



COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

RFP 11-9027-3CS

DEPARTMENT OF GENERAL SERVICES

PAUL N. PROTO
DIRECTOR

March 18, 2011

**REQUEST FOR PROPOSAL
RECORDS MANAGEMENT AND OFF SITE STORAGE SERVICES
COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide records management and off site storage services in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **five (5)** additional copies marked, "**A Proposal for Records Management and Storage Services**", will be received no later than **2:00 p.m., April 22 2011**, by:

IN PERSON OR SPECIAL COURIER
County of Henrico
Department of General Services
Purchasing Office
1590 E. Parham Road
Henrico, Virginia 23228

OR

U.S. POSTAL SERVICE
County of Henrico
Department of General Services
P.O. Box 90775
Henrico, Virginia 23273-0775

This RFP and any addenda are available on the County of Henrico website at: www.co.henrico.va.us The Bids and Proposals link is listed under the Henrico Business Section on the home page. To download the IFB, click the link and save the document to your hard drive. To receive a printed copy of this document please call (804) 501-5660 or bla04@co.henrico.va.us To receive an email copy of this document please contact edw@co.henrico.va.us

Time is of the essence and any proposal received after **2:00 p.m., April 22, 2011** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, Department of General Services. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

A pre-proposal conference will be held on March 29, 2011 at 2:00 p.m. in the Purchasing Office, North Run Office Park, 1590 East Parham Road, Henrico, VA. Offerors are strongly encouraged to attend the pre-proposal conference in order to ask questions regarding the RFP requirements and to familiarize themselves with purchasing procedures. Only two representatives from each firm will be allowed to attend the meeting. A teleconference number has been established for suppliers who are unable to travel to the County of Henrico. To join the meeting, call 804-501-7555 and enter meeting ID# 7002. It is limited to one caller from each supplier. Please bring a copy of the RFP with you in order to discuss the requirements.

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. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Technical questions concerning this Request for Proposal should be submitted to **Cecelia Stowe**, sto05@co.henrico.va.us **no later than April 1, 2011.**

Very truly yours,
Paul N. Proto
Director of General Services

Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Manager
Sto05@co.henrico.va.us
804-501-5685

1590 E. Parham Road/P.O. Box 90775/Henrico, Virginia 23273-0775
(804) 501-5660 Fax: (804) 501-5693

**REQUEST FOR PROPOSAL
RECORDS MANAGEMENT AND OFF SITE STORAGE SERVICES
COUNTY OF HENRICO, VIRGINIA**

I. PURPOSE

It is the intent of this Request for Proposal (RFP) and resulting contract to obtain the services of a qualified firm to provide records management and off site storage services for the County of Henrico.

II. BACKGROUND

The County of Henrico currently has a contract with an outside contractor in the Richmond area to store fiscal, child support, personnel, purchasing and other official documents. There are approximately 22,000 record cartons. (12x15x10 standard record carton size and miscellaneous engineering drawings stored in boxes and microfiche cartons). Approximately 5 boxes containing CD's and microfilm are stored in a climate controlled environment. All records shall be stored and maintained in accordance with standards established by the Commonwealth of Virginia, The Library of Virginia. A list of County delivery locations is included as attachment F.

Contract payments for this service per fiscal year are shown below:

2009 – 2010: \$84,893.66
2008 – 2009: \$89,947.57
2007 – 2008: \$83,253.06
2006 - 2007: \$77,273.50

III. SCOPE OF SERVICES

The Successful Offeror shall furnish all labor, materials, transportation, equipment and supervision necessary to provide the following:

- A. The current record cartons are bar-coded using a 12-digit numbering system and an inventory is available in electronic format. The Successful Offeror, upon award of the contract, will be required to pick up the records from the existing Contractor who is located in the Richmond Metropolitan area. Any project start up costs, transportation, bar coding, inventory of existing records and reporting during this phase of the implementation will be the responsibility of the Successful Offeror and will be at no additional charge to the County of Henrico. The Successful Offeror shall provide to the County's Records Manager a report listing all cartons previous and current bar code numbers in order to have a cross reference. Care must be taken of old cartons in less than pristine condition. .

B. Provide off site storage facilities for:

1. Long-term archival retention of the County's official records.
2. Short-term storage of the County's official records.
3. Sensitive records that must be stored in a secure area.

