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I. **Overview**

The County of Prince Edward, Virginia seeks a commercial Case Management software program, including installation, configuration, training services, maintenance and conversion. This procurement is being conducted on behalf of other public bodies pursuant to Section 2.2-4301(3)(b) of the Code of Virginia, 1950, as amended. This procurement does not include any professional services as defined in Sec. 2.2-4304 of the Code of Virginia, 1950 as amended.

The proposed schedule of events to the RFP is outlined below:

- **Public Notice**
  - Date: May 25, 2013
- **Submitted Questions**
  - Date: June 5, 2013
- **Answers to Questions**
  - Date: June 10, 2013
- **Deadline for Receipt of Proposals**
  - Date: June 15, 2013
- **Award Notification**
  - Date: June 30, 2013

Each submitted proposal must be accompanied by a transmittal letter that clearly states and identifies the proposing company’s interest in providing the case management system. The transmittal letter must clearly state any exceptions to the requirements contained within the RFP.

II. **Who We Are**

The County of Prince Edward has a total population of 23,500. Our office has eight users that will be working in the desired system.

The Commonwealth’s attorney is primarily responsible for matters involving enforcement of the criminal law within the county. The county attorney handles civil duties in most Virginia counties, and, upon agreement with the Commonwealth’s attorney, may place in County Attorney violations of certain county ordinances.

Under Virginia law, the Commonwealth’s Attorney is the chief law enforcement officer of their respective jurisdiction. The primary mission of the Office of the Commonwealth’s Attorney is to review and prosecute all felony cases, domestic violence cases, and misdemeanor cases and to provide legal training and advice to police officers, magistrates, and other local officials.

III. **Proposed Solution Requirement**

The Commonwealth Attorney office reserves the right to host the data on their application server. The Proposed solution must be an application that can be installed on a Windows Server environment for the server application. If the proposed solution is a client/server application, the client application must be installed on a Windows Workstation.

The proposed system must not be a hosted solution.
IV. **Criminal Case Management Software Requirements**

**General Criminal Case Management**

1. The desired system must have the ability to handle all aspects of a Criminal Case. Please describe how this is handled.
2. The desired system must have the ability to provide two means of accessing data. A basic information quick access screen as well as a more detailed screen that can handle any and all aspects of a Criminal Case.
3. There are cases that have multiple charges as well as a single charge. The desired system must have the ability to handle both scenarios effectively.
4. The desired system needs to have the ability to attach any file type to a case. These file types include the following:
   a. Images
   b. Wav files and other audio video files
   c. PDFs
   d. MS Word Documents
5. The desired system must have a robust search engine that allows users to search any aspect of any case. Please describe how your system handles this.
6. The desired system will need to handle multiple events per case. The events need to be displayed in a Month view, Day view, Week view, as well as a list view format.
7. The desired system must have the ability to track multiple witnesses associated with a case.
   a. The system needs to have the ability to allow users to pick and choose which witness to generate a subpoena for. Batch subpoena generation is needed.
8. The desired system needs to have the ability to reuse persons used in a case with another case, and events for the case. The persons that need to be reused include the following:
   a. Defendants
   b. Common witnesses
   c. Attorneys
   d. Prosecuting attorneys
   e. Judges
   f. Victim Witness paralegal

**Persons: Defendant**

1. The defendants entered in the desired system need to have built-in checks on key fields. The key fields includes the following:
   a. Social Security Number
   b. Date Of Birth
   c. License number
2. These key fields will be vital to allow users to perform desk checking to prevent duplicate entries.
3. The defendant file must have the ability to store unlimited aliases. The alias information must include the following:
   a. Last, First, Middle name
   b. Social Security Number
   c. DOB
4. When a Defendant is to be used within a criminal case, the defendant name search must also search the defendant aliases during the case entry process as well as the case lookup process.
5. Defendants stored in the desired system must have the ability to record Past Addresses. Please describe how this is handled in your system.
6. The desired system must provide the ability to show a defendant’s entire criminal history with a click of a button.

Persons: Attorneys

1. The desired system must have the ability to store important information on the Prosecuting Attorneys as well as Defense Attorneys. This information includes:
   a. Bar Number
   b. Address
   c. Phone numbers
   d. Email
2. The desired system must have the ability to assign cases to prosecutors and manage all aspects of a case from a prosecutor’s point of view. (Please refer to Prosecuting Attorney Specific Functions).

