



**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
Request for Proposals**



RFP Number: 11-0343

Title: Fire Records Management System

Issue Date: December 6, 2011

Proposals Due No Later Than: January 18, 2012, 5:00 P.M.

Location for Receipt of Proposals: Chesterfield County Purchasing Department
Court Square
9842 Lori Road, Suite 101
Chesterfield, VA 23832

Inquires: Questions which may arise as a result of this solicitation may be addressed to Bridgette King, Senior Contract Officer, at (804) 748-1913, or by email to purchasing@chesterfield.gov. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by an offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal;
 - the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498 of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards; and
 - that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests (§ 2.2-3100 et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract.
 - that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§§ 2.2-4367 et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
-

Complete Legal Name of Firm: _____

Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

Proposal Dated: _____

Please refer to Clause F of the General Terms and Conditions:

Minority-Owned Business: ☐ Yes ☐ No

Chesterfield Business: ☐ Yes ☐ No

Women-Owned Business: ☐ Yes ☐ No

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I. PURPOSE

The purpose of this RFP is to obtain a solution that will replace the existing Records Management System and group several existing databases into a reliable system that can be managed through a simple input mechanism and provide useful and reliable reports. Desired solution should have the capability to manage patient care reporting, fire reporting, inventory management and integrate with other systems as defined in section II - D. Specified system will be used by Chesterfield County's Fire & EMS Department.

II. BACKGROUND

A. Introduction

Chesterfield County lies in east-central Virginia between the City of Richmond to the north and the Petersburg/Colonial Heights area to the south. The County is included in the Richmond-Petersburg Metropolitan Statistical Area, which in 2004 had a total population of 1,054,309 (http://www.richmondregional.org/Publications/Reports_and_Documents/Planning/Ric-Ptrsbrgfactsheet.pdf). Chesterfield County's land area encompasses 446 square miles. In January 2010, the County population was 316,000.

The James River borders the County on the northeast, and the Appomattox River forms the County's southern boundary.

Chesterfield County was formed from Henrico County in 1749 and received its name from the Fourth Earl of Stanhope, England's famed Lord Chesterfield.

The Chesterfield Fire & EMS department is a combination department comprised of approximately 423 uniformed career members, 140 volunteer members and 43 non-uniformed support staff members.

Chesterfield Fire & EMS is operated out of 21 fire stations and 9 rescue squad stations. The county operates 21 engine companies, 5 truck companies, 17 transport units, a hazardous materials team, SCUBA rescue team, a technical rescue team, and staffs the Virginia State police helicopter with paramedics for the Med-flight program. The table below is the call volume for Chesterfield Fire & EMS and the populations for Chesterfield County for the past five years:

FY	Incidents	Population
2006	29,241	291,000
2007	31,389	299,600
2008	32,737	306,000

2009	32,946	314,000
2010	32,924	316,000

B. Current System

The Current Records Management system was purchased in 2002 and manages the Patient Care reports (PCR) and the Fire reports. There are also numerous other databases and spreadsheets utilized throughout the department to manage and track various information such as training records and certifications, fire inspections, and inventory items.

Existing system utilizes Panasonic Toughbook CF-18 and CF-19 tablet computers as a basis for field reporting. Platforms used on said devices are Microsoft Windows XP, Tablet PC Edition 2005, version 2002 with service pack 2. Each fire/rescue Squad station also has at least one desktop computer that can be utilized for report entry. Desktops are connected utilizing terminal server connections. There is wireless connectivity in all fire/rescue stations and at various locations throughout the county. Ability for the reporting system to operate on any smart device may be considered in the future.

C. Technical

The standard technologies used for application development and integrations at Chesterfield County are described as follows:

1. Microsoft Windows operating systems for development and deployment.
2. Active Directory identity management system. Windows domain authentication is the default authentication used by internal applications and services.
3. SQL Server RDBMS for development (Oracle may be used contingent upon an exception.)
4. Microsoft Visual Studio Team System Integrated Development Environment (IDE) and toolset used throughout the development cycle.
5. ASP.NET with AJAX development framework. (In cases of Rich Internet Applications (RIA), Silverlight is the preferred technology.)
6. C#.NET programming language.
7. Web services for application integrations and all application data access (either through application services or shared enterprise services).
8. Windows Communication Foundation (WCF) with wsHttpBinding as the default service technology and binding protocol for service development.
9. IIS for application and service hosting, including AJAX services.
10. Microsoft Team Foundation Server (TFS) and its Source Control repository for

storing project artifacts and source code.

11. SQL Server Reporting Service (SSRS) for developing application reports.

12. SQL Server Integration Service (SSIS) for data integrations.

13. ESRI ArcGIS is the platform for geographic information.

All technical solutions are evaluated by an Architecture Review Board and providers may be required to submit architectural documentation. The required level of conformity to the above standards will be dependent upon the degree of application and data integrations and customizations necessary.

D. Existing Programs For Which An Interface Is Necessary

1. TeleStaff™ Version 2.61

2. Computer Aided Dispatch System (CADS) – Motorola Premier One

3. Ability to report out to Virginia State National Fire Incident Reporting System (NFIRS).

4. Provide the current Commonwealth of Virginia Department of Health, Office of EMS required data set through the Virginia Pre-Hospital Information Bridge. The current electronic format is XML.

