Loudoun County, Virginia

REQUEST FOR PROPOSAL

ONLINE LEARNING SYSTEM

ACCEPTANCE DATE:	Prior to 4:00 p.m., February 3, 2023 local “Atomic” Time
RFP NUMBER:	RFQ 581784
ACCEPTANCE PLACE:	Department of Finance and Procurement Division of Procurement 1 Harrison Street, SE, 1st Floor Drop Box labeled “Procurement Bids and Proposals” Leesburg, Virginia 20175

Requests for information related to this Proposal should be directed to:

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This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: January 5, 2023

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

REQUEST FOR PROPOSAL

ONLINE LEARNING SYSTEM

SECTION/TITLE PAGE

Prepared By: Diane C. Smith, NIGP-CPP/CPPB Date: January 5, 2023
Assistant Purchasing Agent

ONLINE LEARNING SYSTEM

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to obtain proposals from qualified firms to provide a web-based, vendor hosted, online learning management system that includes, but is not limited to, training courses and records management for the staff of Loudoun County.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

3. 1 Loudoun County, Virginia

Loudoun County is located 25 miles west of Washington, DC, in the Washington Metropolitan Area and provides a mix of suburban and rural living to its residents. Since the construction of the Dulles International Airport, new business and residential development have dominated the County's historically agricultural economy. Loudoun County's population nearly doubled in the 1990s; since 2000, Loudoun County has been the fifth fastest growing county in the United States. Loudoun County is known for its beautiful scenery, rich history, comfortable neighborhoods, and high-quality public services. Its economy continues to grow and is responsible for a considerable share of Northern Virginia's job growth during the past few years.

Loudoun County has approximately 6,000 employees of which 3,900 are regular full-time or part-time employees. The remaining employees are temporary or seasonal employees.

3. 2 Current Learning Management System (LMS)

Loudoun County currently uses a hosted and cloud-based LMS solution provided by Vector Solutions. The current software solution includes, but is not limited to, the following:

A. Administration Dashboard
   a. Generate Reports
   b. Manage Users
   c. Course Library
   d. Assignments (create/manage new assignments)
   e. Completions (record/validate/delete)

f. Manage Events
g. Manage Credentials
h. Activities Builder
i. Test Builder
j. File Center

B. Calendar (view all Events, Assignments or Credential assigned to employee)

C. Community Resources (videos/files shared by other Vendor clients)

D. User dashboard

a. My Assignments (assigned to employee by Department of Human Resources (DHR) or department designee
b. Self-Assignments
c. My History
d. My Credentials
e. My Events
f. File Center
g. Forum

E. Technical Support

a. Helpdesk support by the Vendor

3.3 <u>The Department of Human Resources</u>

The Department of Human Resources (DHR) Division of Employee Relations and Learning & Organizational Development manages staff, leadership and organizational development and career enhancement for Loudoun County which currently consists of thirty (30) departments. The Learning and Organizational Team (L&OD) team has three (3) team members that provide service to County departments. County departments comprise functional areas that include General Government Administration, Public Safety and Judicial Administration, Health and Welfare, Parks, Recreation and Community Services, and Community Development agencies.

The learning and development function is centrally located in DHR and within designated departments to comply with specific regulations and statues. County employees are assigned courses annually by DHR staff and by designated department staff in compliance with regulations and statues. (Security Access is restricted to only designated users within a department.)

3.4 <u>The Department of Information Technology (DIT)</u>

DIT supports the County's Infrastructure – Networks and Storage/Computer platforms – as well as a vast number of Enterprise and domain-specific applications. DIT also supports the County's Personal Computing Assets – laptops, desktops, and mobile devices – and communication infrastructure such as desk phones, mobile phones, and broadband based services. This document describes the technical environment as of the date on the title page of this document.

A. County Computing Assets

1. County Government computer workstations consist of both networked computers and virtual computer terminals. The current standards are Dell model 5090 for desktops, Dell models 3561, 7420, 7320, 7320(2 in 1) for laptops, and Dell model P25 for Wyse Terminals. Microsoft Windows 10 Enterprise 64-bit operating system and Microsoft Office 365 are standard on each system. Approximately ten percent (10%) of the desktops are virtualized under a VMware environment.