Persons: Victim and Witnesses

1. The Victim and Witnesses entered in the desired system needs to have built-in checks on key fields. The key fields includes the following:
   a. Social Security Number
   b. Date Of Birth
   c. License number
2. These key fields will be vital to allow users to perform desk checking to prevent duplicate entries.
3. The desired system must have an integrated method to track contacts (phone calls, emails, etc.)
4. The desired system must have the ability to store services provided to a Victim in a victim witness case.
5. The desired system must have the ability to attach documents to a victim or witness person. These documents could be any electronic file format which includes:
   a. MS Word Documents
   b. PDFs
   c. Wav files
   d. Images

Persons: Police and Investigators

1. The desired system must utilize tables to store Law enforcement personnel. The law enforcement personnel will be associated with a case.
2. A Law Enforcement agency and personnel must be easily entered to a case. During the entry process, users can choose from a list of police officers and investigators. If a person is not found in the list the desired system should allow the person to be added to the system and not allow free form text entry.
3. The desired system must have the ability to store the following details for Law Enforcement personnel.
   a. Badge Number
   b. Name
   c. Agency the Law Enforcement personnel is with
   d. Address
   e. Mailing address

Events and Calendaring Function

1. The desired system will have to include a Docketing and Calendaring module that is fully integrated with the Cases.
2. Each event entered in the calendaring module must interface seamlessly with MS Outlook to generate Emails and appointments.
3. The desired system must allow users the ability to configure specific events to be created automatically when certain events are added to a case.
4. The events entered in the system must also have the ability to create an entry in an individual’s Google calendar.
5. The Calendaring system must have the ability to display calendars for a specific Person. These persons include:
   a. Prosecuting Attorneys
   b. Defense Attorneys
   c. Judges
   d. Paralegals
   e. Investigators
6. The Calendaring system must have the ability to display a Calendar for a case.
7. The Calendaring system must allow users to choose the format which a calendar is to be displayed. The formats desired are as follows:
   a. Month view
   b. Week view
   c. Day view
   d. List view
8. The Calendaring system must have the following abilities:
   a. Ability to filter data by individuals, case types, case statuses, date range, or any other displayed data field.
   b. The Calendaring system must be capable of being customized with stored views to easily switch between predefined filtering criteria. This ability can be customized on a per user basis.
   c. The Calendaring system must allow exporting of events to Excel or PDF.
   d. The Calendaring system must allow the ability to easily print a listing of Events.

Document Generation and Management

1. The desired system must have a robust document generation function as well as a document management module. The Document generation function must fully integrate with the document management module.
2. The document generation process must have the ability to use standard MS Word Mail Merge formatting. Document/Form Templates will be created in MS Word.
3. The desired system must have the ability to manage the documents generated. These documents will need to be saved and associated with a case.
4. The document generation process must provide the ability to log when a document is generated but not saved in the system.
5. Documents stored within this system must be managed by a Document Management module that is integrated with the Criminal Case module. The details stored for each document must include the following:
   a. Document Type
   b. Title and Description
   c. Storage location
6. The desired system must have the ability to categorize documents into various Types.
7. The Document Management module must support a Discovery function that allows for the following:
   a. Ability to select one or multiple files for a discovery packet.
   b. Ability to send the discovery packet by:
      i. Email
      ii. Copy to CD/DVD
      iii. Copy to external drive

Optional Document Management Module Functions

1. Advanced Discovery Functions
   a. All discovery packets must be logged in the system to indicate which files were included, how the files were created, to whom the files were sent, and the date/time in which the discovery packet was created.
   b. If the discovery packet is being sent via email, the system must automatically split up the packet into multiple emails to ensure that email attachment limitations are not over reached.
2. The Document Management module must be able to OCR documents to allow for searching of texts within a document.
3. The desired system must have the ability to search for keywords in all documents stored for the entire system or for a single case.
4. The system must have a Redact function.
   a. The Document Management module must include a Redact function that allows the user to enter in a keyword that will automatically redact all instances of the keyword in the document.
   b. The user must have the ability to manually perform redaction as well.
5. The Document Management module must allow the user to break down a large document into individual documents.
6. The Document Management module must integrate with a TWAIN compatible scanner.
7. The Document Management module must allow the generation of Non-Discovery emails which contain files related to a case to be sent out.
   a. This must be logged automatically in the system indicating it was a Non-Discovery process, including the files sent, the recipient, and the Date/Time sent.
Commonwealth Attorney, Deputy Commonwealth Attorney Specific Functions

The Commonwealth Attorney, Deputy Commonwealth Attorney has specific system function needs that are different from case data entry and document generation. They will be the managers of the individual Prosecuting Attorneys.

1. The desired system must provide the ability to allow the Commonwealth Attorney, Deputy Commonwealth Attorney a robust tool to manage all aspects of all caseloads assigned to their staff.
2. The Commonwealth Attorney, Deputy Commonwealth Attorney will need the ability to drill down to the specifics of each case as needed. This is necessary to be able to manage from a top down view.
3. The desired system must provide the ability for the Commonwealth Attorney, Deputy Commonwealth Attorney to monitor the progress of each of the Prosecuting Attorney and staff members in which they are responsible for.
4. The Reporting engine of the desired system must provide the ability to generate statistical reports that include the following:
   a. Closed cases
   b. Case disposition
   c. Prosecuting Attorneys assigned
   d. Case types
   e. Charges
5. The reports generated from this system will be used to conduct staff and prosecutor meetings.
6. The Commonwealth Attorney, Deputy Commonwealth Attorney will need the same ability as any other Prosecuting Attorney to manage their cases.

