



COMMONWEALTH OF VIRGINIA

County of Henrico

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

RFP No. 21-2201-8EMF

August 11, 2021
Request for Proposal (“RFP”)
Fire and EMS Records Management Software
System

Your firm is invited to submit a proposal to provide a Fire and EMS records management software system 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 14, 2021 at 2:00 p.m.** by submission through the Commonwealth of Virginia’s electronic procurement platform [eVA](#).

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

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

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

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

Should you have any questions concerning this RFP, please contact Eileen M. Falcone at fal51@henrico.us by no later than **August 23, 2021**.

Very truly yours,
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Eileen M. Falcone, CPPB
Assistant Division Director

I. **INTRODUCTION**

A. **Purpose**

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain services from a qualified firm to provide a Records Management System for the County's Division of Fire in accordance with the Scope of Services section of the solicitation.

B. **Background**

Henrico County is one of the oldest political subdivisions in Virginia. Established in 1634, it is run as a county manager form of government. The County is the sixth largest locality in the Commonwealth of Virginia and is situated in central Virginia along the northern and eastern borders of Virginia's capital City of Richmond. The County lies between the James and Chickahominy rivers, and constitutes approximately a third of the Richmond Metropolitan area. Today, around 340,000 Henrico County residents live in a well-planned community of 244.12 square miles.

The Henrico County Division of Fire provides fire suppression, emergency medical services, technical rescue, hazardous materials mitigation, fire prevention, public education, and disaster preparedness to the citizens and visitors of Henrico County. The Division of Fire is a community-driven, professional public safety and service organization that takes pride in stewardship and innovation, while maintaining public trust. The Division is committed to, and guided by, its core values of Professionalism, Respect, Integrity, Dedication, and Empathy (PRIDE). One of the first in the world, the Division of Fire received International Accreditation in 1998 from the Commission on Fire Accreditation International (CFAI). Furthermore, in 2015 the Division was awarded a Class 1 ISO rating, making it the first county in the nation to hold both International Accreditation and a Class 1 ISO rating.

The Division of Fire maintains a minimum on-duty staffing level of 130 personnel. Additional staffing for major emergencies or community disasters is available through the response of executive and staff officers, as well as the ability to request mutual aid or call back off-duty personnel. The Division's 21 community firehouses are positioned for optimum service delivery. Response forces are organized into three battalions and each supervised by a chief officer. An Assistant Chief serves as the overall shift commander. In addition to the traditional role as the provider of fire prevention and fire protection, the Division is also the primary provider of Emergency Medical Services, including both first response basic life support transport, and advanced life support emergency transport. The Division presently operates with Zoll X Series Patient Monitors. Within the Central Virginia region, Henrico Fire works closely with our Bon Secours, HCA, and VCU Health System hospital partners.

The Division of Fire operates several specialty teams including the regional hazardous materials team, the technical rescue team, the robotics team, and the search, rescue, and dive team. The Division of Fire currently has 625 full-time equivalent (FTE) positions with 32 of those 625 being represented by civilian employees.

Fire Incident Reporting is currently addressed with the Alpine RedNMX system, which has been operated by Henrico County since 1998. EMS Patient Care Reporting is recorded within the ImageTrend Elite system. The County utilizes Computronix's POSSE system for Fire Inspection records. Training and certifications of Division of Fire employees are tracked within the Target Solutions platform, which has been in use since 2015. Additionally, Henrico County has internally developed a number of custom applications to address pre-plans, day logging, apparatus tracking and other records requirements. Likewise, the County builds and maintains its own, internal, Computer Aided Dispatch System.

	HenricoDW (CAD Data Warehouse)				RedNMX (NFIRS Data reporting Platform)	
	Fire	EMS	Total Calls	Transports	Fire reports submitted	EMS reports submitted
FY19	8,594	37,916	46,510	23,465	637	34,938
FY20	9,569	36,432	46,001	22,681	806	33,993
FY21	8,212	38,517	46,729	23,546	717	35,697

II. SCOPE OF SERVICES

The Divisions of Fire require a software system solution that will enable the Divisions to effectively complete required Fire and EMS incident reporting, track training activities and certification, and provide effective access to this data.