5. Ability to report out to billing company, ADPI – Intermedix, which is currently in the NEMSIS XML format.

6. ESRI ARCGIS software platform.

III. SCOPE OF WORK/SPECIFICATIONS

A. General Expectations

The desired system should provide a unified and integrated solution to manage the patient care reports, fire reports, and inventory management for the organization that comply with all laws and regulations for the State of Virginia and nationally accepted business practices in use. The system should have the ability to operate on a desktop and a mobile platform and operate at full usefulness in both settings.

The system should be available 99% of the time when measured on a 24 hour per day, seven days a week basis for 365 days. The offeror should provide a backup plan for system breakages and upgrades.

It is the expectation that the offeror will provide a plan and describe how they will implement the plan for transitioning all data in the current system into their system in order to allow for searching, reporting, and editing needs. Currently we operate a FoxPro Database version 9.

It is the expectation that the Contractor will perform the initial install and provide on-site presence during the initial install and the go-live cut over time period.

The user interface of the proposed solution should be section 508 (29 U.S.C. '794 d) compliant. While providing ongoing support, the offeror should be prepared to ensure the application maintains section 508 compliance.

Desired solution should satisfactorily perform the following functions:

B. Reporting (All Areas)

1. Touch screen technology with a graphical user interface.
2. Allow reports to be created on the County's tablet computers and the software should have the ability to wirelessly synchronize automatically through the County's secure server. Software should allow a user to complete the report on a designated desktop computer in the Fire / Rescue stations or on the tablet computer.
 - a. The reports held on the tablet computers in the field should be integrated into the system upon return to the fire/rescue station utilizing the established wireless network. This should be done without user intervention.
 - b. No completed reports should be held on the tablet computers once the interface with the system is complete.
3. Have a user-friendly ad-hoc reporting section. This section should provide the ability for Chesterfield Fire & EMS (CF&EMS) to create custom reports for any data requested and the ability to run reports on an automatic basis on a set time frame as determined by Chesterfield Fire & EMS.
4. Have user defined fields in all areas that can be modified by Chesterfield Fire & EMS to suit the needs of the organization at various times.
5. Allow for user designed and defined screen configurations that can be locked by the admin user.
6. Have the ability for the County to create, define and utilize custom quality assurance rules for fire, patient care, and inspections reporting sections.
7. Have ability to start a record on a computer, save the record and complete it on another computer without sending the incomplete records to the state, hospital, or billing company.
8. Have the ability to transfer information captured by Computer Aided Dispatch (CAD), currently Motorola Printrak, into a specific section of a report. Information should include but not be limited to incident numbers, incident address, zip code, all disposition time stamps, units assigned to incident, etc.
9. Personnel assigned to the incident should be electronically integrated from TeleStaff, this should include the unit they were assigned to for the incident. The information captured from TeleStaff will be updated on a preset time frame of not more than hourly.

10. Have the ability to manage personnel from multiple agencies within the County.
 - a. As a part of the County, there are several rescue squads and each of these agencies has a separate state agency number. The system should be able to manage assigning personnel from each organization and have the ability to assign personnel to more than one organization at the same time without requiring duplicate entry of personnel into the roster. System should only allow basic user permissions. (PCR creation only).
 - b. Virginia State Police – MedFlight I
11. Maintain a master names file of all contacts inputted into the system. The master names file should be forced open for lookup after the entry of the patients first and last name.
12. Provide a data validation for required state and federal fields following the NEMSIS requirement prior to completion of call. This should not prevent the record from being closed in an incomplete state and reopened at a later time for completion. A message should also be created to show the user which areas of the report are still in need of completion prior to closing the report.
13. Provide data validation at the end user level to detect incorrect entries, complete a spell check of entered information and incomplete information in the record prior to finalization.
14. Complete an automated reconciliation of reports on a daily basis. This should verify that all incidents created in CADS have a completed report(s) associated with them. The report should show the incident and indicate whether a report is completed or not completed.
15. Allow for addenda to be entered for all records completed. These addenda should become a part of the primary record for permanent storage. If the addenda is created after the initial report is completed the addenda should be exported to all required agencies.
16. Require a unique user name and password for each user login. These will be determined by Chesterfield County and managed by Chesterfield County.
17. Allow for various levels of security based on tables and functions, including but not limited to end user, company officer, battalion chief, and administrative users.
18. Updates to the reporting software should be accomplished with minimal interruptions to the normal work activities including entering and completing reports.
19. Produce an audit trail of all activity on the system. This audit trail should log the user ID, date, and time for all transactions and/or data entered into or removed from the system and the workstation utilized. The audit trail system should also have the ability to be tracked for use and have audit data captured in reports.
20. Information entered into a fire report should be shared with a patient care report and

visa-versa to eliminate the need to duplicate data entry.

21. Allow unlimited users to be signed into the system at any time or concurrently based on number of licenses.

22. Have an automated time-out feature to log users out when a set time frame of inactivity has been reached and saves the data in an incomplete report.

23. At a user level, the system should only allow the user to be logged into a single application session at a time.

24. Allow for remote login by the Contractor and County personnel for general maintenance and update procedures, Updates should not be performed prior to notification of County personnel.

25. Have a testing/training platform and a production/live platform.

26. Have an auto-save feature that will save the report for retrieval at a later time if needed.

C. Patient Care Reporting

The Electronic Patient Care Reporting system should be able to collect, store, and process all aspects of a patient care report. The information captured within CADS will be used to begin the EMS report and used to fill the appropriate fields within the report. Information entered into the patient care report should provide, at a minimum, the fields required by the Commonwealth of Virginia Department of Health, Office of EMS.