Prosecuting Attorney Specific Functions

The Prosecuting Attorneys have specific system function needs that are different from case data entry and document generation. They require quick data access and robust searches to get the information they need quickly and easily.

1. The desired system will need to provide a quick and easy way to display all the open cases for an individual Prosecuting Attorney when they sign on in the morning.
2. The Prosecuting Attorney will need the ability to access their calendar with a click of a button. The Calendar views must include the following.
   a. Month view
   b. Week view
   c. Day view
   d. List view
3. The Prosecuting Attorney will need the ability to view their Trial Calendars. They will also need the ability to have a calendar by any event type.
4. The desired system must have the following abilities:
   a. Ability to filter data by individuals, case types, case statuses, date range, or any other displayed data field.
   b. The desired system must be capable of being customized with stored views to easily switch between predefined filtering criteria. This ability can be customized on a per user basis.
   c. The desired system must allow exporting a listing of Cases and Events to Excel or PDF.
d. The desired system must allow the ability to easily print a listing of Cases and Events.

5. The Prosecuting Attorney would need to have the ability to track all cases assigned to them. The Prosecuting Attorney will need to have the ability to view their monthly progress or over any period of their choosing.

6. They will need to know when a case is closed and the end result of a case. This information must be made easily accessible with the click of a button.

7. The Prosecuting Attorney would need the ability to generate pleas and correspondence to any party.

Data Management Reporting

1. The desired system will need to have the ability to generate ad hoc reports that are needed to run an office effectively.

2. The desired system must have a Reporting Engine that is easy to use. The users will need to have the ability to create their own reports easily.

3. The desired system must also support ODBC clients such as Crystal Reports for users to create their own high resolution detailed reports.

4. The reports generated from the desired system will assist the management to track the progress within the office.

5. The reporting engine of the desired system must have the ability to save and upload reports to be run on demand.

6. The reporting engine must manage the storage and retrieval of all reports.

VCAIS Data Conversion

VCAIS is the Criminal Case Management system that is commonly used in a majority of Commonwealth Attorney’s offices. VCAIS is an IBM Lotus Notes application. The VCAIS system utilizes various tables to store case information.

The VCAIS system is scheduled to end its support in the near future. It is imperative that we obtain a solution that includes data conversion.

VCAIS Data Details

The case information is separated into open, closed, and archived tables. The full case information is stored in the following tables.

1. Cases
2. Charges
3. Witnesses
4. Case Parties
5. Events
6. Offense
7. Office Professionals

Additional details for conversion will be available upon request.
Conversion Plan

1. Respondents should describe past conversion projects that are similar to converting from a VCAIS system.
2. Special consideration will be granted to respondents who have completed a VCAIS data conversion.
3. Respondents must provide a detailed conversion plan. The pricing must be included for the conversion project.

V. Formatting Your Proposal

1. Section 1: Company Information
   a. Provide an overview of your company.
   b. Include pertinent details about the following:
      i. Company size
      ii. Company history
      iii. Number of employees
      iv. Other facts useful in evaluating the proposal
2. Section 2: Experience and Reputation
   a. Provide three or more references.
   b. Describe projects that your company has performed for governmental agencies pertaining to the scope of this RFP.
3. Section 3: Case Management Software Proposal
   a. Describe the modules of your proposed case management system.
   b. Describe the standard modules provided with the base system and any optional components and how they are priced, i.e. per seat, per module, etc.
   c. Identify any third-party software, modules or components.
   d. Describe ongoing costs such as software maintenance or licensing.
   e. Format responses as follows:
      i. State YES or NO for each of the requirements listed to indicate if the proposed solution complies.
      ii. Describe how the proposed solution complies.
      iii. Describe how modifications are to be implemented if the proposed solution does not comply.
      iv. Identify the features that need to be added to meet the requirements. Provide the associated costs for the modifications and a schedule for implementation of the modifications.
4. Section 4: Server Hardware and Software requirements
   a. List the hardware requirements for the server, including:
      i. Type of processor (number, cores, architecture)
      ii. RAM requirements
      iii. RAID Type (RAID 0,1,5,10) and number and size of arrays
      iv. Other necessary hardware
   b. Operating System Requirements
      i. Windows Server, Linux, etc.
      ii. OS Version
      iii. Required Utilities
      iv. Special Configurations
v. Virtualization configuration

c. Third-Party Software Requirements
   i. Database Server version (SQL Type)
   ii. Other programs and utilities

5. Section 5: Training, Installation, and Conversion
   a. Outline the proposed timeline for the following:
      i. Training
      ii. Installation
      iii. Conversion
   b. List hourly rates and total cost for each of the items.