2. The County of Loudoun standard Web Browser is maintained at the latest release of the EDGE browser.

B. Security

1. The county uses governance models that include a separate identity and access management team that uses technical controls based on Microsoft Active Directory service integration, federation and single sign-on (SSO) that must be SAML 2.0 compliant, to enable policy and role definition with-in any SaaS, PaaS, and IaaS environments. The vendor of any cloud service must be compatible with these controls.

2. At a minimum, Authorized users of any proposed cloud service must be identified by a User ID and Password combination as well as multifactor authentication (MFA) via the use of email, or via text to a county provided cell phone.

3. The cloud service must use and support https with TLS 1.2 or higher, for all data in motion and encrypt any data at rest that is with-in the cloud service using AES256 or higher.

C. Cloud Hosting Standards

1. Any cloud service must be SOC 2 compliant. SOC 2 compliance as part of the American Institute of Certified Public Accountants (AICPA) Service Organization Control (SOC) reporting platform. In an effort to dramatically revamp reporting on service organizations (and to align with the growing trend of globally accepted accounting principles), the AICPAified Public Accountants (AICPA) launched the SOC reporting platform;, for which there are three (3) reporting options: SOC 1, SOC 2, and SOC 3. SOC 2 compliance is conducted in accordance with AT 101. SOC 2 compliance is designed for the growing number of technology and cloud computing entities that are becoming very common in the

world of service organizations. Service providers are required to provide Loudoun County DIT with their SOC2 Type 1 and Type 2 reports on an annual basis.

2. ISO/IEC 27017 is a code of practice for information security controls based on ISO/IEC 27002 for cloud services. ISO 27017 is an extension of ISO 27002. ISO 27017 generally focuses on the protection of information in the cloud services. Service providers are required to provide Loudoun County DIT with any ISO 270xx certification reports for review on an annual basis.

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsive and/or non-responsible and rejected.*

The following criteria shall be met in order to be eligible for this contract:

4.1 Offerors must demonstrate they have been in business providing the same services sought in this RFP for at least the last five (5) years and shall demonstrate that experience through the references requested in Section 4.2.

4.2 Offerors shall demonstrate experience in providing the system and services being requested to a minimum of five (5) organizations with similar size and scope to that of Loudoun County government. Offerors shall include with their proposal a list of organizations currently running production versions of the system, specifying which ones are self-hosted and vendor-hosted solutions. Offerors shall also include a list of all comparable contracts, including software elements in use and number of years in use. The list shall include company name, person to contact, address and telephone number, description of work performed, and the total value of the contract. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

4.3 Technology and Security Standards

A The Offeror shall submit documentation in their proposal of their use of SAML 2.0/Federated Identity Management (FIM) for Single Sign-on. Upon implementation, the Offeror shall provide the information needed to establish an enterprise application for Single Sign-on, including its Identifier, reply URL, claims to be returned, and any other configuration information.

B The Offeror shall submit documentation in their proposal of their use and support of https with the current version of TLS minus 2 or above for all data in motion.

C The Offeror shall submit documentation in their proposal that the Service shall encrypt any data at rest using AES256 or higher.

D The Offeror shall submit documentation in their proposal that the Service shall have the ability to provide underlying data through any acceptable data exchange format, which will allow the county to extract data into the County Data Warehouse or other Data Analysis environments.

E The Offeror shall submit documentation in their proposal that the Service shall support the current version of the Microsoft Edge Browser.

5.0 SCOPE OF SERVICES

The system requirements contained herein represent the County's preferences; they are not intended to be restrictive. The system requirements are intended to serve as guidelines to features required for satisfactory performance. Firms whose experience with Learning Management Systems (LMS) is similar in function and operation, but do not completely coincide with the County's requirements may still respond, however, Offerors shall state all exceptions and explanations below each requirement in their submission.