C. The storage facility should:

1. Secure with appropriate safeguards such as security monitoring, anti-theft system, humidity and pest control and fire protection.
2. Have a climate-controlled area for designated record cartons.
3. Be easily accessible from the County of Henrico Government Complex, 4301 E. Parham Rd., Henrico, VA and located within the Richmond Metropolitan area.
4. Offer an on-site workspace for County employees wishing to review records at the storage facility.
5. Provide access to a fax machine and photocopier.
6. Provide on-site parking to County employees wishing to review stored records.
7. Be located in a relatively crime-free area.
8. Have adequate staff capable of retrieving records for delivery to County facilities or for review of records at the storage facility.
9. Maintain microfiche and/or microfilm in a climate controlled area.
10. Maintain at a minimum work hours between 8:00 a.m. and 4:30 p.m. Monday through Friday.

D. Services that include as a minimum the following:

1. Timely records pickup from the County within five (5) business days for new records scheduled through Offeror provided on-line software.
2. Twice daily retrieval of currently bar-coded records for delivery to the County within (4) hours of request.
 - (a) Request made before 11:00 a.m. – deliver to location in afternoon of same business day
 - (b) Request made before 4:00 p.m. – deliver to location next morning.
3. Provide for pick up of records to be returned for refilling within one business day after receipt of request.
4. Provide on-line software that allows for the entry and searching of inventory information as well as online initiation of records retrieval and re-file requests.

5. Destruction services (chopped, shredded or burned only) shall be performed in accordance with Library of Virginia guidelines. A certificate of destruction shall be provided for all records/boxes destroyed. The County may send a representative to monitor the destruction process. The County currently requests destruction services be performed yearly. The Successful Offeror shall not destroy any records/boxes without written permission from the Records Manager.
 6. Provide timely reports as designated by Records Manager.
 7. Provide for one (1) hour emergency service if requested for retrieval and delivery.
- E. Upon termination or cancellation of this contract due to non-compliance with contract provisions, the Successful Offeror shall be responsible for the delivery, at no charge to the County, of all the County's records to any location in the Richmond Metropolitan area as designated by the Records Manager.
- F. Invoicing
- The Successful Offeror will be required to bill the County monthly for services rendered. Invoices shall have a grand total page showing storage and service amount costs followed by detailed pages showing each department storage amounts, activity and costs. In addition, several departments are invoiced separately and shall be handled in the same manner.
- Invoices shall be submitted to:
David Lynch
County of Henrico
Post Office Box 90775
Henrico, VA 23273-0775
- G. The Successful Offeror will be required to enter into a HIPAA Business Associate Agreement with the County as part of the contract document. (Attachment G).
- H. The Successful Offeror should have a comprehensive disaster recovery plan in the event of an emergency to include at a minimum the care and protection of records in the event of a natural disaster and general emergency preparedness including movement of records if required.
- I. The Successful Offeror shall be a member in good standing of one or more professional associations such as PRISM or ARMA.
- J. The Successful Offeror must be able to account for all records (boxes) placed in storage in an annual inventory, during scheduled destruction, and upon request by the County. The inventory should show at a minimum the assigned box number, barcode, box location and size of box in cubic feet.

IV. ANTICIPATED SCHEDULE:

The following represents a tentative outline of the process currently anticipated by the County:

- Request for Proposals distributed March 18, 2011
- Pre-proposal conference March 29, 2011, 2:00 p.m.
- Receive written proposals April 22, 2011, 2:00 p.m.
- Conduct oral interviews/negotiations May 10, 2011
- Contract begins July 1, 2011

V. COUNTY RESPONSIBILITIES:

Henrico County will designate an individual to act as the Records Manager for all work performed under this contract. The Records Manager shall coordinate the work, and shall have the authority to make decisions in writing binding their respective employers on matters within the scope of the contract.

