actual copies of the reports the Stamping Agents filed with the Attorney General, it must first request them from the Stamping Agents pursuant to subsection C of § [3.2-4209](#). If the manufacturer does not receive the reports pursuant to subsection C of § [3.2-4209](#), the manufacturer may make a written request to the Attorney General, including a copy of the prior written request to the Stamping Agent and any response received, for copies of any reports not received. The Attorney General shall provide copies of the reports within 45 days of receipt of the request.

B. 1. Nothing contained in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns and the items thereof or the publication of delinquent lists showing the names of taxpayers who are currently delinquent, together with any relevant information which in the opinion of the Department may assist in the collection of such delinquent taxes. Notwithstanding any other provision of this section or other law, the Department, upon request by the General Assembly or any duly constituted committee of the General Assembly, shall disclose the total aggregate amount of an income tax deduction or credit taken by all taxpayers, regardless of (i) how few taxpayers took the deduction or credit or (ii) any other circumstances. This section shall not be construed to prohibit a local tax official from disclosing whether a person, firm or corporation is licensed to do business in that locality and divulging, upon written request, the name and address of any person, firm or corporation transacting business under a fictitious name. Additionally, notwithstanding any other provision of law, the commissioner of revenue is authorized to provide, upon written request stating the reason for such request, the Tax Commissioner with information obtained from local tax returns and other information pertaining to the income, sales and property of any person, firm or corporation licensed to do business in that locality.

2. This section shall not prohibit the Department from disclosing whether a person,

firm, or corporation is registered as a retail sales and use tax dealer pursuant to Chapter 6 (§ [58.1-600](#) et seq.) or whether a certificate of registration number relating to such tax is valid. Additionally, notwithstanding any other provision of law, the Department is hereby authorized to make available the names and certificate of registration numbers of dealers who are currently registered for retail sales and use tax.

3. This section shall not prohibit the Department from disclosing information to nongovernmental entities with which the Department has entered into a contract to provide services that assist it in the administration of refund processing or other services related to its administration of taxes.

4. This section shall not prohibit the Department from disclosing information to taxpayers regarding whether the taxpayer's employer or another person or entity required to withhold on behalf of such taxpayer submitted withholding records to the Department for a specific taxable year as required pursuant to subdivision C 1 of § [58.1-478](#).

5. This section shall not prohibit the commissioner of the revenue, treasurer, director of finance, or other similar local official who collects or administers taxes for a county, city, or town from disclosing information to nongovernmental entities with which the locality has entered into a contract to provide services that assist it in the administration of refund processing or other non-audit services related to its administration of taxes. The commissioner of the revenue, treasurer, director of finance, or other similar local official who collects or administers taxes for a county, city, or town shall not disclose information to such entity unless he has obtained a written acknowledgement by such entity that the confidentiality and nondisclosure obligations of and penalties set forth in subsection A apply to such entity and that such entity agrees to abide by such obligations.

C. Notwithstanding the provisions of subsection A or B or any other provision of this title, the Tax Commissioner is authorized to (i) divulge tax information to any commissioner of the revenue, director of finance, or other similar collector of county, city, or town taxes who, for the performance of his official duties, requests the same in writing setting forth the reasons for such request; (ii) provide to the Commissioner of the Department of Social Services, upon entering into a written agreement, the amount of income, filing status, number and type of dependents, whether a federal earned income tax credit as authorized in § 32 of the Internal Revenue Code and an income tax credit for low-income taxpayers as authorized in § [58.1-339.8](#) have been claimed, and Forms W-2 and 1099 to facilitate the administration of public assistance or social services benefits as defined in § [63.2-100](#) or child support services pursuant to Chapter 19 (§ [63.2-1900](#) et seq.) of Title 63.2, or as may be necessary to facilitate the administration of outreach and enrollment related to the federal earned income tax credit authorized in § 32 of the Internal Revenue Code and the income tax credit for low-income taxpayers authorized in § [58.1-339.8](#); (iii) provide to the chief executive officer of the

designated student loan guarantor for the Commonwealth of Virginia, upon written request, the names and home addresses of those persons identified by the designated guarantor as having delinquent loans guaranteed by the designated guarantor; (iv) provide current address information upon request to state agencies and institutions for their confidential use in facilitating the collection of accounts receivable, and to the clerk of a circuit or district court for their confidential use in facilitating the collection of fines, penalties, and costs imposed in a proceeding in that court; (v) provide to the Commissioner of the Virginia Employment Commission, after entering into a written agreement, such tax information as may be necessary to facilitate the collection of unemployment taxes and overpaid benefits; (vi) provide to the Virginia Alcoholic Beverage Control Authority, upon entering into a written agreement, such tax information as may be necessary to facilitate the collection of state and local taxes and the administration of the alcoholic beverage control laws; (vii) provide to the Director of the Virginia Lottery such tax information as may be necessary to identify those lottery ticket retailers who owe delinquent taxes; (viii) provide to the Department of the Treasury for its confidential use such tax information as may be necessary to facilitate the location of owners and holders of unclaimed property, as defined in § [55.1-2500](#); (ix) provide to the State Corporation Commission, upon entering into a written agreement, such tax information as may be necessary to facilitate the collection of taxes and fees administered by the Commission; (x) provide to the Executive Director of the Potomac and Rappahannock Transportation Commission for his confidential use such tax information as may be necessary to facilitate the collection of the motor vehicle fuel sales tax; (xi) provide to the Commissioner of the Department of Agriculture and Consumer Services such tax information as may be necessary to identify those applicants for registration as a supplier of charitable gaming supplies who have not filed required returns or who owe delinquent taxes; (xii) provide to the Department of Housing and Community Development for its confidential use such tax information as may be necessary to facilitate the administration of the remaining effective provisions of the Enterprise Zone Act (§ [59.1-270](#) et seq.), and the Enterprise Zone Grant Program (§ [59.1-538](#) et seq.); (xiii) provide current name and address information to private collectors entering into a written agreement with the Tax Commissioner, for their confidential use when acting on behalf of the Commonwealth or any of its political subdivisions; however, the Tax Commissioner is not authorized to provide such information to a private collector who has used or disseminated in an unauthorized or prohibited manner any such information previously provided to such collector; (xiv) provide current name and address information as to the identity of the wholesale or retail dealer that affixed a tax stamp to a package of cigarettes to any person who manufactures or sells at retail or wholesale cigarettes and who may bring an action for injunction or other equitable relief for violation of Chapter 10.1, Enforcement of Illegal Sale or Distribution of Cigarettes Act; (xv) provide to the Commissioner of Labor and Industry, upon entering into a written agreement, such tax information as may be necessary to facilitate the collection of unpaid wages under § [40.1-29](#); (xvi) provide