6. Section 6: System Modifications
   a. If the proposed solution does not comply with the required features, identify if those features can be added.
   b. Identify the cost of adding required features.
   c. Provide a schedule for implementation of the modifications.

7. Section 7: Disaster Recovery
   a. Describe the disaster recovery process for your system

8. Section 8: Pricing and Schedule
   a. Outline the pricing of all elements in response to this RFP as well as the proposed schedule. All costs must be included in your pricing breakdown. Failure to include all associated costs will result in disqualification of the proposal. Pricing must be separated out by components and services in an easy to read and clear manner.
   b. Pricing must indicate the 5 year operational cost of the purchased system.
   c. Pricing must include any modifications from Section 6, above.
   d. Pricing must include the conversion cost from the VCAIS Data Conversion section.

VI. Proposal Submissions

Acknowledgement of Understanding of Terms

By submitting a bid, the vendor acknowledges that it has carefully read all of this RFP and has fully informed itself as to all existing conditions and limitations.

Proposals

To be considered for selection, the proposals must be submitted in writing and be in response to the items contained within this RFP. The County of Prince Edward reserves the right to disqualify any non-responsive or non-conforming proposal.

The proposal must be submitted with three paper copies and one electronic copy on CD.

The proposals should be sent via certified or registered mail to:
James R. Ennis, Commonwealth Attorney, Prince Edward County, Virginia, P.O. Box 266, Farmville, Va. 23901

Proposals must be received at the above address no later than 5:00 PM on June 15, 2013.
Proposals received after the deadline will not be considered. The vendor bears the risk of all delays in delivery. The contents of the proposal will not be disclosed as to be made available with competing entities prior to the awarding of the contract.

Proposal Modifications

Any change, amendment or modification to a proposal must be made in writing and submitted in the same manner as the original response and must be labeled as a change, amendment or modification to the previously submitted proposal prior to the Award date.

Proposal Costs and Expenses

The County of Prince Edward shall not pay any costs incurred by any vendor associated with any aspect of responding to the proposal, including proposal preparation, printing or delivery.

Proposal Expiration

Prices quoted within the proposal shall remain fixed and binding on the vendor through December 31, 2013. The County of Prince Edward reserves the right to ask for an extension of time if necessary.

Confidentiality

All documents submitted as part of the proposal will be deemed confidential during the evaluation process. Proposals will not be available for review by anyone other than the designated individuals by the County of Prince Edward. There shall be no disclosure of any of the vendor’s information to any other competing vendor prior to the awarding of the contract.

VII. **Proposal Preparation and Submission Instructions**

A. **GENERAL INSTRUCTIONS:**

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original, marked “Original,” three (3) copies, and one copy on CD of their proposal must be submitted to the Prince Edward County Commonwealth Attorney, hereinafter called the Purchasing Office. No other distribution of the proposal shall be made by the offeror. The Purchasing Office will neither accept oral proposals, nor accept proposals received by telephone, FAX, or electronically.

All proposals must be sealed and labeled on the outside of an opaque envelope or package to show the following:

   a. Title of Proposal
   b. Name of Offeror
   c. Address of Offeror
   d. RFP Number
e. Receipt and Closing Date

Responses received after the due date and time will be returned to the offeror unopened. Proposals shall be open to public inspection only after award of the contract. The time proposals are received shall be determined with reference to the Purchasing Office Official Clock. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated. In the event the City offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-proposal conference and/or the advertised proposal receipt date, the conference and/or receipt date will default to the next open business day at the same time and location.

2. Proposal Preparation:

Proposals shall be signed by an authorized representative of the offeror. 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. The Purchasing Office may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

a. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

b. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. 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. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

c. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.
d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

e. Ownership of all data, materials, and documentation originated and prepared for the County/City pursuant to the RFP shall belong exclusively to the County/City and be subject to public inspection in accordance with the Virginia Freedom of Information Act. 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 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. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County/City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Purchasing Office will schedule the time and location of these presentations. Oral presentations are an option of the County/City and may or may not be conducted.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the County/City may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following:

1. Return the RFP Proposal Signature Sheet (attached as Exhibit A) and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet (attached as Exhibit B) and other specific items or data requested in the RFP.
3. Statement of the Scope - State in concise terms, your understanding of the scope of work presented by the RFP.
4. Qualification Statement - Include a narrative description of the proposed offer and a list of services that will be rendered by your Firm. This section should include resumes of only key staff members of proposed team. It should specifically state the employees assigned to this task. Experience and qualifications of proposer’s personnel, including a list of specific personnel who will be committed to this work and their respective qualifications.
5. Project Approach - Describe in narrative form your proposal for the Case Management System project.
6. References - Provide a list of projects of a similar nature that are either current or have been completed. Provide references for all listed projects.
7. Implementation Staff – Provide a list of staff that will be assigned to the JMS system implementation and their relevant experience. This section shall also include the offeror’s proposed implementation timeline.