The Patient Care Reporting Software should meet the following requirements:

1. All current Health Insurance Portability and Accountability Act (HIPAA) rules and regulations.
2. Current NEMSIS Gold standard data set, dictionary, and format.
3. Ability to attach associated files in a PDF, JPEG, MPEG, etc. format.
4. Capable of delivering required report exports to the Commonwealth of Virginia Department of Health, Office of EMS. This is currently done through the ImageTrend Bridge.
5. Ability to capture digitized signatures for patients, parent/guardian witnesses, authorized representative for Medicare signatures, pharmacist, nurses, nurse practitioner, physician assistant, and physicians with appropriate encryption to meet current HIPAA and DEA regulations.
 - a. Should have the ability to print signatures on the original forms that were signed. The signature should match the form that was signed whether it was a PCR, insurance document, refusal or MIVT form (attachment A). This should also include the date and timestamp.

- b. The signature section should allow the user to type the name of the person(s) signing the report. This should also include the signees role (i.e. Patient, witness, legal guardian, etc.)
 - c. Should notify the billing company that a signature has been obtained as a part of the export. Should also have a visual reference for users that a signature has been obtained.
 - d. The providers signature should be automatically attached to the completed reports prior to submittal. This signature can be based on a digitized copy of each employee's signature.
- 6 Ability to print MIVT (Chesterfield Fire & EMS document, see attachment B), refusal, incomplete report, and complete report, at the hospitals and in the fire stations/rescue squads via cat5, Bluetooth and/or wirelessly.
- 7 Ability to electronically transmit completed reports to the receiving facility, Commonwealth of Virginia Department of Health, Office of EMS, and the billing company via current formats and in compliance with HIPAA rules and regulations.
 - a. Submission to the Commonwealth of Virginia Department of Health, Office of EMS and the Receiving Facility should be done on an automatic set time frame as determined by Chesterfield Fire & EMS.
 - b. Submission to the billing company should have user set inputs before submission to the billing company. This should be done in the NEMSIS SML format with additional fields attached for sending to the billing company. This should also be determined by preset unit types and agency codes.
 - (1) Some units/agencies bill for service and others do not thus the system should allow for this to be pre established per billing units and non-billing units; should not send non-billing unit information to the billing company.
 - (2) There should be notification on the PCR to the billing company that specifies which language the bill should be processed in.
 - c. The format should meet all current HIPAA rules and regulations.
8. Have an infection control database to capture occupational exposures (as displayed by attachment C) and an occupational safety and health administration sharps log (as displayed by attachment D), that will notify selected person(s) when an entry is made.
9. Ability to notify selected persons of specific call types or skill sets performed. These skill sets should be user defined and variable based on department needs. The notification should be made via email, text, and/or other method. The specific call types, skill sets, and persons and/or groups to be notified should be managed by Chesterfield Fire & EMS.
10. Maintain records as required within by the Commonwealth of Virginia held within the Virginia Public Records Act §§ 42.1-76, et seq. of the Code of Virginia for the retention

and disposition of records.

11. Share information with the fire report when a fire and patient care report must be completed.
12. Allow for multi-lingual patient refusal, insurance and HIPAA documentation which can be produced in house. Upon production of multi-lingual forms, solution must have the ability to attach and utilize the documents within the reports. Languages to be defined by Chesterfield Fire & EMS. There should be notification on the report to the billing company of which language the bill should be processed in.
13. Allow an unlimited text field for narrative documentation of call information. There should also be available several narrative builder templates which build a generic narrative from the data captured in the report as defined by Chesterfield Fire & EMS.
14. Information captured by the monitor/defibrillator or automatic external defibrillator should be transferred to the reporting software and used to fill the required associated fields in the patient care report. Chesterfield Fire & EMS currently utilizes Zoll products and Physio-Control Products.
15. Ability to attach an addendum to a completed report without modifying the original report. An addendum to a report should be limited to personnel assigned to the original incident, the EMS division, IMT/IST, and the rescue squad QA manager(s).
16. Ability for company officers and operational battalion chiefs to perform QA reviews/PCR reviews/ incident review for all employees assigned to specified supervisor.
17. There should be a master organization pick-list to provide selection options for specified entities. Pick list should not allow user level personnel to enter new information.

D. Fire Reporting

The Fire Reporting system should be able to collect, store, and process all aspects of a Fire report. The base information from the report should be collected from the CAD program in use and mesh this information in the report seamlessly. Information entered into the fire report should provide, at a minimum, the fields required by NFIRS.

Fire reporting software should meet the following requirements:

1. NFIRS 5.5 Compliant or current standard.
2. Utilize information with the Patient Care Reporting system when a patient care report and NFIRS report must be completed.
3. Ability to attach associated files in a PDF, JPEG, MPEG, etc. format.
4. Allow for a manpower report for each unit assigned to the incident to be completed. The manpower report should be required even if the main report is still incomplete. System should also show in a record which manpower reports are incomplete.

5. Ability to add plus one codes.
6. Ability to do quality assurance checks on fire reports based on NFIRS and organizational requirements.

E. Fire Inspections

The system should have an inspections function for use by the Fire Inspectors to schedule, catalog and track on-going inspections and re-inspections. It should provide for tracking of scheduled inspections, violations tracking and resolution, and follow-ups. It is the intent of the department to have the following features available in the mobile setting for full completion of reporting processes in that setting.