The Successful Offeror shall provide all materials, labor, supervision and project management necessary to provide the following:

A. General Requirements

The proposed system shall:

1. Be a commercially available, cloud hosted solution. This off-the-shelf software system must have accessibility 24 / 7 / 365. The County will not consider a solution that will be developed or is currently in a beta environment.
2. Have been commercially available for a minimum of 2 years and deployed successfully within other public safety entities.
3. Allow the attachment of documents to reports and records including, but not limited to the following types: Video, Photos and Documents (Microsoft Office files and PDF's).
4. Provide a means to display administrative messages to all users.
5. Provide the ability to customize data fields within reporting modules, including Fire and EMS forms.
6. Provide a comprehensive user profile system, with options for customized fields and the ability to batch / bulk import information.
7. Provide a robust search engine for records, including the following fields:
 - Name
 - Date
 - Call for Service Address
 - CAD incident number

8. Allow the Division of Fire to create, define and utilize custom quality assurance rules for Fire, EMS, and Inspection reporting modules.
9. System shall have a close synergy between the Fire and EMS reporting capabilities.

B. Fire Incident Reporting Requirements

The proposed system shall:

1. Be capable of supporting National Fire Incident Reporting System (NFIRS). The most current version of the NFIRS standard must be supported. Subsequent versions of the reporting standard must be supported by software updates.
2. Have a modular aspect that activates required data points based on selections the user makes within the incident report.
3. Provide the ability to amend custom fields onto the Fire Incident report.
4. Be compliant with applicable NFPA standards.
5. Easily surface incomplete NFIRS reports for administrators and managers within the organization.
6. Have Quality Assurance functions and QA/QC reporting, identifying completeness and accuracy, in line with the NFIRS standard.

C. EMS Incident Reporting (ePCR) Requirements

The proposed system shall:

1. Be NEMSIS compliant and fully support all future NEMSIS standards changes as required by the Virginia Office of EMS.
2. Include robust custom reporting capabilities.
3. Have a modular aspect that activates required data points based on selections the user makes within the incident report.
4. Provide the ability to amend custom response fields onto the EMS incident report.
5. Have Quality Assurance functions and QA/QC reporting, identifying completeness and accuracy, in line with the NEMSIS standard.
6. Provide Hospital Medical Record integration. Currently the Division of Fire operates alongside the Bon Secours, HCA, and VCU Health Systems.

D. Training and Certifications Requirements

The proposed system shall:

1. Track certifications and licenses with expiration dates, including driver's license, CPR, ACLS, instructor status, and others.
2. Support custom fields within forms.
3. Provide a method for updating large numbers of employee training records simultaneously, as well as one person at a time.
4. Deliver instructional material (including documents and video content) and have that learning activity recorded on a learner's profile.
5. Track user training hours, in line with ISO requirements.
6. The capability to generate reports on individuals, or groups.

E. Data and Reporting Requirements

The proposed system shall:

1. Provide robust custom and pre-built reporting functionality.
2. Provide administrators the ability to create custom reports and house them within the application.
3. Have a direct database connection for reporting purposes.

4. The Division of Fire shall retain all rights and ownership of all data entered within the system.

F. Security and Audit Requirements

The proposed system shall:

1. Provide a comprehensive security system including layered security, limiting individuals control over specific records and / or function as specified and controlled by administrators.
2. Allow authorized personal functionality to designate application administrators and sub administrators.
3. Support the creation of multiple, custom, security roles.
4. Provide the functionality of a full audit trail including date, time, and user information.

G. Technical Requirements

It is desirable that the system be cloud-based. The county will consider alternative implementation and hosting approaches.

The proposed system shall:

1. Use an industry-standard SQL relational database management framework.
2. Be a web-based platform, fully compliant with modern web standards and support mobile devices.
3. Not have any explicit browser dependencies and shall use responsive design techniques.
4. Use a top-tier cloud service provider like Microsoft Azure, Amazon Web Services, or Google Cloud. Other service providers must be approved by Henrico County IT.

H. Integration Requirements

The proposed system shall provide the following:

1. Active Directory
 - a. Provide for Active Directory integration. This should be implemented by using federated web authentication via Henrico-hosted Active Directory Federation Services (ADFS).
 - b. Include an internal security structure that provides application administrators with the tools to control access to each part of the software based on user roles and functions, preferably tied to Active Directory groups.
2. Computer Aided Dispatch (CAD)
 - a. Integrate with third-party CAD systems and be able to share critical information with this application.
 - b. Accept, from CAD, the names and unit assignments of fire personnel to support the completion of incident reports.
 - c. Henrico County maintains an in-house CAD system and development team. The Successful Offeror may provide a documented API or a generic interface that the County can code around.
3. Application Programming Interface (API)

The proposed solution shall provide a well-documented API allowing the county to integrate the proposed solution with other County systems.

4. GIS/ESRI

The proposed system shall:

- a. Have the ability to integrate with the ESRI GIS platform.
- b. Use standardized Henrico County street names and addresses and may leverage County geocoder system.