to the Director of the Department of Human Resource Management, upon entering into a written agreement, such tax information as may be necessary to identify persons receiving workers' compensation indemnity benefits who have failed to report earnings as required by § [65.2-712](#); (xvii) provide to any commissioner of the revenue, director of finance, or any other officer of any county, city, or town performing any or all of the duties of a commissioner of the revenue and to any dealer registered for the collection of the Communications Sales and Use Tax, a list of the names, business addresses, and dates of registration of all dealers registered for such tax; (xviii) provide to the Executive Director of the Northern Virginia Transportation Commission for his confidential use such tax information as may be necessary to facilitate the collection of the motor vehicle fuel sales tax; (xix) provide to the Commissioner of Agriculture and Consumer Services the name and address of the taxpayer businesses licensed by the Commonwealth that identify themselves as subject to regulation by the Board of Agriculture and Consumer Services pursuant to § [3.2-5130](#); (xx) provide to the developer or the economic development authority of a tourism project authorized by § [58.1-3851.1](#), upon entering into a written agreement, tax information facilitating the repayment of gap financing; (xxi) provide to the Virginia Retirement System and the Department of Human Resource Management, after entering into a written agreement, such tax information as may be necessary to facilitate the enforcement of subdivision C 4 of § [9.1-401](#); (xxii) provide to the Department of Medical Assistance Services and the Department of Social Services, upon entering into a written agreement, the name, address, social security number, email address, dependent information provided pursuant to subdivision B 2 of § [58.1-341.1](#), number and type of personal exemptions, tax-filing status, adjusted gross income, and any additional information voluntarily provided by the taxpayer for disclosure pursuant to subdivisions B 1 and 2 of § [58.1-341.1](#), of an individual, or spouse in the case of a married taxpayer filing jointly, who has voluntarily consented to such disclosure for purposes of identifying persons who would like to newly enroll in medical assistance; (xxiii) provide to the Commissioner of the Department of Motor Vehicles information sufficient to verify that an applicant for a driver privilege card or permit under § [46.2-328.3](#) or an applicant for an identification privilege card under § [46.2-345.3](#) reported income and deductions from Virginia sources, as defined in § [58.1-302](#), or was claimed as a dependent, on an individual income tax return filed with the Commonwealth within the preceding 12 months; and (xxiv) provide to the Virginia Health Benefit Exchange, upon entering into a written agreement, for taxable years starting on January 1, 2023, or as soon thereafter as practicable, as determined by the Department of Taxation and the Virginia Health Benefit Exchange, the name, address, social security number, email address, dependent information provided pursuant to subdivision B 2 of § [58.1-341.1](#), number and type of personal exemptions, tax-filing status, adjusted gross income, and any additional information voluntarily provided by the taxpayer for disclosure pursuant to subdivision B 3 of § [58.1-341.1](#), of an individual, or spouse in the case of a married taxpayer filing jointly, who has voluntarily consented to such disclosure for purposes of identifying persons who do not meet the income



eligibility requirements for medical assistance and would like to newly enroll in a qualified health plan. The Tax Commissioner is further authorized to enter into written agreements with duly constituted tax officials of other states and of the United States for the inspection of tax returns, the making of audits, and the exchange of information relating to any tax administered by the Department of Taxation. Any person to whom tax information is divulged pursuant to this section shall be subject to the prohibitions and penalties prescribed herein as though he were a tax official.