VI. GENERAL CONTRACT TERMS AND CONDITIONS:

A. Annual Appropriations:

It is understood and agreed that this contract shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should the Board fail to make annual appropriations for this 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 shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the Purchasing Office the contract forms and any other forms or bonds required by the RFP.
3. Any contract resulting from this RFP is not assignable.
4. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the public bulletin board located at the following locations:

Purchasing Office
North Run Office Complex
1590 East Parham Road
Henrico, VA 23228

Eastern Government Center
3820 Nine Mile Road
Henrico, VA 23223

Henrico Government Center
4301 E. Parham Road
Henrico, VA 23228

Notice of award or intent to award may also appear on the Purchasing Office website: <http://www.co.henrico.va.us/genserv/purchasing/bids-and-proposals>

C. Collusion:

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said 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. Section 1) 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 Offeror shall be required to submit a complete itemized invoice on each delivery or service, which he may perform under the contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

E. Contract Period:

1. The contract period shall be from July 1, 2011 through March 31, 2013. The contract price shall be firm for the contract period. The offeror shall propose a renewal rate for consideration and negotiation for each subsequent contract renewal period.
2. The contract may be renewed for three (3) one-year terms upon written, mutual agreement between the County and the Successful Offeror.

F. Controlling Law; Venue:

This contract is made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this RFP, 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.

G. Default:

1. If the Successful Offeror is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way 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 will be provided twenty (20) calendar days to provide a plan to correct said default.
2. If the Successful Offeror fails to cure said default within twenty days, the County, among other actions, may complete the system through a third party, and the Successful Offeror shall be responsible for any amount in excess of the agreement price incurred by the County in completing the system to a capability equal to that specified in the contract.

H. Discussion of Exceptions to the RFP:

The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.

Please identify with proposal submission any "Exceptions to RFP".

I. Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 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.

J. Employment Discrimination by Contractor Prohibited:

1. During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 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 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.

K. Employment of Unauthorized Aliens Prohibited:

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the federal Immigration Reform Act of 1986."

L. Indemnification:

The successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico including Henrico Public County Schools, its 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.

M. Insurance Requirements:

The Successful Offeror shall maintain insurance to protect itself and the County of Henrico 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 operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment D)**

N. Small, Women-Owned and Minority-Owned (SWAM) Businesses:

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County of Henrico actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the County's Internet site at www.henrico.va.us and may be viewed under the Bids and Proposals link on the homepage.

O. No Discrimination against Faith-Based Organizations:

Henrico County does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2.-4343.1.

P. Offeror's Performance:

1. The 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 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 Offeror shall cooperate with County officials in performing the contract work so that interference with normal program will be held to a minimum.

4. The Offeror shall be an independent contractor and shall not be an employee of the County or the Personnel Department.

Q. Ownership of Deliverable and Related Products:

1. The County of Henrico, Virginia 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 Contractor, from doing so. To the extent that the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to the County of Henrico, Virginia.
2. The selected Offeror shall be expressly prohibited by the terms of any contract resulting from this procurement 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 said contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches in the best interest of the County.

R. Record Retention/ Audits:

1. The Successful Offeror shall retain, during the performance of the contract and for a period of three 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 Offeror 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 Offerors 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.

S. Severability:

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

T. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the County of Henrico, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Contractor 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.

U. Taxes:

1. The Offeror shall pay all county, city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the County and the Offeror, as the taxes shall be an obligation of the Offeror and not of the County, and the County shall be held harmless for same by the Offeror.
2. The County of Henrico 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.

V. Termination of Contract:

1. The County of Henrico reserves the right to terminate the contract/purchase order immediately in the event that the Successful Offeror discontinues or abandons operations; if 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 this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by the County of Henrico.
3. Notwithstanding anything to the contrary contained in the contract/purchase order between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving 30 days written notice to the Offeror.

4. If the termination clause is used by the County, the Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date set in the written termination notice.

W. Authorization to Transact Business in Virginia:

1. Any business entity that enters into a written contract with Henrico County that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia 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. (Attachment C)
2. Any business entity described in paragraph A above that enters into a contract with the County 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.
3. The County may, in its sole discretion, void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section, entitled "Authorization to Transact Business in the Virginia."

X. County License Requirement:

If a business is located in the County, it shall be unlawful to conduct or engaged in that 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 you have any questions, Contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Y. Environmental Management:

Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations. Contractor is required to abide by the County of Henrico's Environmental Policy Statement (<http://randolph.co.henrico.va.us/genserv/forms/environmentalpolicy.pdf>), which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Contractor shall be properly trained and have any necessary certifications to carry out environmental responsibilities. Contractor shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

Z. 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 Codes Commission of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia/Virginia Occupational Safety and Health shall apply to all work under this 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 shall 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. Any operations of the Successful Bidder determined to be hazardous by the County, shall be immediately discontinued by the Successful Offeror upon receipt of either written or oral notice by the County to discontinue such practice.