III. Optional Services

The following are optional services that may be considered and should meet the following requirements.

A. Inspection and Occupancy

1. Capture various types of inspections such as life safety, building and occupancy, based on NFIRS codes.
2. Link inspection to incidents and locations.
3. Support mobile inspections via responsive web tools.
4. Cross validate to ensure no duplicate records in occupancies.
5. Add new inspection codes.
6. Ability to reference State and Federal Codes as applicable.
7. Have the ability to merge occupancy CAD information into inspection records.
8. Keep track of owners and contacts of buildings.
9. Track inspections and activities for a given occupancy.
10. Have the ability to schedule annual inspections on a reoccurring basis and keep track of re-inspection, till all deficiencies are satisfied.
11. Track additional Fire service records – chemical inventory, hydrants, storage tanks, permits, supplemental history.
12. Have the ability to merge occupancies when address is the same and must keep all history when merging occupancies.

B. Pre-Plans Requirements

1. Integrate with both the County Master Address List as well as any related occupancy functions within the reporting system.
2. Integrate with the ESRI GIS platform.
3. Offer robust form customization and the ability to add fields to a Pre-Plan entry template.
4. Support the inclusion of photos and other documents, such as PDFs, onto recorded Pre-Plans.

IV. **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.

V. ANTICIPATED PROCUREMENT SCHEDULE

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

Request for Proposal Distributed	August 11, 2021
Questions Due	August 23, 2021:noon
Receive Written Proposals	September 14, 2021; 2:00 p.m.
Conduct Oral Interviews with Offerors	Week of September 27, 2021
Negotiations Completed	October 2021
Award Contract	October 2021
[Installation/Services] Begin	October 2021

VI. 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

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

E. Controlling Law and Venue

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

F. Default

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

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

1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made

to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

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

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the

United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

L. Testing and Inspection

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

M. Assignment of Contract

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 from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

O. Insurance Requirements

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

P. No Discrimination against Faith-Based Organizations

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

Q. Offeror's Performance

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

R. Ownership of Deliverable and Related Products

1. 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. Termination of Contract

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

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the

County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

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

BB. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

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

Pursuant to Virginia Code § 2.2-4354:

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

4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. Contract Period

1. The contract period shall be from date of award for a one-year period. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for six (6) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of seven (7) years.

EE. Occupational Safety & Health Policy Statement

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

FF. Service Accessibility

Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference.

GG. 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.

VII. 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 insuring 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 anytime 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 August 23, 2021 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

VIII. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
 - 1. Table of Contents
All pages are to be numbered.
 - 2. Tab 1 – **Introduction and Signed Forms**
In this tab, the following items should be provided:
 - a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
 - b. Proposal Signature Sheet – **Attachment A**
 - c. Business Classification Form – **Attachment B**

- d. Virginia State Corporation Commission Registration Information – **Attachment C**
- e. Proprietary/Confidential Information – **Attachment D**

3. Tab 2 – Statement of the Scope

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

4. Tab 3 – Offeror’s Qualifications, Experience, Resumes, References and Financial Stability

In this tab, offerors should demonstrate the Offeror’s and their staff’s qualifications in providing the services as requested in Scope of Services requested by this RFP in Section II. Offerors should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing a records management software system of similar size and scope for no less than two (2) years. Documentation should include a list of reference customers (no less than 3) that the Offeror provided a records management software system to in the past or that the offeror is currently providing these services. Provide appropriate documentation to support:

- a. Years in business outlining the company history;
- b. Virginia customers operating the offeror’s records management solution and number of years they have been using it;
- c. Experience with a project of this magnitude;
- d. Number of current customers;
- e. Resumes of proposed staff that would be assigned to this project; and,
- f. Evidence of financial stability;

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

5. Tab 4 – Service Approach/Implementation Services/Training

In this tab, offerors should provide, in detail, their approach to fulfilling the scope of services being solicited by this Request for Proposal and demonstrate their compliance with the requirements of the Scope of Services requested by this RFP in Section II. In this section, offerors shall also include the following:

- a. Submit any additional agreements which the County may be requested to agree to as part of the final award.
- b. Provide a project schedule of the implementation plan, that includes key phases of the project, including staff training, configuration, data migration and file upload requirements, implementation planning and support, technical support, technical training requirement and responsibilities etc.
- c. Provide information on the proposed project team.
- d. Provide a description of how your product is updated, iterated and implemented for your customers.
- e. Describe how your customers are notified of these changes and supported through this process.
- f. Provide information on system uptime percentages, service level agreements, as well as patching schedules.