D. Notwithstanding the provisions of subsection A or B or any other provision of this title, the commissioner of revenue or other assessing official is authorized to (i) provide, upon written request stating the reason for such request, the chief executive officer of any county or city with information furnished to the commissioner of revenue by the Tax Commissioner relating to the name and address of any dealer located within the county or city who paid sales and use tax, for the purpose of verifying the local sales and use tax revenues payable to the county or city; (ii) provide to the Department of Professional and Occupational Regulation for its confidential use the name, address, and amount of gross receipts of any person, firm or entity subject to a criminal investigation of an unlawful practice of a profession or occupation administered by the Department of Professional and Occupational Regulation, only after the Department of Professional and Occupational Regulation exhausts all other means of obtaining such information; and (iii) provide to any representative of a condominium unit owners' association, property owners' association or real estate cooperative association, or to the owner of property governed by any such association, the names and addresses of parties having a security interest in real property governed by any such association; however, such information shall be released only upon written request stating the reason for such request, which reason shall be limited to proposing or opposing changes to the governing documents of the association, and any information received by any person under this subsection shall be used only for the reason stated in the written request. The treasurer or other local assessing official may require any person requesting information pursuant to clause (iii) of this subsection to pay the reasonable cost of providing such information. Any person to whom tax information is divulged pursuant to this subsection shall be subject to the prohibitions and penalties prescribed herein as though he were a tax official.

Notwithstanding the provisions of subsection A or B or any other provisions of this title, the treasurer or other collector of taxes for a county, city or town is authorized to provide information relating to any motor vehicle, trailer or semitrailer obtained by such treasurer or collector in the course of performing his duties to the commissioner of the revenue or other assessing official for such jurisdiction for use by such commissioner or other official in performing assessments.

This section shall not be construed to prohibit a local tax official from imprinting or displaying on a motor vehicle local license decal the year, make, and model and any

other legal identification information about the particular motor vehicle for which that local license decal is assigned.

E. Notwithstanding any other provisions of law, state agencies and any other administrative or regulatory unit of state government shall divulge to the Tax Commissioner or his authorized agent, upon written request, the name, address, and social security number of a taxpayer, necessary for the performance of the Commissioner's official duties regarding the administration and enforcement of laws within the jurisdiction of the Department of Taxation. The receipt of information by the Tax Commissioner or his agent that may be deemed taxpayer information shall not relieve the Commissioner of the obligations under this section.

F. Additionally, it is unlawful for any person to disseminate, publish, or cause to be published any confidential tax document that he knows or has reason to know is a confidential tax document. A confidential tax document is any correspondence, document, or tax return that is prohibited from being divulged by subsection A, B, C, or D and includes any document containing information on the transactions, property, income, or business of any person, firm, or corporation that is required to be filed with any state official by § [58.1-512](#). This prohibition shall not apply if such confidential tax document has been divulged or disseminated pursuant to a provision of law authorizing disclosure. Any person violating the provisions of this subsection is guilty of a Class 1 misdemeanor.

Code 1950, § 58-46; 1972, cc. 311, 565; 1974, c. 134; 1978, c. 161; 1980, c. 49; 1983, c. 372; 1984, cc. 319, 675; 1985, c. 78; 1988, c. 544; 1989, cc. 99, 327; 1990, c. 678; 1992, c. 386; 1993, cc. 41, 519; 1994, c. [493](#); 1995, c. [38](#); 1996, cc. [614](#), [784](#), [793](#), [919](#), [988](#); 1997, cc. [517](#), [705](#), [787](#); 2000, cc. [717](#), [880](#), [901](#); 2001, c. [84](#); 2002, cc. [64](#), [747](#); 2003, cc. [757](#), [758](#), [884](#); 2004, cc. [166](#), [515](#), [536](#), [582](#), [594](#); 2005, cc. [863](#), [884](#); 2006, cc. [31](#), [159](#), [590](#), [780](#); 2008, cc. [387](#), [689](#), [785](#); 2010, c. [34](#); 2012, c. [395](#); 2013, cc. [29](#), [163](#), [230](#); 2014, cc. [194](#), [195](#), [225](#); 2015, cc. [38](#), [247](#), [730](#); 2016, cc. [227](#), [344](#), [677](#); 2018, c. [40](#); 2019, cc. [261](#), [786](#), [853](#); 2020, cc. [325](#), [916](#), [917](#), [1227](#), [1246](#); 2021, Sp. Sess. I, cc. [162](#), [544](#).

## ATTACHMENT F

Code of Virginia

Title 58.1. Taxation

Chapter 0. General Provisions of Title 58.1

§ 58.1-9. Filing of tax returns or payment of taxes by mail or otherwise; penalty.

A. When remittance of a tax return or a tax payment is made by mail or by means of a recognized commercial delivery service, receipt of such return or payment by the person with whom such return is required to be filed or to whom such payment is required to be made, in a sealed envelope or container bearing a postmark or a confirmation of shipment on or before midnight of the day such return is required to be filed or such payment made without penalty or interest, shall constitute filing and payment as if such return had been filed or such payment made before the close of business on the last day on which such return may be filed or such tax may be paid without penalty or interest. However, if through no fault of the taxpayer (i) no such postmark is affixed or (ii) the postmark affixed by the United States Postal Service is illegible or bears no date, such remittance of a tax return or a tax payment shall be deemed to have been timely if received through the United States mail no later than five days following the time of the close of business on the last day on which such return may be filed or such tax may be paid without penalty or interest. Additionally, no penalty or interest shall be imposed if a taxpayer provides evidence that remittance of a tax return or a tax payment was timely by producing a United States Postal Service Certificate of Mailing, or other proof of mailing, showing such return was filed or such payment was made before the close of business on the last day such return may be filed or such tax may be paid without penalty or interest.

B. When remittance of a tax payment is made by electronic funds transfer, receipt of funds available for withdrawal, in a bank account designated to receive such payments by the person to whom such payment is required to be made, on or before midnight of the day such payment is required to be made without penalty or interest, shall constitute payment as if such payment had been made before the close of business on the last day on which such tax may be paid without penalty or interest.