1. Ability to capture CFEMS inspections and third party inspection information including inspection dates and inspection due dates for required fire protection systems in existing buildings.
2. Track on-going inspections and provide reports on which inspections are due at specific time intervals.
3. Capture and track notice of violations information. This should include scheduling a follow up inspection and the actions needed for correction of the violation.
4. Capable of printing the notice of violation forms on site.
5. Capable of including the code references in the notice of violation form. The County currently utilizes the International Fire Code, Statewide Fire Prevention Code and amendments, and County Specific Codes and ordinances.
6. Ability to report on overdue and/or deficient third party reports for built in fire protection systems tracked in item 5 above.
7. Capture and track building owner information including but not limited to name, address, phone number, and email address.
8. Capture and track permit information including type of permit, date issued, fees due, date paid, expiration of permit, and name of permit holder at a minimum.
9. Reporting on the inspections section should be able to run reports by inspection date, inspection due date, violation type, business name, owner name, address, and inspector.

F. Inventory Management

Desired solution should be a cradle to grave inventory management program for capturing all items ordered and delivered within the organization. These items include all equipment needed for firefighting, EMS care, uniforms, and office supplies. There is a need to have a system that utilizes bar code technology through scanners. The County's logistics system is composed of a central warehouse that orders and ships all items for the fire stations and several of the rescue squads. Desired solution should capture the information from order to destruction or use.

Inventory Management requirements are as follows:

1. Bar code based system or similar utilizing a 2D & 3D bar-coding system
2. Available at the warehouse for entering information and in the fire stations/rescue squads for ordering items.
3. Allow for custom reports to be generated on an as needed basis.
4. Capture information on all items including but not limited to item name, location in warehouse, price, order date, expiration date, lot numbers date shipped and to whom, quantity available in warehouse, quantity available in the fire stations.
5. Track required minimums and prompt the logistics supervisor that an order is needed.
6. Accept excel data into database to populate the current inventory into the new system.
7. Capture pricing for all items and track prices and price changes over time.

G. Implementation

Offerors should describe the client resources needed to set up and implement their solution. This should include people, workspace, and equipment. The offeror should describe their resources needed to set up and implement the offeror's solution. This should include onsite resources and remote resources. The offeror should describe the business and technical support to be provided at the actual Go-Live. Costs for on-site assistance for all conversion work must be outlined.

H. Training

Offerors should identify functional levels or roles and the system training necessary to function successfully in each role. Contractor will be expected to provide the following:

1. Training sessions for up to 50 people on site that support the roles.
2. All necessary training materials for the various levels of training.
3. Just in time training for key personnel.
4. Training manual and on-line training programs for user and administrative level accounts.

I. Technical Support

Offerors should clearly identify availability of support including hours of support, levels of support, and response time to requests for technical support during the development, pre-implementation, implementation, and the post-implementation of the system.

J. Additional Information

The Chesterfield Fire & EMS department has a need for a maintenance work order system to create and track daily, weekly, and monthly apparatus, facility work orders, and work completed. The County is also interested in capturing odometer readings, fuel added, and work order progress along with cost.

This function is not a requirement of this project however; offerors are encouraged to include a detailed description along with pricing information for a Maintenance Work Order function as an option with proposal response. The County reserves the right to evaluate this function as an option for future purchase.

K. Information Security Best Practices Requirements

The offeror should submit assurance methods (i.e., Information Security policies, standard operating procedures, etc.) that demonstrate compliance with following information security best practices which govern all products and services provided on behalf of the offeror, sub-contractors, implementation partners, or other implementation resources utilized by the offeror.

1. Personnel Clearance

- Establish a review process to evaluate all internal or sub-contracted positions for appropriate clearance levels of sensitivity.
- Perform an employment and/or FBI background check on employees and sub-contractors that will be involved in direct support of the data and processes associated with the business solution/system.
- Restrict access until new employees or sub-contractors complete a successful background screening process.
- Separate duties among staff performing key functions which if not separated may create security collusion or other social engineering risks.

2. Privacy & Compliance

- Ensure that any sensitive data exchanges (sensitive, as defined in section V-AA) in support of the business solution remains within the continental United States and is not exported outside of the country.
- Ensure privacy of sensitive data associated with the business solution/system throughout the entire lifecycle of a data transaction, including, but not limited to, data entry or data collection, data manipulation, data reporting or publishing, data transfer or transmission, data storage, and data disposal.
- Implement safeguards, such as encryption, against information leakage while data is stored or transmitted.
- Ensure security of data from remote access.
- Implement control procedures for transport or mailing of sensitive media or

sensitive printed output.

- Control the storage, handling, and destruction of sensitive media and/or output identified for disposal.

3. Business Continuity & Incident Management

- Ensure that the Data processing facilities responsible or associated with operation of the business solution/system provide sufficient system protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.
- Maintain and test contingency plans.
- Maintain information security incident response capability.
- Maintain established procedures for responding to an incident.
- Maintain an incident response notification policy for timely reporting and response to an incident.

4. Quality Security Administration & Operations

- Ensure the use of highly qualified staff for information security management, operations and administration.
- Provide adequate operations support, information security auditing and monitoring.
- Conduct testing with test or fictitious data (i.e., not LIVE or REAL data).
- Provide adequate change control processes.
- Maintain a policy and procedure for emergency software fixes and patches.
- Install and run software for continuous detection and elimination of viruses.
- Provide system reconciliation methods to ensure consistency and accuracy of data.
- Use performance monitoring tools to ensure business solution/system availability.
- Provide workforce information security awareness training.
- Utilize strong password management controls and authentication methods for access to the business solution/system.

- Provide adequate access control methods to restrict access based upon roles or groups.
- Limit security administrator and system administrator access only to those persons in those job functions.