- g. Provide detailed information for the process that will be established to ensure successful implementation, testing and final system acceptance. System final acceptance shall be conducted in accordance with the implementation plan that is mutually agreed to and incorporated as part of the contract documents
- h. Provide a sample test and acceptance plan describing the typical procedures and acceptance criteria of the proposed system.
- i. Provide a detailed narrative of the proposed training plan for approximately 24 worksites and 630 County staff. This shall include the number of training days and hours being offered, and whether training is virtual or on-site.
- j. Discuss any limitations on the number of participants that can attend a training session.

6. **Tab 5 – Data Reporting and Compliance**

In this tab, offerors shall demonstrate their reporting capabilities as required in the Scope of Services Sec II. Offerors shall provide samples and descriptions of anticipated reports available. Offerors shall also discuss training requirements for Fire and EMS staff. Offerors shall include the following information.

- a. Describe how your system supports query access to the reporting database.
- b. Describe how your reporting system integrates with patient monitors and related cloud-based system, such as Zoll and their X-Series devices.
- c. Describe the status of your system's compliance with the NEMESIS v3.5 standard.
- d. Describe how your system can track mental and behavioral health incidents that may not originate from a traditional 911 call for service.
- e. Describe how training and certification records may be integrated or exported over API or other web service.
- f. Describe how existing training records, in Target Solutions, may be migrated into your new records system.
- g. Describe how your system supports the replication of data and records to Henrico-hosted data warehouses

7. **Tab 6 – Security, Audit and Technical**

In this tab, offerors shall demonstrate how they meet the requirements for the Security, Audit and Technical requirements as described in Sec. II of the RFP. Offerors shall discuss their security compliance, types of security roles offered and audit trails. Offeror shall include, at a minimum the following information.

- a. Describe the technical and functional support plan for a public safety customer.
- b. Describe how your systems supports offline functions, and the recording of initial Fire and EMS report information, during times of limited or no internet connectivity.
- c. Discuss your Application Programming Interface (API).
- d. Describe areas and modules where data may be imported into the application as well as outputted.
- e. Describe what modules and functionality of your platform are supported by your API and what limitations may exist.

- f. Provide details on the ability to integrate with the ESRI GIS platform and where these integrations impact functional modules, specifically Fire Incident and EMS incident reporting.

8. **Tab 7 Price/Cost Proposal**

In this tab, offerors shall provide an itemized list of all costs associated with providing the services outlined in Sec.II and Sec. III of this RFP. Offerors shall use **Attachment F** to provide pricing over the seven (7) year period. This is provided as a separate attachment.

Offerors shall also provide a payment schedule based on deliverables and/or milestones.

9. (if needed) **Tab 8 – 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. Exceptions to any liability provisions contained in this Request for Proposals is not required to be submitted.

10. (if needed) **Tab 9 – Assumptions**

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

11. (if needed) **Tab 10 – Optional Services**

In this tab, offerors shall discuss if and how their proposed system can provide the services listed in Sec. III. A. and B.

12. (if needed) **Tab 11 – Appendices**

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

IX. PROPOSAL EVALUATION/SELECTION PROCESS

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

Evaluation Criteria	Weight
Functional Requirements <i>(In accordance with Sec. VIII Items (B3), (B6), (B7) and (B9) this criterion considers the extent to which the Offeror's proposal satisfies the services requested by this RFP and clearly demonstrates the work to be performed as specified in Sec. II.)</i>	40
Experience and Qualifications <i>(In accordance with Section VIII, Item (B4) this criterion considers the Offeror's and assigned staff's experience and qualifications for providing services of similar size and nature as those requested by this RFP as specified in Section II.)</i>	25
Service Approach, Implementation and Training <i>(In accordance with Section VIII, Item (B5) this criterion considers the Offeror's service approach, implementation, and training as requested by this RFP and as specified in Section II.)</i>	20
Price <i>(In accordance with Section VIII, Item (B8), this criterion considers the Offeror's pricing for completing the services requested by this RFP as specified in Section II.)</i>	10
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.)</i>	5
Total	100

- B. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) **No. 21-2201-8EMF Fire and EMS Records Management System.**

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

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

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

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

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

(Check all that apply.)

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

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

eVA Registered? Yes No

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

_____ NUMBER

_____ DATE

DEFINITIONS

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

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

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

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

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

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

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

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

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

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

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

_____ **-OR-**

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

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

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

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

ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS

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

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools 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**
Technology Errors & Omission Coverage \$1,000,000 limit

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