C. Notwithstanding any provision of law, the Tax Commissioner may allow the electronic filing of any state tax return, statement or document. For purposes of this subsection, the Tax Commissioner may determine alternative methods for the signing, subscribing or verifying of a state tax return, statement or document that shall have the same validity and consequences as the actual signing by the taxpayer. The Tax Commissioner may prescribe methods of execution, recording, reproduction and certification of electronically filed information pursuant § [59.1-496](#).

The Tax Commissioner shall devise a method by which a taxpayer will only receive

bulletins, publications, or other information provided by the Department electronically upon request.

D. If an income tax return preparer prepared 100 or more individual income tax returns for a taxable year that began on or after January 1, 2004, or 50 or more such returns for a taxable year that began on or after January 1, 2010, then for every taxable year thereafter, all individual income tax returns for taxable years prepared by that income tax return preparer shall be filed using electronic means. If an individual tax return shall be accompanied by attachments or schedules that cannot be accepted through electronic means, the income tax preparer shall file the return using software that produces a two-dimensional barcode using 2D technology reflecting information contained in the return in a standard format as prescribed by the Tax Commissioner. This subsection shall not apply to an individual income tax return for a taxpayer who has indicated that he does not want his individual income tax return filed using electronic means or 2D technology.

The Tax Commissioner shall have the authority to waive the requirement to file by electronic means upon finding that the requirement would cause an undue hardship. The income tax return preparer otherwise required to file individual income tax returns using electronic means shall request in writing the waiver from the Tax Commissioner and clearly demonstrate the nature of the undue hardship. The Tax Commissioner shall respond to the income tax return preparer within 45 days after receiving the request for waiver.

For purposes of this subsection, "income tax return preparer" means a person who prepares, or employs one or more individuals to prepare, an income tax return for compensation. Preparation of a substantial portion of an individual income tax return shall be deemed preparation of the entire individual income tax return for purposes of this section.

For purposes of this subsection, "income tax return preparer" does not include volunteers who prepare tax returns for the elderly or poor as part of a nonprofit organization's program.

Code 1950, § 58-4.2; 1966, c. 690; 1984, c. 675; 1996, cc. [370](#), [449](#), [635](#), [657](#); 2000, c. [995](#); 2004, c. [562](#); 2008, c. [217](#); 2010, cc. [36](#), [151](#), [635](#); 2011, c. [368](#); 2023, c. [163](#).

## ATTACHMENT G

For FY 2023-2024, the number of transactions processed in each lockbox are as follows:

MONTH	TAXES	MEALS TAX	BUSINESS LICENSES	DESKTOP DEPOSIT LOCKBOX	UTILITIES	ELECTRONIC LOCKBOX - TAX	ELECTRONIC LOCKBOX- UTILITIES
July	3,195	216	38	0	10,247	2,863	12,749
August	2,958	175	21	0	10,888	1,829	12,733
September	791	207	6	0	9,918	760	13,177
October	359	205	3	0	9,229	566	11,329
November	27,730	180	4	1308	11,533	9,928	13,837
December	12,404	191	20	2,277	8,619	9,346	11,121
January	3,546	206	194	0	11,932	2,322	14,102
February	1,766	179	869	0	9,140	1,217	11,700
March	906	216	783	0	9,286	832	12,372
April	2448	215	91	340	9,729	3,232	11,961
May	36,148	238		2,402	11,441	12,694	14,564
June	10,971	218		2,423	7,971	9,041	11,082
<b>TOTAL</b>	<b>103,222</b>	<b>2,446</b>	<b>2,029</b>	<b>8,750</b>	<b>119,933</b>	<b>54,630</b>	<b>150,727</b>

**ATTCHMENT H**  
**SEPARATE EXCEL SPREADSHEET**

## ATTACHMENT I

Retail Lockboxes:

Personal Property, Real Estate, and Utilities

Item Number	Description	Assessment	Tax Rate	Billed	Paid	Due
Late Payment Penalty is 10% of the unpaid balance. Interest accrues at an annual rate of 4%.		Amount Due By				
		Total Amount Due For Year				

**IMPORTANT PERSONAL PROPERTY TAX RELIEF INFORMATION**

The General Assembly capped the total cost of the tax relief for the Commonwealth of Virginia at \$950 million. Each locality's share of the \$950 million is based upon car tax relief reimbursements from the Commonwealth to the locality for tax year 2004. These funds are allocated to provide tax relief for qualifying vehicles in the County of Henrico. The amount of car tax relief is based upon total dollars from the Commonwealth divided by the total tax of all qualifying vehicles in the County. It is possible that the portion of the total personal property tax on your vehicle that you have to pay may increase as the number of qualified vehicles in Henrico County increases. Please see the contact information on the back if you have any specific questions regarding your tax bill.