8. Sample Contract - Please furnish any sample contract the proposer expects the County/City to execute.

VIII. Evaluation and Award Criteria

A. Evaluation Criteria


This criterion considers (i) the offeror’s documented past performance on any government contracts with an emphasis on Prosecutor Management System projects, (ii) the results of reference checks and (iii) the offeror’s experience in providing the services solicited by this Request for Proposals as set forth in the offeror’s proposal.

2. Technical Solution and Project Plan..................................................................................................................................40 Pts.

This criterion considers (i) the qualifications of the offeror’s personnel whom offeror proposes to assign to provide the services solicited by this Request for Proposals, (ii) the offeror’s capacity to provide high quality services as outlined in section III of the scope of work (iii) the Offerors proposed technical solution.

3. Compliance with Requirements........................................................................................................................................10 Pts.

This criterion considers the extent of the offeror’s compliance and willingness to comply with all of the terms, conditions and other requirements of the Request for Proposals and resulting contract.

4. Staff Experience assigned to the Implementation of PCM .................................................................................................5 Pts.

This criterion considers the extent of experience the offeror’s staff has that will be assigned to the implementation plan.

5. System Implementation Timeline ........................................................................................................................................5 Pts.

This criterion considers the offeror’s timeline for the implementation of the Prosecutor Case Management System.


This criterion considers the price of the services solicited by this Request for Proposals. Offerors will be evaluated on their pricing scheme as well as on their price in comparison to other Offerors.

Total..................................................................................................................................................................................100 pts.
B. Award Criteria

The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the County/City may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the County/City shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The County reserves the right to make multiple awards as a result of this solicitation. 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 and suitable than the others under consideration a contract may be negotiated and awarded to that offeror.

In negotiations regarding the terms of the contract, the County has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask the County to indemnify them in any resulting contract.

IX. Pre-Proposal Conference

The Optional pre-proposal conference will be held on June 11, 2013 at 10:00 a.m. at The Office of the Prince Edward County Commonwealth Attorney, 111 South Street, 3rd Floor, Farmville, VA 23901. Offerors who are interested in submitting a proposal are encouraged to attend this conference.

The registration (sign-in) will start at 10:00 am. Please bring and leave business cards. The purpose of the Pre-Proposal Conference is for the vendors to have a clear understanding of the specifications/scope of work for this solicitation and to address all Offeror questions regarding the facility, the services, and the proposal process. The Pre-Proposal Conference will consist of much prolonged discussion. However, all offeror questions to be acknowledged by the County/City must be submitted in writing to the Purchasing Office. All written questions will be answered and published, added to the proposal document by way of addendum. Any multiple questions will be included and answered only once.

X. General Terms and Conditions

A. Definitions:

1. Acceptance: Acceptance shall mean approval of contractor’s invoice for services by the Purchasing Agent’s Technical Representative.
2. County: The County of Prince Edward, its authorized representatives and employees.

3. Contract: The signed Contract, stating the Scope of the Contract wherein the Contractor shall provide the services to the County/ City as set forth in the Contract Documents.

4. Contract Documents:
   a. The signed Contract;
   b. This Request for Proposals;
   c. Any Addenda issued;
   d. The Proposal;
   e. The Negotiated Scope of Services to include the Cost Agreement; and
   f. Modifications and/or Change Orders issued subsequent to the execution of the Contract.

5. Contractor: The individual, firm or organization which contracts with the City to perform the Work. As employed herein, the term "contractor" may refer to an individual, an organization, or to the contractor’s authorized representative.

6. Contract Sum: The total amount payable to the contractor for performance of the Work. The Contract Sum is stated in the Proposal and shall include any adjustments granted by amendment.

7. Final Payment: The payment of the balance of the Contract Sum, following the Acceptance of all Services delivered pursuant to this Contract.

8. Notice: As defined in Section XI, paragraph F.

9. Purchasing Agent: The Prince Edward County Commonwealth Attorney, or his designated representative, who shall serve as the County's contracting officer.

10. Purchasing Agent’s Technical Representative: The County/ City official who serves as the Purchasing Agent’s technical representative for purposes of administering the Contract.

11. Time(s) for Performance: The date(s) on which Services are required to be provided, in accordance with the Contract Documents.

12. Work: The Services required to be delivered by the Contractor pursuant to this Contract.

B. The County/City:

1. Authority of the Purchasing Agent: The Purchasing Agent shall be the contracting officer for the County/ City, who is authorized to execute this Contract and any Change Orders issued pursuant to Section P. No Notice to the County/City shall be effective unless a copy is delivered to the Purchasing Agent in accordance with the terms of the Contract.