VII. PROPOSAL SUBMISSION REQUIREMENTS:

- A. The Purchasing Office will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
- 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 Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.

- E. The time proposals are received shall be determined by the time clock stamp in the Purchasing Office. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents they have read and understand the Scope of Services and have 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. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal 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 (Section 2.2-4342F of the Code of Virginia). (Attachment B)**
- 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 notify the Purchasing Office in writing of its intentions.
 - 1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
 - 2. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of proposals.
 - 3. No proposal can be withdrawn after the time set for the receipt of proposals and for 120 days thereafter.
- J. Comments as to how the proposal documents, scope of services or drawings can be improved are welcome. Offerors requesting clarification or interpretation of or improvements to the proposal general terms, conditions, scope of services or drawings shall make a written request which shall reach the Purchasing Office, Division of General Services, at least eight (8) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum from the Purchasing Office and it shall be signed by the Director of General Services or a duly authorized representative. **Each Offeror shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal.**

- K. All proposals received in the Purchasing Office on time shall be accepted. All late proposals received by the Purchasing Office shall be returned to the Offeror unopened. 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 are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.

- B. The Offeror should include in their proposal the following:

1. Table of Contents – **All Pages are to be numbered**
2. Introduction

Cover Letter-on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.

Proposal Signature Sheet – **Attachment A**

Proprietary/Confidential Information – **Attachment B**

Virginia State Corporation Commission Identification Number – **Attachment C**

Proposed Pricing – **Attachment E**

- C. Executive Summary

Response to Scope of Services – The Offeror should address each section of the Scope of Services with an indication of the response. Offerors shall identify any exceptions, referenced to the paragraph number in a sub section titled "Exceptions".

1. A written narrative statement to include:
 - (a) Experience in providing the services described herein, including, but not limited to, types of work performed in the past 3-5 years. Provide a minimum of 3 current reference letters that could attest to the Offeror's past performance to provide services similar to those required for the contract. Provide information relative to these projects, which can be verified that work was performed to the satisfaction of the organization. (i.e. name of organization, contact name, title and phone number.)
 - (b) Names, qualifications, and experience of personnel to be assigned to the project. Specifically outlining records management experience. Provide resumes of staff that will be assigned to the project.

2. Specific plans for providing the services as stated in the Scope of Services including:
- (a) Describe your firm's normal working hours, overtime, and holidays.
 - (b) Describe your firm's approach for ensuring work is performed in a timely manner in accordance with the contract. Information should include: supervision provided, response time, quality assurance, security of records, number of persons available to provide the services and other pertinent information which may assist in evaluating the proposal.
 - (c) Describe the available space, environmental conditions, sprinkler system, alarms, square footage, security, fire suppression services, climate control, access, parking, pest control, etc.
 - (d) Describe how the documents are stored in boxes, i.e. how high, shelving, etc.
 - (e) Describe photocopy and facsimile services available on-site.
 - (f) State length of time necessary for records to be retrieved after notification. Specially address time for on-site reference use and delivery of records to requestor.
 - (g) Describe database structure. Include fields, standard reports and any specific features. Include availability of any special reporting requirements. Identify location of database. i.e. on or off site.
 - (h) Describe any training that is available for County of Henrico employees in records management.
 - (i) Describe storage ventilation system. Include minimum and maximum temperature in facility.
 - (j) Provide information on or copy of firm's disaster recovery plan.
 - (k) Provide information on vehicles and major equipment, either owned or leased, that will be utilized in the performance of the contract.
 - (l) Provide evidence of membership in professional organizations related to records management services.
 - (m) Provide a brief description of transmittal procedures for the input of new boxes/files, retrieval and refile requests.