L. Project Management

Offeror should provide a project management plan that follows the current edition of the Project Management Institute Guide to the Project Management Body of Knowledge and the CoBIT 4.1 Project Management guidelines. The offeror should also provide the list of project artifacts that represent the project documentation and the documentation to support the use of the artifacts.

Offeror should expect planned project oversight and reviews to occur throughout the life cycle of the project.

M. Payment Schedule

A mutually agreed upon payment schedule will be negotiated prior to final execution of the contract.

IV. INSTRUCTIONS

A. Submission and Receipt of Proposals

1. Submittals, in (1) original, (1) CD Rom, and (5) copies marked Fire Records Management System_ will be received no later than 5:00 p.m., Local Time Prevailing, on January 18, 2012, in:
Chesterfield County Purchasing Department
Court Square
9842 Lori Road, Suite 101
Chesterfield, Virginia 23832-0001
Monday-Friday 8:30 a.m. – 5:00 p.m.
2. Should you decide to utilize an express delivery service, please note that we are located at the intersection of Ironbridge Road (State Route 10) and Lori Road.
3. Mark the outside of the envelope with **RFP# 11-0343** and proposal subject, Fire Records Management System.
4. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Paragraph A of the instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
5. In the event that Chesterfield County government offices are not operating under

normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.

6. If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
7. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
8. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
9. Proposals shall not be accepted via fax or E-mail.
10. For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/purchasing

B. Submittal Format

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Chesterfield County.
3. Chesterfield County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. Detailed Submittal Format
 - a. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation

Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.

- b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and e-mail address.
- c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.
- d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the County's needs to include experience administering similar contracts for government entities. The response should address firm's size, structure, and number of years in business.
- e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- f. References - All offerors should include a list of a minimum of five (5) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the County.
- g. Cost of each service listed in the Pricing Schedule.

V. GENERAL TERMS AND CONDITIONS

- A. **Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: www.chesterfield.gov/purchasing. Each offeror is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.

- C. Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- D. Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% 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% 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. (*Code of Virginia 2.2-4310*)

Women-Owned Business (WOB) - a business that is at least 51% 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% 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. (*Code of Virginia 2.2-4310*)

- G. **Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. **Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal the identification number issued to it by the State Corporation Commission. 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, shall include in its proposal statement describing why the offeror is not required to be so authorized. This information shall be provided on the attached form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under 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. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE**

ATTACHMENT A.

- I. **Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 of the *Code of Virginia*. Except for contracts for architectural and engineering services or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, 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. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield contract. Chesterfield 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.

- J. **Copyrights and Patent Rights:** The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.

- K. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

- L. **Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

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.

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 this chapter, 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.

M. Employment Discrimination: (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

N. Environmental Management Procedures: The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County's General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.

O. ePayables: Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.

P. Faith-Based Organizations: (*Code of Virginia 2.2-4343.1*) Chesterfield County does

not discriminate against faith-based organizations.

- Q. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- R. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- S. Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- T. Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- U. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
- V. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. 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
 2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- W. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
 - X. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of

Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.” If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.

- Y. Quality Initiative:** In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the National Baldrige Criteria for Performance Excellence in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County’s quality initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Requests for Proposal.

The County’s quality initiative is led by front line workers, supervisors, department directors, and the County’s Leadership Team. Their intensive involvement in improvement demonstrates the county’s commitment to its values and principles.

The quality initiative includes guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of these quality initiatives demonstrates the County’s commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the quality initiative. The County’s organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

The County’s definition of quality improvement: Quality Improvement is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.

Chesterfield County’s Quality System Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.

- Z. Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- AA. Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from

County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.

- BB. Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.
- CC. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- DD. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
 1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
 2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

- EE. Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
- FF. Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

VI. SPECIAL TERMS AND CONDITIONS

- A. Acceptance Period of Bids:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.
- B. Insurance Requirements:** **The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a Certificate of Insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following coverage and minimum limits, with insurance companies with no less than a financial strength rating of "A" and a financial size category of no less than "VII" as determined by A.M. Best Company:

1. Commercial General Liability \$1,000,000 Combined Single Limit per

occurrence

The insurance certificate must state that the Commercial General Liability policy names Chesterfield County as an **additional insured** by endorsement to the policy. This requirement may be met by placing the following language on the Certificate:

- a. **“Chesterfield County by endorsement to the policy is an additional insured”; or**
 - b. **“Chesterfield County by endorsement to the policy is additional insured with respect to General Liability “; or**
 - c. **or the Contractor may provide a copy of the actual endorsement to the policy**
2. Worker’s Compensation Insurance with statutory limits and Employers’ Liability Insurance of \$500,000 for one accident or aggregate disease
 3. Comprehensive Automobile Liability - \$1,000,000 Each Occurrence Combined Single Limit
 4. Umbrella Liability Insurance – 2,000,000 Each Occurrence
 5. Employee Dishonesty - \$1,000,000 Each Occurrence
 6. Employees shall be individually bonded
 7. Cancellation notice. The insurance policies must be endorsed to require notice of cancellation or other change in coverage to the County. The Certificate statement, which is required by the contract documents, shall read as follows:
 - a. **“By endorsement to the policies, the insurers will provide 30 day written cancellation notice to Chesterfield County”; or**
 - b. **The contractor may attach a copy of the endorsement to the certificate.**

The Certificate Holder should be listed as:

Chesterfield County
 c/o Purchasing Department
 P. O. Box 51
 Chesterfield, VA 23832-0001
 RFP No. 11-0343

Certificate of Insurance must have an authorized signature.