2. Authority of the Purchasing Agent’s Technical Representative: the Finance Department, or its designated representative, who shall be referred to in the Contract Documents as “the Purchasing Agent’s Technical Representative”, shall administer The Contract.
3. Additional County City Representatives: The Purchasing Agent’s Technical Representative may designate one or more additional representatives to coordinate with the Contractor or to inspect the Work performed by the Contractor.

C. The Contractor:

1. Licensure: To the extent required by the Commonwealth of Virginia or the County of Prince Edward, the Contractor shall be duly licensed to perform the Services required to be delivered pursuant to this Contract.

2. Key Persons: If any "Key Persons" are identified in the Proposal, those Key Persons shall be directly involved in the performance of Contractor’s Work hereunder. No Key Person shall be changed without the written consent of County/City unless such Key Person becomes unavailable to perform his or her duties because of death, disability or termination of employment; provided however, that a Key Person shall be removed at County/City’s request. If a Key Person is no longer capable of performing in the capacity described in the Proposal, or is removed by the County/City, the County/City and the Contractor shall agree on a mutually acceptable substitute.

D. Terms for Performance:

1. The Work: The Services required to be delivered pursuant to this Contract shall be in strict accordance with the Specifications included as part of the Contract Documents. All persons performing Services pursuant to the Contract shall be duly qualified to perform those Services and shall hold any licenses required by law for persons performing such Services.

2. Time for Performance: Time is of the essence of this Contract. The Contractor shall perform all Services at the time(s) and in the manner(s) specified in the Contract Documents.

E. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought only in the courts of the purchasing jurisdiction. The County/City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia of 1950, as amended, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

F. Anti-Discrimination: By submitting their proposals, offerors certify to the County/City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the
accounts and programs funded with public funds shall be subject to audit by the City. (Code of Virginia of 1950, as amended, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this 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 these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

H. Immigration Reform and Control Act of 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

I. Debarment Status: By submitting their proposals, offerors certify that they are not currently debarred by the City from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

J. Antitrust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the City under said contract.
K. Clarification of Terms: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Purchasing Agent no later than seven (7) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent. Each offeror shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal.

L. Payment:

1. Payment for Services: The contractor shall submit its invoice for the services performed during the previous month. The invoice shall bill for the services at the fixed monthly rate specified in the Contract Documents or shall detail those services provided and bill at the rates specified in the Contract Documents. The Purchasing Agent's Technical Representative shall verify that the services have been performed in accordance with the Contract Documents and, if appropriate, will approve the invoice and initiate the process for payment.

2. Progress Payments: If authorized by the terms of the Contract, the contract may submit requests for progress payments at such times or upon the occurrence of such events as the Contract Documents may provide. Upon submission of the request for progress payment, the Purchasing Agent's Technical Representative shall verify the Consultant's entitlement thereto and, if appropriate, shall approve the invoice and initiate the process for payment.

3. The contractor shall submit original invoices to the Purchasing Agent's Technical Representative which clearly describe and itemize the services provided. In addition, invoices shall contain, at a minimum, the following information:
   (a) The date of the Contract; (b) The Contract Number;
   (c) The total cost for these itemized services.

   The County/ City reserves the right to determine whether the invoice is clear and properly itemized. However, if abbreviations or jargon are used on the invoice, the contractor shall provide a key printed directly on the invoice to explain the abbreviation or jargon.

4. Payment of Subcontractors: The Contractor agrees to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County/City for work performed by a subcontractor under this contract:

   (a) Pay the subcontractor for the proportionate share of the total payment received by the Contractor attributable to the work performed by the subcontractor under this contract; or
   (b) Notify the County/ City and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

   The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment for work performed by the subcontractor under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the City, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.
The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

M. Precedence of Terms: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

N. Qualifications of Offerors: The County/City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the County/City all such information and data for this purpose as may be requested. The County/City reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the County/City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

O. Assignment of Contract: The contract shall not be assignable by the Contractor in whole or in part without the written consent of the County/City.

P. Changes to the Contract: Changes can be made to the contract by mutual agreement in writing to modify the scope of the contract (“Modification”), or unilaterally by the Purchasing Agent directing the Contractor to make changes (“Change Order”). An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

Q. Insurance:

1. The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County/City from claims which may arise out of or result from the Contractor’s activities, whether such be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. Insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work. All insurance coverages will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. The Contractor shall furnish as a minimum the hereinafter coverages and limits, and on forms and of companies which are acceptable to the County/City 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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

a. Workers’ Compensation - Statutory requirements and benefits, regardless of being subject to Title 65.2 of the Code of Virginia of 1950 (Workers’ Compensation). Coverage shall include an “all states” endorsement and shall be provided for any proprietor, partner, executive officer, or member.

b. Employers’ Liability –
a. $100,000 bodily injury by accident each accident
b. $100,000 bodily injury by disease each employee
c. $500,000 bodily injury by disease policy limit

c. Commercial General Liability $1,000,000 per occurrence, $2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage, as well as contractual liability coverage. The County of Prince Edward must be named as an additional insured and so endorsed on the policy.
d. Commercial Automobile Liability - $1,000,000 combined single limit each accident. Automobile Liability is to cover “any auto”.

2. Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this contract. All requirements must be met before the County/ City will execute the contract. In particular, we would call your attention to the following:

a. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies, as applicable, name the “County of Prince Edward” as an additional insured. Many Certificates have a space headed "Description" where the language may be inserted as follows: the “County of Prince Edward is additional insured” or that the “County of Prince Edward is additional insured with respects to General Liability; and/or Umbrella Liability policies”.

b. The Certificate Holder should be listed as: The County of Prince Edward
c/o Purchasing Office
111 South Street
Farmville VA 23901
Contract No.

c. The Contractor will provide an original, signed Certificate of Insurance, and such endorsements as prescribed herein.

3. Additional Insurance Requirements: Any additional specific insurance coverages to be provided by the Contractor are stated in the Supplementary General Conditions.

R. Drug-Free Workplace: 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, accessible 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, 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.
S. Nondiscrimination to Contractors: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the City shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

T. Availability of Funds: It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

U. Small Business, and Minority-, Women-, and Service Disabled Veteran-Owned Business: The County of Prince Edward actively solicits small, and minority-, women-, and service disabled veteran-owned businesses to respond to all Invitations for Bids and Requests for Proposals, and if not already on the County's Bidder’s Mailing List, you may request application for inclusion on the list.

V. No Discrimination Against Faith-Based Organizations: The County of Prince Edward does not discriminate against faith-based organizations as that term is defined in § 2.2-4343.1 of the Code of Virginia of 1950, as amended.

W. Taxes:

1. The Contractor shall pay all 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/City and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County/City, and the County/City shall be held harmless for same by the Contractor.

2. The County/City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Mandatory Use of City Forms and Terms and Conditions: Failure to submit a proposal on the official county/city forms provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City has the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

Y. Bankruptcy: If contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the contractor's insolvency, then the County/City may without prejudice to any other right or remedy, and after giving the
contractor seven (7) calendar days written notice, terminate this contract and procure such goods or services from other sources. In such event, contractor shall be liable to the County/ City for any additional cost occasioned by such failure or other default. In such cases, contractor shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to the County/ City.

Z. SCC Identification Number: Each bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 (Corporations) or Title 50 (Partnerships) of the Code of Virginia of 1950, as amended, shall include in its bid or proposal the identification number issued to it by the Virginia State Corporation Commission. Any bidder or 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 authorized by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

AA. Entire Agreement: The Contract Documents constitute the entire agreement among the parties pertaining to the Work and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith.

BB. Royalties and Patents: The Contract Sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the County/ City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the County/ City, its officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.

CC. Severability: Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provisions(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason hereafter be declared invalid.

DD. Survival: Any provision of this Contract which contemplates performance subsequent to any termination or expiration of this Contract, including, without limitation, the provisions of Record Retention, Audit and Price Adjustment (VIII. A), and Indemnification (VIII. B) shall survive any termination or expiration of this Contract and shall remain in full force and effect according to their terms.

EE. Non-Waiver: The failure of Contractor or the County/ City to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or County/ City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.
XI. **Special Terms and Conditions**

A. Record Retention and Audit:

Audit: All records, reports and documents relating to this Contract shall be maintained by engineer for a period of five (5) years following Final Payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by County/City and the County/City’s consultants or auditors at mutually convenient times.

B. Indemnification: The contractor hereby assumes all liability for and agrees to indemnify and hold harmless and defend the County/City and, its officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys’ fees) and expenses resulting from any material breach of the representations, warranties and covenants of the contractor contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the contractor or its subconsultants, employees, or authorized representatives, or in any other manner arising out of the performance of this Contract.

C. Right to Cancel or Reject: The County/City reserves the right to cancel this RFP and/or reject any or all proposals, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the County/City, determined to be in the best interest of the County/City.

D. Proposer Expenses: The County/City will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal.

E. Assignment / Subcontracting: The services furnished by the Offeror shall be neither assigned nor subcontracted without prior written consent by the City.

F. Notice:

1. Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this Paragraph, "writing" shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.

2. Notice to Offeror: Written Notice may be served on the Offeror by mail, courier, facsimile transmission or electronic mail to the Engineer's business address as stated in the Proposal cover sheet.