- (n) Provide a written description for completing records destructions when requested and authorized by the County.
- (o) Provide proposed pricing (See Attachment E)

IX. PROPOSAL EVALUATION/SELECTION PROCESS:

- A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.
- B. 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 • Extent to which the proposed solutions satisfies the RFP functional requirements in the Scope of Services • Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the offeror's plan for accomplishing the Scope of Services • Ease of use of data storage and retrieval software	30
Implementation of Services/Project Management • Project Approach • Project Plan and Schedule • Project Management • Project Team • Training • Current Workload and ability to perform required work within County schedule	20
Experience and Qualifications • Similar projects (number and size) • Financial Stability of Firm • References • Resumes of proposed staff • Team organization and amount of experience as a team	25
Price • Monthly base price • Additional Services	20
Quality of proposal submission/oral presentations	5
TOTAL	100

- C.** Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. 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 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

Attachment A
PROPOSAL SIGNATURE SHEET
Page 1 of 2

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

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:
FED ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

SUBMIT THIS FORM WITH PROPOSAL

Attachment A
PROPOSAL SIGNATURE SHEET
Page 2 of 2

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX OR BOXES
BELOW.**

(Check all that apply.)

- ☐ **MINORITY-OWNED BUSINESS**
- ☐ **SMALL BUSINESS**
- ☐ **WOMEN-OWNED BUSINESS**
- ☐ **NONE OF THE ABOVE**

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:

“Minority-owned business” means 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 individuals.

As used in the definition of *“minority-owned business,”* *“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, 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.

“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% 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.

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**

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT B
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF FIRM/OFFEROR: _____

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

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

ATTACHMENT C
VIRGINIA STATE CORPORATION COMMISSION
IDENTIFICATION NUMBER REQUIRED

An offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or 50 of the Code of Virginia must include in its proposal the identification number issued to it by the Virginia 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 or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized.

Any offeror described in the immediately preceding paragraph that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Henrico County Manager.

Identification # Issued by the State Corporation Commission: _____

If you are not required to be authorized, please state reason.

: _____

**ATTACHMENT D
INSURANCE SPECIFICATIONS**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. 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. Bests or a rating acceptable to the County. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel 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 - Combined Single Limit

\$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

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

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

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

Excess/Umbrella Liability –

\$1,000,000 per occurrence

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract includes the following indemnification agreement: "The Successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico including Henrico Public County Schools, its 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." The County makes no representation or warranty as to how the Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the above indemnification provisions do not limit the Offeror's responsibilities outlined in the contract.

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 Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability, either individually or in combination with Excess/Umbrella Liability, must total \$2,000,000 per occurrence. This insurance shall apply as primary insurance 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: Successful Offeror waives all rights against the County of Henrico, School Board of Henrico County, their officers, boards, commissions, agents and employees for recovery of damages.

**ATTACHMENT E
PROPOSED PRICING**

Storage (Monthly)

5,000 cartons	\$ _____/carton, 1.2 cubic foot
10,000 cartons	\$ _____/carton, 1.2 cubic foot
15,000 cartons	\$ _____/carton, 1.2 cubic foot
20,000+ cartons	\$ _____/carton, 1.2 cubic foot
Miscellaneous sizes	\$ _____per cubic foot

Retrieve/Re-file (per item)

Carton	\$ _____
File	\$ _____
Unsuccessful Attempt (carton)	\$ _____
Unsuccessful Attempt (file)	\$ _____

Receiving & Indexing – New Cartons

Carton Number and Location Tracking Only	\$ _____ (no limit)
Indexing of New and Existing Cartons in Storage	
File Indexing within the cartons	\$ _____

Delivery/Pick-Up

Transportation per location	\$ _____ Cartons 1-4 included in base price
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No Fuel Surcharge is authorized

Destruction

Paper items	\$ _____/lb
Non-paper Items	\$ _____/lb

Reports

	\$ _____
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Regular: invoicing, daily Activity, destruction, etc. included at NC.