5. 1 System Requirements

All proposals must be made on the basis of and either meet or exceed the requirements contained in Appendix A, Detailed Functional Requirements.

A. The system shall be a vendor hosted, vendor managed solution; Software-as-a-Solution (SaaS) providing secure digital communication for its users.

B. Refer to the attached Appendix A and indicate system compliance using the responses as indicated below. Clarifying statements may be included.

Vendor Response	**Definition**
Yes	Requirement is met in the proposed system.
No	Requirement will not be provided.
Future	Requirement will be met in a future release dated mm/dd/yy (date must be included or response will be considered as "will not provide").
Custom	Requirement will be met by a customization or third-party tool (denote if customization will be at an additional cost beyond the standard pricing information).

5. 2 Mandatory System Requirements

In additional to the system requirements contained in Appendix A, the following mandatory requirements must be met. Offerors who cannot meet the mandatory requirements herein should not respond.

A. At a minimum, Authorized Users of any proposed cloud service must be identified by a User ID and Password combination as well as multifactor authentication (MFA) using SAML, via the use of email, or via text.

B. The cloud service must use and support https with TLS 1.2 or higher, for all data in motion and encrypt any data at rest that is with-in the cloud service using AES256 or higher.

C. The system will have capability to interact with the underlying database through APIs while also enabling Extract-Transform-Load (ETL) operations to extract data into the County data warehouse or other analysis environments.

5. 3 General Vendor Requirements:

A. Disclosure of security reports (yearly SOC II reports) related to the data center hosting the system.

B. Clear timely communications with the County Departments of HR and IT regarding any changes to the Digital Experience of County users, i.e., performance, adherence to Service Level Agreements, issues, and other contractual matters as needed.

5.4 Data Analytics and Reporting

The system shall have a robust data analytics and reporting features to include:

A. The ability to create standard and custom reports, dashboards, course summaries and activity reports within the application.

B. The ability to track application data and identify key HR metrics and trends by department, course enrollment, course attendance, activity pass/fail rate, average test score, training completion percentage rate (dept/worker's comp code), training cancellation (drop-out) rate, average time to completion, cost per attendee, training hours per employee, employment status (FT/PT regular or temporary positions) and assigned team members.

C. Ability to run demographics by department.

D. The ability to use enterprise Business Intelligence (BI) tools such as SQL Server Reporting Services (SSRS) and Microsoft PowerBI for custom reports of the application data outside of the application interface.

E. The County shall be the owner of the data and shall have access and permissions to the data at no additional cost.

F. The Contractor shall provide the methodologies for accessing the data. The Contractor-supplied data access needs to be at an acceptable performance level so that the data can be readily accessed without any timeout errors.

G. The vendor shall provide the data dictionary.

5. 5 Project Manager Requirements

The Contractor shall assign a Contract Project Manager (CPM) with the necessary qualifications to assure the successful performance and completion of the tasks and to ensure the project schedule and milestones are met.

5. 6 Project Schedule

A. This task shall include any management activities required of the Contractor that will result in the successful completion of the design, integration, testing, and acceptance of the proposed solution and related services as defined in this Contract. Project Management includes, but is not limited to:

1. Project Coordination
2. Project Meetings
3. Progress Reports

B. The CPM shall have full responsibility for identifying the need for organizing, scheduling, and conducting technical and/or management meetings required for the successful completion of the work defined in this RFP and the resultant Contract. At a minimum, one (1) project management (progress) meeting shall be held every two (2) weeks or as otherwise mutually agreed.

C. The County will designate Functional and Technical Project Managers to work with the CPM. The County's Functional Project Manager ("FPM") in DHR will coordinate project tasks assigned to this project. The County's Technical Project Manager ("TPM") will coordinate all technical project tasks assigned to DIT.