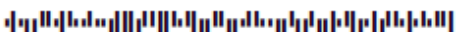
----- Tear Here and Return the Bottom Portion with Payment -----

Account Number	Amount Due
Due Date	Amount Enclosed


Invoice Key: 99999999

TO AVOID ADDITIONAL CHARGES THE AMOUNT DUE  
MUST BE RECEIVED BY THE DUE DATE ABOVE


MAKE CHECK PAYABLE TO

  
COUNTY OF HENRICO - TAX PROCESSING CTR

0050099999990000000099994




**COUNTY OF HENRICO, VIRGINIA**  
Department of Finance  
PO Box 90775  
Henrico, VA 23273-0775  
Phone: (804) 501-4729  
Email: [TaxHelp@henrico.us](mailto:TaxHelp@henrico.us)



**PERSONAL PROPERTY BILL**


Account #:  
Bill Number:  
Bill Date:  
Due Date:

Customer:



**COUNTY OF HENRICO, VIRGINIA**  
Department of Finance  
PO Box 90775  
Henrico, VA 23273-0775

☐ CHECK THIS BOX FOR CHANGE OF ADDRESS (details on back)



99999999









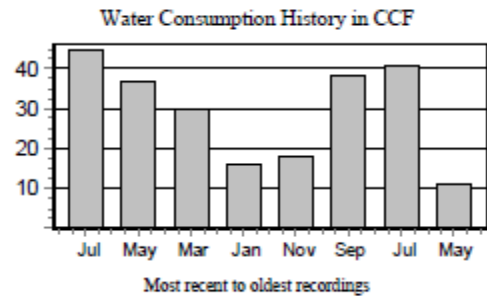
COUNTY OF HENRICO, VIRGINIA  
DEPARTMENT OF PUBLIC UTILITIES  
PO BOX 90775  
HENRICO, VA 23273-0775

Page 1 of 2

ACCOUNT SUMMARY

PREVIOUS BALANCE		ADJUSTMENTS		PAYMENTS		NEW CHARGES		BALANCE DUE	
For Inquiries Phone (804) 501-4275		Refer to Account No.		Service Address					
Date of Bill:		Actual Read				Date Payment Due:			
SERVICE	METER	BILLING PERIOD		DAYS	PREV. READ	CUR. READ	UNITS	MULTIPLIER	USAGE
Water									

TRANSACTION DESCRIPTION	AMOUNT
Previous Balance	
Water Charge - CCF	
Sewer Charge - CCF	
Refuse Service Charge	
BALANCE DUE	



Special Message:

NOTE: If the balance due includes an unpaid previous balance, service disconnection could occur without additional notification.  
Please refer to the SERVICE DISCONNECTION & RECONNECTION POLICY on the last page of your bill. Call 804-501-4275.

See Back of Bill for Payment Options

If paying by mail: Detach this portion and return it with your payment in the enclosed envelope



COUNTY OF HENRICO  
DEPT OF PUBLIC UTILITIES  
PO BOX 90775  
HENRICO, VA 23273-0775

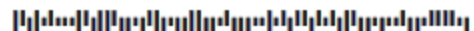
MAKE CHECK PAYABLE TO  
COUNTY OF HENRICO

ACCOUNT NUMBER	BALANCE DUE
DUE DATE	AMOUNT ENCLOSED

PLEASE ALLOW AT LEAST 5 BUSINESS DAYS FOR MAILING  
PAY BY DUE DATE TO AVOID A \$1 PAST DUE CHARGE

PLEASE ENTER ACCOUNT NUMBER ON YOUR CHECK


HRC0710A 829 1 AV 0.507  
7000000835 00.0004.0373 829/1



COUNTY OF HENRICO VA-UTILITY

009999000999900000999994

Wholesale Lockbox:  
Business License and Meals Tax



**2024**

**COUNTY OF HENRICO, VIRGINIA**  
 Department of Finance  
Business License Tax, PO Box 716487 -- Philadelphia, PA 19171-6487  
**BUSINESS LICENSE RENEWAL APPLICATION**

Return with Check payable to  
 "County of Henrico, Virginia"  
 on or before  
 March 1, 2024.  
 A copy will be returned to your  
 license.

File and Pay Online at: <https://business.tax.henrico.us> or call (804) 501-4310 for assistance.

Account No: \_\_\_\_\_

Business Number (Use in all correspondence)	Federal ID or SSN	VA Professional License No. (If Applicable)	Date Business Began in Henrico	Date Business Ceased Operation in Henrico

Ph #: \_\_\_\_\_ Business Type: \_\_\_\_\_

Report Below Any Changes in Preprinted Information

Email: \_\_\_\_\_

Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Other ☐

Licensee Name: \_\_\_\_\_

Trade Name: \_\_\_\_\_  
Must comply with the Clerk of the Virginia State Corporation Commission

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Physical Address of Business: \_\_\_\_\_  
(If different from Mailing Address, list here)

City/State/Zip: \_\_\_\_\_

CLASSIFICATION	TOTAL BASIS (A)	STANDARD DEDUCTION (B)	TOTAL BASIS LESS STANDARD DEDUCTION (A minus B) = (C)	TAX RATE PER \$100 (D)	TAX DUE (C times D + 100)
		(\$500,000)		\$0.20	
		(\$500,000)		\$0.00	
		(\$500,000)		\$0.00	
		(\$500,000)		\$0.00	

WHEN GROSS RECEIPTS OR GROSS PURCHASES EXCEED \$500,000, A MINIMUM PAYMENT OF \$30 IS DUE WHEN BASED ON GROSS RECEIPTS OR \$25 WHEN BASED ON GROSS PURCHASES.