- C. Necessary Ancillary Software:** Unless specifically exempted by the terms of the RFP, all software, including language compilers, middleware, database interfaces, and system management tools, ordinarily furnished or prudently required to make the proposed software product a complete functioning system when installed on County’s computers and operating systems shall be furnished by the Contractor, at no

additional cost to Chesterfield County.

- D. Performance And Payment Bond:** A labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Price, with a corporate surety authorized to do business in the State of Virginia and otherwise acceptable in all respects to the Owner's Attorney will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Labor and Material Payment Bonds and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Labor and Material Payment Bond and each Performance Bond and the accompanying power of attorney should bear the same date as the date of the Contract.

- E. Prime Contractor Responsibilities:** Offerors may propose software that is provided by others, but any software proposed should meet all of the requirements of this RFP. If the contractor's proposal includes services provided by others, the contractor shall be required to act as the prime contractor for all such items and shall assume full responsibility for the procurement, delivery and quality of such services.
- F. Software License(s):** All software license(s) included with required software product shall be on a non-exclusive, irrevocable perpetual basis and shall commence upon the acceptance of the Software Product by the County. Notwithstanding the foregoing, the County may terminate the license at any time. All licenses granted to the County are for the use of the Software Product at the site specified herein on any equipment, by the number of users indicated, and for any purposes for which it is procured. The license is perpetual and in no event shall Contractor's remedies for any breach of the contract include the right to terminate any license or support services hereunder.

G. Software Protection

1. For each of the conditions defined in 1a and 1b below, Contractor hereby agrees to place into an escrow account with a mutually agreed upon third party escrow agent two (2) copies of the source code for each such item of Application Software, in a form necessary for a programmer of ordinary skill to modify and maintain and convert the Application Software into object code and install and execute the Application Software without further assistance from Contractor. Contractor will also place into escrow the data dictionary and entity relationship diagrams, compilation instructions in a written format or recorded on video format, a list of maintenance tools and third party systems with their manufacturer's name and contact information used in development and maintenance, etc. and all manuals not previously provided to the County that are used in development and maintenance of the Application Software, as well as a running object code version submitted on a virus free media, compiled and ready to be read by a computer, so that the escrow agent can verify the contents of the deposit in good working order and certify good condition to the County. All referenced documentation shall be provided in the English language.

- a. Not later than 15 days after the County's giving notice to Contractor of acceptance of each item of Application Software licensed under this agreement.
- b. Not later than 15 days after the shorter of: (1) County's installation in either a

production or non-production environment of any new major release of any application previously accepted by the County in an earlier release, and which County has purchased a license to use such new version release or was granted such license under the terms herein; or (2) a quarter yearly basis.

2. All costs associated with the set-up and maintenance of the escrow account shall be paid for by the Contractor.

3. The escrow agent shall be authorized to release the source code to the County solely upon the occurrence of any of the following events: (1) Contractor's cessation, for any reason, to do business; (2) the County's purchasing of the source code outright; (3) Contractor's failure to install and certify any item of Application Software; (4) Contractor's generally making such source code available to other licensed users of the Application Software; (5) Contractor's failure to fulfill any of its material obligations under this Agreement; or (6) Contractor's failure or refusal to continue to support or offer further development for any one or more items of Application Software where County is up-to-date in its payment of all Application Support for each such item(s) of Application Software pursuant to this Agreement. Upon such release of the source code, Customer shall receive a nonexclusive, nontransferable, perpetual, license to use the source code solely for the maintenance, enhancement, improvement and updating of the Application Software Product in connection with Customer's use of the Application Software.

4. A form of escrow agreement among the County, Contractor and the escrow agent shall be agreed upon and executed simultaneous with the execution of this agreement. Materials should be shipped to the County via traceable courier or electronically. Upon receipt, escrow agent should contact Contractor and County to verify receipt.

- H. Software Support:** As part of the software purchase price, one year software support for each item shall be included. Support shall include phone support and all software updates. Updates shall include Correction Releases, Point Releases, and Level Releases. Support begins on the first day of the month after the software is installed by Contractor. Purchase price for third party products shall also include one year software support.

Space has been provided in the Pricing Schedule for pricing for Year(s) 2 - 5 Software Support.

- I. Software Title:** The Contractor represents and warrants that it is the sole owner of the software product, or if not the owner, has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in this contract. Contractor further warrants and represents that the software product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person. The Contractor agrees to hold the County harmless in this regard.
- J. Warranty:** The Contractor should warrant that Software proposed shall be substantially free from errors. Subsequent contract should conform to the requirements set forth in this RFP. Contractor should also warrant that the services

performed by the Contractor shall be performed in a timely and professional manner by qualified personnel. Contractor should respond to requests for warranty service within four hours and should remedy any programming errors, defects, or breach of warranty as soon as practicable and with minimal down-time at no charge. The warranty should remain in effect for a minimum of one year after the date of final acceptance of the software. In the event that the software, in whole or in part, does not perform in accordance with the contractual requirements, the contractor should promptly, and in no case any later than twenty-four (24) hours after notification thereof, correct, modify, or improve the software, at the contractor's sole expenses, to ensure that the Software complies with the software availability and response standards and software requirements set forth in this RFP. The failure of the software or any part of it to meet these standards and requirements set forth following such a correction, modification, or improvement may constitute a default by the contractor. In the case of any dispute involving the software, the contractor should have the burden of proving that the software meets all standards and requirements. In the event the software is inoperable, the contractor should immediately apply the necessary resources to correct the problem.