D. The CPM shall be responsible for taking all actions necessary to obtain design approvals, input, agreements, etc., from all agencies (DHR, DIT, solution provider, and stakeholders.) This task requires close and continuous liaison with the DHR and the DIT to assure that the requirements of the Project and the needs of DHR are met in all phases of the project. The list of stakeholders and/or supporting Departments and agencies includes, but is not limited to:

1. DHR

2. DIT

E. The kick-off meeting shall be held within thirty (30) calendar days upon Contract execution. As a result, and within ten (10) calendar days of the kick-off meeting, the CPM must provide the County a detailed Project Schedule that sets forth the various project phases with definitive starting and completion dates. In addition, the CPM shall be responsible for providing weekly schedule updates for approval by the County.

F. Contractor shall provide a Project Schedule with the mutually agreed upon start date. This Project Schedule includes, but is not limited to the following:

1. Software customization and/or configuration.
2. System interface with the County's Oracle Human Capital Management (HCM). The interface will meet or exceed the data requirements as stated in the current solution detailed at section 3.2.D above.
3. Delivery of documentation.
4. Implementation schedule.
5. Training schedules.
6. Testing and System acceptance. The Contractor shall provide a Project Manager with the necessary expertise and support to oversee and perform the tasks involved to ensure successful and timely implementation of the System.

5. 7 <u>Training</u>

The Contractor shall provide the necessary training for County users. This training must assure that the users will be capable of continued operation of the System and that systems development staff will be capable of maintaining the software and handling the diagnosis of application problems. Appropriate training, knowledge transfer, and system documentation shall be provided to ensure operations, maintenance, and troubleshooting. The training plans should also include related costs and materials, i.e. Reference Guides, User Guides and Online Tutorials, etc.

The training is required for the following:

A. Designated training for approximately five (5) DHR Staff

B. A minimum of three (3) trainings for approximately 100 end users

5.8 <u>Right to Audit</u>

The County reserves the right to audit the security of the Contractor's technology solutions, at the County's expense.

5.9 Warranties

Warranty Provisions

The following requirements are applicable to all maintenance and repair services supplied by the Contractor or respective subcontractors, both under and outside of warranty.

1) The Contractor shall warrant that all customizations or any County of Loudoun specific items, hardware, customizations, and software supplied by the Contractor and the integration thereof will be free from defects in material, design, and workmanship for the warranty and maintenance period purchased.

2) The Contractor shall provide a minimum one (1) year warranty period from the date of final System acceptance. The Contractor shall warrant that all hardware and software supplied will be free from defects in material, design, and workmanship for the warranty period and any extended warranty or maintenance period purchased. This warranty shall cover all parts, labor, and travel related to all the hardware and software supplied under the Contract.

3) The Contractor shall provide a detailed description of the offered warranty and any available extended warranty. This description shall include a description of specific items and support services and system upgrades to be provided outside of the standard SaaS maintenance agreement coverages. Names, addresses, telephone numbers, and contact person for all service facilities shall be identified in the proposal. During the warranty period, the Contractor shall provide support services 24-hours a day, 7-days a week (24/7). This service shall be available any hour of the day via a toll-free dial-up number. The Contractor or its subcontractors shall have the ability to access the System remotely for troubleshooting and to perform system diagnostics.

4) For all critical system problems, major system failures or critical priority software errors reported, the Contractor shall provide an immediate response to the incident and shall initiate corrective action no longer than thirty (30) minutes from time of notification. Within two (2) hours of any critical system problem, major system failure or critical priority software error, Contractor personnel shall be either on-site or logged into the System to analyze the cause of the problem and to effect corrective action. Equipment or components required on-site for emergency maintenance shall be specified and provided.

5) Any hardware procured for this System through the Contractor will require hardware support in the same manner as the software support described in this section.

6) In all instances of a critical system problem, major system failure or critical priority software error, whether hardware or software related, the Contractor, and/or the provided network support partner, shall provide corrective action within four (4) hours of problem reporting or escalate the problem to their senior support staff for their immediate resolution at no added cost to the County.

7) The Contractor shall provide documentation (Disaster Management Plan) of repair escalation policies and procedures to be followed if either a hardware or software problem is not responded to or resolved within the timeframes referenced above. The Contractor shall provide the names and contact information for managers and senior level managers listed in the escalation procedure.