CLASSIFICATION (Prior Year Adjustment)	ACTUAL AMOUNT IN 2023 (A)	STANDARD DEDUCTION (B)	ACTUAL AMOUNT LESS STANDARD DEDUCTION (A minus B) = (C)	RATE PER \$100 (D)	TAX AMOUNT FOR 2023 (C times D + 100) = (E)	AMOUNT PAID IN 2023 (F)	TOTAL DUE (E minus F)
* THIS SECTION NOT REQUIRED *							

**OFFICE USE ONLY**

Entered By: \_\_\_\_\_

Auditor: \_\_\_\_\_

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

Check Number: \_\_\_\_\_

Check Amount: \_\_\_\_\_

6702040

**ZONING:**

APPROVED \_\_\_\_\_

Comments: \_\_\_\_\_

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

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

Account: \_\_\_\_\_

TAX DUE	
FILING PENALTY DUE	0
PAYMENT PENALTY DUE	0
INTEREST DUE	0
<b>TOTAL TAX, PENALTIES &amp; INTEREST DUE</b>	
For Acct # _____	

15% Filing Penalty, 10% Payment Penalty & 10% Interest may be added if Application and Payment are not Received or Postmarked by March 1, 2024.

DECLARATION: I declare that the statements and figures herein given are true, full and correct to the best of my knowledge and belief.

IR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SEE REVERSE SIDE FOR BUSINESS RETURN OF TANGIBLE PERSONAL PROPERTY

DEPARTMENT OF FINANCE  
County of Henrico-Bus License Tax  
PO BOX 716487  
Philadelphia, PA 19171-6487

County of Henrico, Virginia  
BUSINESS SECTION  
2024



Instructions -

Return with Check payable to "COUNTY OF HENRICO, VIRGINIA."

A license will be issued upon full payment.

For Assistance call (804) 501-4310 or visit our website @ [www.henrico.us/finance](http://www.henrico.us/finance)

ACCOUNT NUMBER:  
INTERNAL NO.

WEB7777

**TRADE NAME****LICENSEE**

LOCATION ADDRESS

INDIVIDUAL	PARTNERSHIP	CORPORATION	OTHER
			X
BILLING DATE	START DATE	PRINT DATE	
<b>FINAL NOTICE !!! PAY IMMEDIATELY TO AVOID COURT SUMMONS</b>			
CLASSIFICATION	DESCRIPTION	TAX BASE	TAX AMOUNT
<b>MEMORANDUM BILL</b>		TAX DUE	
<b>NEW BUSINESS</b> - License applications must be received prior to beginning business. The tax shall be paid with the application for licenses <u>not</u> based on gross receipts. The tax on licenses measured by gross receipts shall be paid within 30 days.		LATE FILING PENALTY	
<b>BUSINESS RENEWAL</b> - All applications must be filed by March 1 of each license year in order to avoid a 10% filing penalty. For assessments under \$200.00 and peddlers, payments must be received on or before March 1 to avoid a 10% payment penalty and interest at the rate of 10% per annum on the outstanding amount due from March 2 until paid. Assessments \$200.00 and over may be paid without penalty, one-half on or before March 1 and one-half on or before June 15th. If one-half is not paid on or before March 1, the full assessment becomes due subject to a 10% payment penalty and interest at the rate of 10% per annum from March 2 until paid. Second half payments received after June 15 shall be subject to a 10% payment penalty and interest at the rate of 10% per annum from the first day such amounts were due.		PAYMENT PENALTY DUE	
<b>ADJUSTMENTS</b> - Payments are due within thirty days; subject to a 10% payment penalty plus 10% additional interest thereafter.		INTEREST DUE	
<b>OMITTED</b> - Payable on date of assessment; a 10% filing penalty and interest has been calculated from the original due date until paid.		TOTAL TAX, PENALTY AND INTEREST DUE	
		PAYMENT YEAR-TO-DATE	
		AMOUNT DUE	
		002-00000000 - 99999999	



COUNTY OF HENRICO, VIRGINIA  
DEPARTMENT OF FINANCE  
(804) 501-4310 or (804) 501-5733

## FOOD AND BEVERAGE TAX

Collections for the Period Ending:

MONTH	YEAR
-------	------

Account Number:

L23806983

I declare that the foregoing statements are true, full and correct to the best of my knowledge.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_ Phone \_\_\_\_\_

- |  |          |
|--|----------|
| 1. Gross Sales   | \$ _____ |
| 2. Non-Taxable Sales and Other Deductions  | \$ _____ |
| 3. Taxable Sales (Line 1 less Line 2)  | \$ _____ |
| 4. Food and Beverage Tax (Line 3 X 4%)   | \$ _____ |
| 5. Seller's Commission (Line 4 X 3%)<br>(only if the return is filed and the tax paid in full by the due date) | \$ _____ |
| 6. Subtotal (Line 4 less Line 5)   | \$ _____ |
| 7. Penalty for Late Filing (Line 6 X 10%)  | \$ _____ |
| 8. Penalty for Late Payment [(Lines 6 + 7) X 10%]  | \$ _____ |
| 9. Sum of Lines 6, 7, and 8  | \$ _____ |
| 10. Interest if Late (Line 9 X daily rate of 0.000274)   | \$ _____ |
| 11. Total Due (Line 9 + Line 10)   | \$ _____ |
| 12. Amount Paid  | \$ _____ |

Due by the 20th day of the month following the end of the reporting period

Mail To: COUNTY OF HENRICO VA-MEAL TAX, PO Box 716470, Philadelphia, PA 19171-6470