3. Notice to County/City: Written Notice may be served on the County/City by mail, courier, facsimile transmission or electronic mail to the Purchasing Agent’s Technical Representative, with a copy to the Purchasing Agent.

G. Termination or Suspension:
1. Termination for Convenience: The County/City shall have the right to terminate this Contract at its own convenience for any reason by giving thirty (30) days prior written Notice of termination to the Offeror. Each subcontract shall contain a similar termination provision for the benefit of the Offeror and the County/City. The County/City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Offeror to be due under this Paragraph. The County/ City shall have the right of audit (and Offeror shall have the obligations) stated in Section A, above, insofar as they pertain to amounts claimed to be due hereunder.

2. Termination for Default: The County of Prince Edward may, by written Notice to the Offeror, terminate the whole or any part of the Contract in any one of the following circumstances:

(a) If the Offeror fails to perform the Services as specified in this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee;

(b) If the Offeror fails to perform any of the other provisions of this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee; or

(c) Without further notice, if the Offeror defaults in the performance of its duties pursuant to subsections (a) and/or (b) above more than twice within any consecutive twelve (12) month period, whether or not the Offeror subsequently cures such earlier defaults.

4. Non-Appropriation of Funds: This Contract is conditioned upon an appropriation made by the Board of Supervisors of the County of Prince Edward of funds sufficient to pay the compensation due the Offeror under this Contract. If such an appropriation is not made in any fiscal year, and the County/ City lacks funds from other sources to pay the compensation due under this Contract, the County/ City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the County/City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior fiscal year. The County/ City will provide the Offeror written Notice of Termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, the County/ City’s failure to provide such Notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.

5. Force Majeure: Except for defaults of subconsultants at any tier, the Offeror shall not be liable for any excess costs of failure to perform if the failure to perform this Contract arises from causes beyond the control and without the fault or negligence of the Offeror. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subconsultant at any tier, and if the cause of the default is beyond the control of both the Offeror and the subconsultant, and without the fault or negligence of either, the Offeror shall not be liable for any excess costs for failure to perform, unless the
subcontracted Services were obtainable from other sources in sufficient time for the Offeror to meet the required Time(s) for Performance

H. 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 engineer for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

I. Advertising: In the event a contract is awarded for services resulting from this proposal, no indication of such sales or services to the County/City will be used in product literature or advertising. The engineer shall not state in any of its advertising or product literature that the County/City has purchased or uses any of its services, and the engineer shall not include the County/City in any client list in advertising and promotional materials.

J. Exceptions to the RFP: 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 provide otherwise. Please identify below, or under separate cover, any “Exceptions to the RFP”.

...
In compliance with this Request for Proposal and to all the terms and conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Receipt of Addenda is acknowledged.

My signature certifies that 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 Title 18.2 Section 489.4 of the Code of Virginia, 1950, as amended. 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.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Prince Edward, and that there are no principals, officers, agents, employees, or representatives of this firm that they have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Prince Edward, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Prince Edward. Furthermore, offeror is in compliance with the State and Local Government Conflict of Interests Act, Section 2.2-3100, supplemented by Sections 2.2-4367 – 69 of the Code of Virginia. Specifically, no city employee, city employee’s partner, or any member of the city employee’s immediate family holds a position with the offeror such as an officer, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Office, as it shall be a part of your response. Complete Legal Name of Firm and address:

Company Name: __________________________________________

By: ____________________________________________ Date: _______________________

(Signature in Ink)

Name: ____________________________________________ Title: _______________________

(Please Print)

FEIN No.: ______________________________

Phone: ______________________________ Fax: ______________________________

E-mail: ____________________________________________
XI - EXHIBIT B OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may cause your proposal to be deemed non-responsive.
1. Qualifications: The offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. Offeror’s Primary Contact:
Name:

Phone:

3. Years in Business: Indicate the length of time you have been in business providing this type of service, under the current name, as well as any prior names with dates:

Years:

Months:

4. References: Indicate below a listing of at least four (4) current or recent contracts, that your firm is servicing, has serviced, or has provided similar service. Include the length of service and the name, address, and telephone number of the point of contact. The “County of Prince Edward” should not be included as a reference.

A. Company:

Phone: (  )

Contact:

Fax: (  )

Project:

Dates of Service:

$ Value:
B. Company:

Phone: (   )

Contact:

Fax: (   )

Project:

Dates of Service:

$ Value:

C. Company:

Phone: (   )

Contact:

Fax: (   )

Project:

Dates of Service:

$ Value:

D. Company:

Phone: (   )

Contact:

Fax: (   )

Project:

Dates of Service:

$ Value:

5. Business Category (Check all that apply)

   _____ Small Business
_____ Women Owned and Controlled
_____ Minority Owned and Controlled
_____ Service Disabled Veteran Owned and Controlled
_____ None of the above