Emergency Services

Retrieval	\$ _____
Transportation	\$ _____
Each Item	\$ _____

Miscellaneous Services

Scanning/E-mail (per page)	\$ _____/page, \$ _____ minimum
Facsimile (per page)	\$ _____/page
Duplication (per page)	\$ _____
Replacement Records Cartons	\$ _____
Client Review Room (per day)	\$ _____
Additional Labor (per man hour)	\$ _____/hour
Internet Access/Training/Set up	Included-NC
Minimum Storage Charges	None

ATTACHMENT F – DELIVERY LOCATIONS

Henrico Mental Health
10299 Woodman Road
Henrico, VA

Juvenile Detention
4201 E. Parham Road
Henrico, VA

Public Utilities-Water Reclamation
9101 WRVA Road
Henrico, VA

Hermitage Enterprises
8247 Hermitage Road
Henrico, VA

Juvenile Probation
4201 E. Parham Road
Henrico, VA

Fairfield Library
1001 N. Laburnum Avenue
Henrico, VA

Training Facility
7701 E. Parham Road
Henrico, VA

MH/MR Lakeside House
5623 Lakeside Avenue
Henrico, VA

Henrico Credit Union
8611 Dixon Powers Drive
Henrico, VA

CATC
7321 Whitepine Road
Chesterfield VA

Jail East
17320 New Kent Highway
Barhamsville, VA

PSB-Police/Fire Department
7721 E. Parham Road
Henrico, VA

CATC
5410 Williamsburg Road
Henrico, VA

Community Revitalization
4062 Crockett Street
Henrico, VA

Economic Development
4300 E. Parham Road
Henrico, VA

Police Animal Shelter
10421 Woodman Road
Henrico, VA

MH/& Developmental Services
4915 Radford Avenue
Henrico, VA

Central Automotive Maint.
10301 Woodman Road
Henrico, VA

Eastern Government Center
3810-3820 Nine Mile Road
Henrico, VA

Human Services
8600 Dixon Powers Drive
Henrico, VA

Administration Building
4301 E. Parham Road
Henrico, VA

Administration Annex Bldg.
4301 E. Parham Road
Henrico, VA

Sheriff's Office
4301 E. Parham Road
Henrico, VA

Purchasing Office-North Run
1590 E. Parham Road
Henrico, VA

Courthouse Building
4301 E. Parham Road
Henrico, VA

Human Resources-STEP
7740 Shrader Road, Suite B
Henrico VA

ATTACHMENT G

RECORDS MANAGEMENT AND STORAGE SERVICES CONTRACT HIPAA BUSINESS ASSOCIATE ADDENDUM

WHEREAS, the County of Henrico (the "County") and _____ ("Business Associate") entered into a contract on _____ for the performance of record management and storage services, Contract _____ (the "Contract"); and

WHEREAS, the County is a hybrid entity including covered health care components and internal business associates under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and

WHEREAS, HIPAA and its implementing regulations have established Privacy and Security Standards; and

WHEREAS, Business Associate may receive from the County and use and/or disclose records that include information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual ("PHI"); and

WHEREAS, the Privacy and Security Standards require that a Business Associate Addendum relating to HIPAA compliance be made a part of the Contract provisions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Business Associate Addendum and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the County and Business Associate agree as follows:

I. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. Permitted Uses and Disclosure of PHI. Business Associate provides records management and storage services for and/or on behalf of County of Henrico that may involve the use and/or disclosure of PHI. Business Associate may use and disclose PHI as necessary to perform its duties and obligations to the County or as otherwise required by law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of its duties and obligations to the County. Business Associate will request from the County no more than the minimum PHI necessary to perform its duties and obligations. Business Associate will not use or disclose PHI in a manner (i) inconsistent with the County's obligations under the Privacy or Security Standards, or (ii) that would violate the Privacy or Security Standards if disclosed or used in such a manner by the County.

2. Safeguards Against Misuse of Information.

- a. Business Associate agrees that it will implement appropriate reasonable safeguards to maintain the security of and prevent the improper use or disclosure of PHI.
- b. Business Associate agrees that it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, as that term is defined in 45 C.F.R. § 160.103 and used in the Security Standards, that it creates, receives, maintains or transmits on behalf of the County.

3. Reporting Inappropriate Disclosures of PHI and Mitigation of Effect.

- a. Business Associate shall notify the County as soon as practicable after becoming aware of an improper disclosure of PHI by Business Associate or by a third party to which Business Associate disclosed PHI. Business Associate also agrees to work with the County to implement procedures for mitigating the harmful effects from any improper use and/or disclosure of PHI.
- b. Business Associate agrees to promptly report to the County any “security incident,” as that term is defined in the HIPAA Security Standards, of which it becomes aware and the steps taken to mitigate any security compromise that may have occurred and shall also report to the County any loss of data, or other information system compromise as a result of the incident.