The Contractor agrees to correct any program error (bug) found in the software for a period of one (1) year from the date of acceptance without additional cost to the County. Software upgrades are to be documented and referred to Chesterfield County staff for later review with the Contractor for a price estimate.

- K. Termination Proceedings:** In the event of termination as described in section V, General Terms and Conditions, item CC, all work produced and data collected shall become the property of Chesterfield County. The Contractor should provide a mechanism or utility to export Chesterfield County data into a common file format such as Excel or a CSV.
- L. Sensitive Data Stipulations:** In the event sensitive data must leave County facilities in order to implement the proposed software solution, the offeror should submit in writing information security and/or privacy policies, procedures or practices that describe the current information security measures that actively govern, secure or control the exporting of sensitive data to sub-contractors, business partners, and other countries.

VII. PRICING SCHEDULE

Offerors are required to submit a cost proposal in accordance with the following format:

Software Solution Costs	One Time Fee
TOTAL SOFTWARE SOLUTION COST INCLUDING YEAR 1 MAINTENANCE AND SUPPORT (AFTER THE ONE YEAR EXPIRATION OF THE WARRANTY PERIOD):	

Maintenance and Support Costs	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Software Maintenance and Support Cost				
Other (Please Specify)				

TOTAL COST FOR YEARS 2-5 \$ _____

VIII. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria will be assigned varying weights at the County's discretion to reflect relative importance.

- a. Demonstrated ability of the offeror to manage and execute the implementation of a records management system meeting the overall requirements.
- b. Offeror profile and stability.
- c. Demonstrated ability to interface with existing and future systems.
- d. Demonstrated ability of the offeror to manage and execute the implementation of a patient care and fire reporting system meeting the overall requirements of Chesterfield County.
- e. Ability to expand the system to grow with the county.
- f. Total Solution, Maintenance and Support Cost

IX. AWARD PROCEDURE

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. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole 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 award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one 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

Virginia State Corporation Commission (SCC) Registration Information

The offeror shall check one of the following. The offeror is:

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

_____ **-OR-**

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

☐ 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 offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

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

****NOTE**** >> Check the following box if you have not completed 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 proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐ ☐

CHESTERFIELD FIRE & EMS
PATIENT MIVT REPORT

April 2011

*DATE: _____ (*Required to be completed)	*MEDIC: _____	*DRIVER: _____	*UNIT: _____	*INCIDENT #: _____
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PATIENT INFORMATION				
PATIENT NAME: _____				
SSN: _____	AGE: _____	DOB: _____	SEX: M / F (*Required)	
PATIENT'S MAILING ADDRESS(*Required): _____ _____ _____				
CITY _____	STATE _____	ZIP _____	TELEPHONE _____	
INCIDENT ADDRESS IF MAILING ADDRESS NOT AVAILABLE: _____ _____ _____				

PRIMARY INSURANCE INFORMATION				
INSURANCE COMPANY: _____				
POLICY NUMBER _____	GROUP NUMBER _____			
MEDICARE NUMBER _____	MEDICAID NUMBER _____			

SECONDARY / AUTO INSURANCE INFORMATION				
INSURANCE COMPANY: _____				
POLICY NUMBER _____	GROUP NUMBER _____			

☐ Copy of Patient's ECG left at hospital

☐ Patient's personal property left at hospital

☐ Patient's medication(s) left at hospital

NOTES:

April 2011

ATTACHMENT B CONTINUED

 CHESTERFIELD FIRE & EMS ASSIGNMENT OF BENEFITS RELEASE OF PATIENT INFORMATION NOTICE OF PRIVACY PRACTICES Release of Information and financial responsibility statement: I authorize Chesterfield Fire and Emergency Medical Services (CFEMS) to release any information pertinent to my case to any insurance company, adjuster, government agency, or third party involved in the case. Further, I authorize any holder of medical information or documents needed to determine benefits or benefits payable for related services or any service provided to me now or in the future to be released to CFEMS. I authorize that payment be made directly to CFEMS for any services that are reimbursable by my insurance providers. I understand that I am responsible for and will pay all fee for services rendered. I further understand that such payment will not be delayed while awaiting any settlement, judgment, or insurance payment. I acknowledge that I have received a copy of the CFEMS Notice of Privacy Practices. <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 40%;">Patient Signature _____</td> <td style="width: 20%;">Date _____</td> <td style="width: 40%;">Witness Signature _____</td> <td style="width: 20%;">Date _____</td> </tr> <tr> <td colspan="2">Printed Name of Patient _____</td> <td colspan="2">Printed Name of Patient _____</td> </tr> </table>	Patient Signature _____	Date _____	Witness Signature _____	Date _____	Printed Name of Patient _____		Printed Name of Patient _____		 REASON FOR NO SIGNATURE SECTION REASON THE PATIENT IS PHYSICALLY OR MENTALLY INCAPABLE OF SIGNING. PATIENT'S NAME _____ HOSPITAL NAME _____ DATE & TIME _____ OPTION #1 – AUTHORIZED SIGNATURE ☐ Patient's Legal Guardian ☐ Patient's Health Care Power of Attorney ☐ Relative or other person who receives government benefits on behalf of patient ☐ Relative or other person who arranges treatment or handles the pt affairs ☐ Representative of an agency that furnishes care, services or assists patient <i>I am signing on behalf of the patient. I recognize that signing on behalf of the patient is not an acceptance of financial responsibility for the services rendered.</i> Authorized Signer _____ Printed Authorized Signer's Name _____ OPTION #2 – AMBULANCE CREW AND FACILITY REPRESENTATIVE SIGNATURE <i>My signature below indicates that, at the time of services, the patient named above was physically or mentally incapable of signing, and that none of the authorized representatives were available or willing to sign.</i> Signature of Crew member _____ Printed Name of Crew member _____ <i>The above named patient was received by this facility at the date and time indicated above. This signature is not an acceptance of financial responsibility for the services rendered to this patient.</i> Signature of Receiving Hospital Rep _____ Printed Name of Receiving Hospital Rep _____
Patient Signature _____	Date _____	Witness Signature _____	Date _____						
Printed Name of Patient _____		Printed Name of Patient _____							