Make check payable to County of Henrico



## ATTACHMENT J

### Scanline Specs

#### Real Estate and Personal Property Scanline Specs

Position	Length	Field Name	Check-Only	Sample Value	Validation Required
01-03	03	Bill Type		005	Valid value = "005"
04-13	10	Invoice Key		0000000071	
14-25	12	Amount Due		000000270064	
26	01	Check Digit		1	CD on positions 1 – 25 Mod 10, weight 2, sum of digits Starting with the second digit Every other digit from right to left

**Fields that make up the Account Number:** Positions 01 - 13 (Bill type & invoice key).

#### Remittance Document Characteristics

- ? Font Type: OCR-A
- ? Alpha Characters: No
- ? Scanline Length: 26
- ? Mod (10 preferred) Mod 10
- ? Weight (7532 preferred) 7532

#### Check Digit Calculation

- ? Number of check digits: 1
- ? Check digit position: 26
- ? Check digit routine algorithm: Mod 10

#### DPU Utilities Scanline Specs

{{bif951.c\_account}}&{{bif951.c\_customer}}&Abs  
{{bif951.y\_amountduebeforeduedate}}\*100,"000000000") with single check digit at the end, Using  
Mod10 with a 2,1,2 weighting

## ATTACHMENT K

### DPU Lockbox and Electronic lockbox Positive File Format

File Format: Text – Fixed Length

File Description

File Data Record and Trailer Record

File Content-active and final residential, commercial, multi-family account-customer numbers

	Field	Field Start position	Field End Position	Length	Field Type
1	AcctCust Number	1	15	15	C(15)
1	FILLER	2	126	111	C(15)

AcctCust Number – 7 digit account number and 8 digit customer number concatenated

#### TRAILER RECORD

	Field	Field Start position	Field End Position	Length	Field Type
1	FILLER	1	15	15	C(15) Field Value = EOF000000000000
1	FILLER	2	126	111	C(15)

## ATTACHMENT L

Taxes Electronic lockbox Personal Property Positive File Format (example)

HICO_PP_EboxStandardPositiveFile X +	
File	Edit View
600500114782	0000000000
600500114783	0000000000
600500114784	0000000000
600500114785	0000000000
600500114786	0000000000
600500114787	0000000000
600500114788	0000000000
600500114789	0000000000
600500114790	0000000000
600500114791	0000000000
600500114792	0000000000
600500114793	0000000000
600500114794	0000000000
600500114795	0000000000
600500114796	0000000000
600500114797	0000000000
600500114798	0000000000
600500114799	0000000000
600500114800	0000000000
600500114801	0000000000
600500114802	0000000000
600500114803	0000000000
600500114804	0000000000
600500114805	0000000000
600500114806	0000000000
600500114807	0000000000
600500114808	0000000000
600500114809	0000000000
600500114810	0000000000
600500114811	0000000000
600500114812	0000000000
600500114813	0000000000
600500114814	0000000000
600500114815	0000000000
600500114816	0000000000
600500114817	0000000000
600500114818	0000000000
600500114819	0000000000
600500114820	0000000000
600500114821	0000000000
600500114822	0000000000



## Tax Electronic lockbox Real Estate Positive File Format (example)

HICO_RE_EboxStandardPositiveFile	
File	Edit View
6009000000001	0000000000
6009000000002	0000000000
6009000000003	0000000000
6009000000004	0000000000
6009000000005	0000000000
6009000000006	0000000000
6009000000007	0000000000
6009000000008	0000000000
6009000000009	0000000000
6009000000010	0000000000
6009000000011	0000000000
6009000000012	0000000000
6009000000013	0000000000
6009000000014	0000000000
6009000000015	0000000000
6009000000016	0000000000
6009000000017	0000000000
6009000000018	0000000000
6009000000019	0000000000
6009000000020	0000000000
6009000000021	0000000000
6009000000022	0000000000
6009000000023	0000000000
6009000000024	0000000000
6009000000025	0000000000
6009000000026	0000000000
6009000000027	0000000000
6009000000028	0000000000
6009000000029	0000000000
6009000000030	0000000000
6009000000031	0000000000
6009000000032	0000000000
6009000000033	0000000000
6009000000034	0000000000
6009000000035	0000000000
6009000000036	0000000000
6009000000037	0000000000
6009000000038	0000000000
6009000000039	0000000000
6009000000040	0000000000
6009000000041	0000000000

## ATTACHMENT M

### DPU Lockbox and Electronic Lockbox Remittance File Format

File Format: Text – Fixed Length

#### File Header Record

CIS Field ID	Field Position	Field Length	Pad field	Pad Character	Format	Line Number	Default Value	Mandatory	Tag	Translation Data	Translation Type	Counter	ITR015 Record Key
OCR Import - Update Pending	1	1				1		FALSE					86
OCR Import - Filler	2	39				1		FALSE					87
OCR Import - BatchTotal Amount	41	15			999999.99	1		FALSE					88
OCR Import - Filler	56	8				1		FALSE					89
FILLER	64	140				1		FALSE					90

#### File Data Records

CIS Field ID	Field Position	Field Length	Pad field	Pad Character	Format	Line Number	Default Value	Mandatory	Tag	Translation Data	Translation Type	Counter	ITR015 Record Key
FILLER	1	10				2		FALSE					91
OCR Import - Account#	11	7				2		FALSE					92
FILLER	18	8				2		FALSE					93
OCR Import - Customer	26	8				2		FALSE					94
FILLER	34	7				2		FALSE					95
OCR Import - Payment Amount	41	15			999999999999.99	2		FALSE					96
OCR Import - Payment Date	56	8			YYYYMMDD	2		FALSE					97
FILLER	64	4				2		FALSE					98
OCR Import - CON062 Trans Code	68	4				2		FALSE					99
OCR Import - External Reference	72	13				2		FALSE					100
FILLER	85	18				2		FALSE					101
OCR Import - Trans Sub Type	103	1				2		FALSE					102
FILLER	104	100				2		FALSE					103