4. Use and Disclosure of PHI by Subcontractors and Agents.

- a. Business Associate will require any subcontractor or agent that is authorized to review, use or disclose PHI obtained by Business Associate from the County, to agree to adhere to the same restrictions, conditions, and requirements regarding the use and/or disclosure of PHI and safeguarding of PHI that apply to Business Associate under this Addendum.
- b. Business Associate agrees that it will ensure that any agent, including a subcontractor, to whom it provides electronic PHI that was created, received, maintained or transmitted on behalf of the County agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of the electronic PHI.

5. Access to Information. Throughout the term of this Addendum, Business Associate shall make available to the County all PHI provided to Business Associate by the County for so long as such information is maintained. In the event any individual requests access to County-provided PHI directly from Business Associate, Business Associate shall forward such request to the County. Any denials of access to PHI requested shall be the responsibility of the County.

6. Availability of PHI for Amendment. Upon receipt of a request from the County to update PHI for an individual, Business Associate agrees to incorporate any such amendment into its records as may be required by 45 C.F.R. § 164.526. If Business Associate receives a request from an individual for an amendment to County-provided PHI, Business Associate shall forward such request directly to the County. Any review and consideration of a requested amendment shall be the responsibility of the County.
7. Accounting of Disclosures. Upon request from the County, Business Associate shall make available to the County such information as is in Business Associate's possession and is required for the County to make an accounting as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward such request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Business Associate agrees to maintain an appropriate record keeping process to enable it to comply with the requirements of this Section.
8. Use and Disclosures for Business Associate's Purposes.
 - a. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - b. Business Associate may disclose PHI for the proper management and administration of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
9. Availability of Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the County available to the County and the Secretary of the Department of Health and Human Services (or its designee) for purposes of monitoring compliance with the Privacy and Security Standards, subject to attorney-client and other applicable privileges.

II. OBLIGATIONS OF THE COUNTY

1. Notice of Privacy Practices. The County shall notify Business Associate of any limitation in its Notice of Privacy Practices, which the County, or any of its departments, provides or makes available to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

2. Restrictions on Disclosures. If applicable to Business Associate, the County shall notify Business Associate as soon as practicable of any request for restrictions by an individual of the use or disclosure of the individual's PHI that the County has agreed to accept. The County also shall notify Business Associate, if applicable, of any changes in, withdrawal, or revocation of any authorization or other permissions(s) granted the County by an individual for the use and disclosure of the individual's PHI.
3. Impermissible Requests. The County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Standards if done by the County. Nothing in this section shall preclude Business Associate from using or disclosing PHI for its management and administrative activities as provided in Section I.8 above.

III. MISCELLANEOUS

1. Term. This Addendum shall become effective on the Effective Date of the Contract. This Addendum shall remain in effect for the term of the Contract, including any extensions or renewals thereof.
2. Termination for Cause. Upon the County's knowledge of a material breach by Business Associate, the County shall either: (a) provide an opportunity for Business Associate to cure the breach or end the violation and, if feasible, terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the County; or (b) if feasible, immediately terminate Contract _____ if Business Associate has breached a material term and cure is not possible.
3. Effect of Termination.
 - a. Except as provided in paragraph b of this section, upon termination of this Addendum or Contract _____ for any reason, Business Associate shall return or destroy all PHI received from the County, or created or received by Business Associate on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies, including electronic copies, of the PHI.
 - b. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the County notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
4. Amendments. This Addendum, and any provision thereof, may be amended, modified or deleted by written agreement of the parties. The parties agree to take such action to amend this Addendum from time to time as is necessary for the County to comply with the Privacy or Security Standards and all other applicable laws or regulations.

5. Survival. The respective rights and obligations of Business Associate under Section III.3 shall survive termination of this Addendum and Contract _____.
6. Interpretation. This Addendum shall be interpreted as broadly as necessary to implement and comply with the Privacy and Security Standards. The parties hereby agree that any ambiguities in this Addendum shall be resolved in favor of a meaning that complies with the Privacy and Security Standards.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum.

COUNTY OF HENRICO

By: _____

Title: _____

_____ (Business Associate)

By: _____

Title: _____