Date : _____	Physician Signature _____	OLD BOX NEW BOX	<table style="width: 100%;"> <tr> <td style="width: 50%;">Physician Name Printed _____</td> <td style="width: 50%;">Medication Administered _____</td> </tr> <tr> <td>Quantity _____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Physician Name Printed _____	Medication Administered _____	Quantity _____	_____	_____	_____	_____	_____
Physician Name Printed _____	Medication Administered _____										
Quantity _____	_____										
_____	_____										
_____	_____										

CHECK IF PRESENT ☐ NARCOTICS ☐ MORPHINE SULFATE ☐ VALIUM / ATIVAN	WASTED _____ NURSE / PHARMACIST _____ MEDIC SIGNATURE _____ Version January 2011
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ATTACHMENT C**Exposure Reporting Form**

5/96

**Old Dominion EMS Alliance
Infectious Disease Exposure Report**

Please Print All Information; Use Ball-Point Pen

DATE _____

Provider's Name _____ AGENCY _____

Contact Phone _____ Other Agency Involved _____

Date of Incident _____ Time of Incident _____ PPCR No. _____

Patient's Name _____ S.S. No. _____

Patient's DOB _____ Patient's Blood Drawn? Yes _____ No _____ Unknown _____

Receiving Hospital _____ Arrival Time _____

Name of Physician/Nurse Notified _____

Brief Description of Incident _____

Source of Exposure:

_____ Spit/Saliva	_____ Vomitus	_____ Respiratory Secretions
_____ Blood	_____ Pus	_____ Rash
_____ Urine	_____ Feces	_____ Other

Type of Exposure: Location on Provider's Body

A. _____ Skin	B. _____ Percutaneous	C. _____ Mucous Membrane
_____ Intact	_____ Puncture	_____ Eye
_____ Non-intact, e.g. eczema,	_____ Incision/Laceration	_____ Mouth
_____ pierced ears, open sores,	_____ Needle Stick	_____ Nose (nares)
_____ hangnail, cut, abrasion	_____ Bite/Avulsion	
D. _____ Clothing	E. _____ Airborne	
_____ Soaked	_____ Spitting	_____ Intubation
_____ Drop(s)	_____ Productive Cough	_____ Suctioning
_____ Diluted	_____ Talking, Laughing	_____ Aerosol Tx
_____ Dried	_____ Vomiting	_____ Mouth to Mouth (unshielded)

NOTE: If blood soaked through clothing, mark A and complete appropriately.**Duration of Exposure:**

_____ Hours, indicate total hours; _____ Minutes, indicate total minutes; _____

Personal Protective Equipment Used During Exposure:

_____ Mask/Shield Combination	_____ Mask	_____ Respirator
_____ Goggles	_____ Gown	_____ BVM
_____ Gloves	_____ Tyvek Suit	_____ Resuscitation Shield

Steps Taken To Minimize Exposure:

_____ Washed Off Skin	_____ Masked Patient
_____ Irrigated Eyes	_____ Changed Contaminated Clothing
_____ Rinsed Mouth	_____ Other: _____

I request that appropriate tests be conducted on the patient on my behalf.

Provider's Signature _____ Date _____

ICP Follow-up Completed By (signature) _____ Date _____

HOSPITAL COPY – Please Forward Copy of Completed Report to the Provider's OMD.

ATTACHMENT D

Sharps Injury Log

RECORD KEEPING REQUIREMENTS FOR SHARPS INJURIES

The OSHA 300 Log

Groups sharps injuries in with all other work-related injuries. Is a different document with different requirements than the Needlestick Injury Log.

A work related sharps injury is recordable on the OSHA 300 log if:

- **It causes a death**
- **It causes an illness**
- **It involves an injury which requires medical treatment beyond first aid (even if treatment is offered and refused).**

First Aid

- Application of bandage
- Antiseptics during first visit
- Use of non-prescription medications
- Single dose of prescription medication
- Administration of tetanus shot or booster
- Lab test or x-ray that shows no injury or infection from that injury

Medical Treatment (recordable)

- Treatment of infection
- Application of antiseptics at 2nd or 3rd visits
- Administration of > 1 dose of prescription medication
- Administration of hepatitis vaccination
- Lab test or x-ray that shows injury or infection

The Sharps Injury Log (States may have additional requirements)

All contaminated sharps injuries must be recorded. Non-sharp related exposures are not recorded here.

- The report has no names or identifiers
- Department where exposure incident occurred
- How the incident occurred
- Type and brand of sharp involved in the exposure incident

This information may be recorded on a separate document or may be included in the data you collect following an exposure investigation. It is acceptable to maintain the information in computer files if you are able to sort the report for sharps injuries only and access it in a timely manner for OSHA if requested.

ATTACHMENT D CONTINUED

[illegible]