#### File Trailer Record

CIS Field ID	Field Position	Field Length	Pad field	Pad Character	Format	Line Number	Default Value	Mandatory	Tag	Translation Data	Translation Type	Counter	ITR015 Record Key
FILLER	1	40				3		FALSE					104
OCR Import - Trailer Total Amount	41	15			999.99	3		FALSE					105
FILLER	56	8				3		FALSE					106
FILLER	64	140				3		FALSE					107

## ATTACHMENT N

### Personal Property & Real Estate Lockbox and Electronic Lockbox Remittance File Format

Third Party Payment Processor Payment Import							
Locality System to RBS							
Notes:	1	Numeric fields will all be formatted with an implied decimal point and with a leading negative sign if negative.					
	2	The data will be formatted in a comma separated value (CSV) file.					
	3	Each record in the ASCII file will be separated by a carriage return and line feed.					
	4	All Files Sent to PCI will be sent to the ToRCS folder within the RCS Folder on the RCS Server.					
	5	The locality is responsible for transferring the file to the ToRCS folder.					
Third Party Payment Files							
File name will be named OutsidePayment_LBOX_EBOX_MMDDYYYY.CSV							
Third Party Payment Processor to RCS							
Payment File Header							
					Max		
	Field	Client	RCS	Field	Field	No. Of	
ID	Name	Field Name	Field Name	Type	Size	Decimals	Description
A1	Record Identifier	N/A	N/A	Alpha Numeric	20		Fixed Value of "Payment_Header"
A2	Filler			Alpha Numeric	0		Fixed value of blanks
A3	Filler			Alpha Numeric	0		Fixed value of blanks
A4	Total Number of Payments		N/A	Numeric	14		Count of all Payment Detail Records, i.e. count of C1 records where record identifier = "Payment_Details"
A5	Total Amount of Payments		N/A	Numeric	14	2	Total of all Payment Amounts, i.e. sum of C5 where record identifier = "Payment_Details" The decimal point is implied.
A6	Line Feed and Carriage Return	N/A	N/A	Alpha Numeric	2		Fixed value of carriage return (ASCII 13) and line feed (ASCII 10)
Payment Batch Header							
	Field	Client	RCS	Field	Field	No. Of	
ID	Name	Field Name	Field Name	Type	Size	Decimals	Description
B1	Record Identifier	N/A	N/A	Alpha Numeric	20		Fixed Value of "Payment_Batch"
B2	Payment Batch No			Alpha Numeric	20		Free form field to identify a batch number from the third party payment processor. This will contain the Universal ID.
B3	Payment Date			Alpha Numeric	10		Formatted as mm/dd/yyyy  Used as the date for calculation of penalty or interest, i.e. this is the posting date.
B4	Total Number of Payments by this Batch		N/A	Numeric	12		Count of all Payment Detail Records for this batch, e.g. count of C1 records where record identifier = "Payment_Details"
B5	Total Amount of Payments by this Batch		N/A	Numeric	13	2	Total of all Payment Amounts for this batch, e.g. sum of C5 where record identifier = "Payment_Details" The decimal point is implied.
B6	Line Feed and Carriage Return	N/A	N/A	Alpha Numeric	2		Fixed value of carriage return (ASCII 13) and line feed (ASCII 10)
Payment Details							
	Field	Client	RCS	Field	Field	No. Of	
ID	Name	Field Name	Field Name	Type	Size	Decimals	Description
C1	Record Identifier	N/A	N/A	Alpha Numeric	20		Fixed Value of "Payment_Details"
C2	Payment Reference from 3rd Party			Alpha Numeric	50		Reference identifier from the 3rd party payment processor. For <b>LBOX</b> this field will contain a Batch Number, Transaction Number and Sequence Number. For <b>EBOX</b> this will contain the Trace Number, which is 15 positions in length.
C3	Filler			Alpha Numeric	0		Fixed value of blanks
C4	Internal Invoice Key (ArVKey from ARInvoice)			Numeric	10		PCI Solution Key to the Invoice Record. Position 4-13 of the Scan Line (C6). <b>EBOX value will be Account# (ackey)</b>
C5	Total Amount Paid			Numeric	12	2	The decimal point is implied
C6	Scan Line			Alpha Numeric	100		Scan line as found on the bill
C7	Line Feed and Carriage Return	N/A	N/A	Alpha Numeric	2		Fixed value of carriage return (ASCII 13) and line feed (ASCII 10)

**ATTACHMENT M**  
**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 named 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**  
**Crime Coverage – 2,000,000 per occurrence, to include coverage for internal (employee) or external (3<sup>rd</sup> party) infidelity, cash/forged checks on premises, off premises, in transit including coverage for loss of money or other assets against theft, fraud, forgery, burglary.**

**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 P 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 180 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]).
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]

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Signature

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Signature

---

Printed Name and Title

---

[Purchasing Director or County Manager or  
Superintendent]

---

Date

---

Date