8) The Contractor shall warrant that all systems, applications, hardware, and software supplied under the contract will be operational and available 99.999 percent of the time during the warranty period or the warranty period will be extended on a day-for-day basis for each day the System performance falls below this level.

9) The Contractor shall provide a detailed statement of warranty exclusions. The County reserves the right to reject any proposal based upon stated exclusion of warranties.

10) The County reserves the right to accept or reject any and all proposed services, vendors, or providers, and/or the use of any proposed service facilities, at the sole discretion of the County.

5. 10 General Maintenance Provisions

The following requirements are applicable to all maintenance and repair services supplied by the Contractor or respective subcontractors, both under and outside of warranty.

A. The Contractor shall provide a five-year (5) system maintenance plan to commence at the expiration of the warranty or, if purchased, after the extended warranty period. This maintenance plan shall cover all labor and travel related to all the software supplied under the Contract and provide financial rebates to the County if the terms of the Maintenance Agreement are not met.

B. During the maintenance plan period, the Contractor shall provide support services eight (8)-hours a day, five (5)-days a week. This service shall be available any hour of the day via a toll-free dial-up number. The Contractor shall have the ability to remotely access the

System via system access methodology, supplied with the system, to troubleshoot and perform system diagnostics.

C. For all critical system problems reported, the Contractor shall provide an immediate response, and shall initiate corrective action no longer than thirty (30) minutes from time of notification. Within two (2) hours of any major failure reported, if the problem has not been corrected, Contractor personnel shall be on-site or logged into the system to analyze the cause of the problem and to effect corrective action.

D. In all instances of a major system failure, whether hardware (if Contractor provided) or software related, the Contractor shall affect corrective action within four (4) hours of problem reporting or escalate the problem to the next higher tier of support for immediate resolution at no added cost to the County.

E. The Contractor shall provide all labor, equipment, materials, and expenses necessary to ensure that the System is in good operating condition for any period covered under the maintenance agreement. All services provided shall be in conformance with the software vendor specifications. The Contractor shall provide software and other materials and expenses necessary to maintain the application software system in good operating condition, including upgrades, as part of the price for maintenance for those years in which the County has purchased maintenance from the Contractor.

F. Operating software updates for corrections, enhancements, and refinements to purchased capabilities shall be provided by the Contractor as part of the price for maintenance for those years in which the County has purchased maintenance from the Contractor.

G. The Contractor shall warrant that all software supplied under the contract will be operational and available 99.999 percent of the time during the maintenance period or the maintenance period will be extended on a day-for-day basis for each day the System performance falls below this level.

H. There shall be no system downtime for routine maintenance or system backups. The Contractor shall provide a detailed explanation of any required (scheduled) system processes that may require downtime.

I. The cost of the maintenance plan shall be itemized on the cost sheets. The County may purchase one (1) or more additional years of support and maintenance, and other specified ongoing services, on a year-by-year basis, or purchase a multi-year support agreement.

J. The County reserves the right to accept or reject any and all proposed services, Contractors, or providers, and/or the use of any proposed service facilities, at the sole discretion of the County.

5. 11 System Warranty and Ongoing Maintenance Support

The first (1st) year of maintenance will be deemed “System Warranty” and shall be provided at no charge to the County.

A. The Contractor shall provide a fixed cost for maintenance fees for years two (2) through five (5) as provided in the pricing proposal herein. In addition, the Contractor shall provide a fixed percentage for increases for years thereafter but in no case shall any increase in any given year exceed ten percent (10%) from the previous year’s maintenance fees.

B. It is required that any selected Contractor maintain compliance with all State and Federal mandates, updates, and modifications related to the System as part of the support they provide.

5. 12 Help Desk Support

The Contractor shall provide system support (help desk operations) with dedicated staffing during normal business hours and shall be available for emergencies off hours at all times. Coverage should consist of technical support during the hours Monday through Friday from 8:00 AM EST until 6:00 PM EST, including County-observed holidays, and off-hour support from 6:00 PM until 8:00 AM EST.

6.0 TERMS AND CONDITIONS

The Agreement for Service (“Contract” or “Agreement”) with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror’s additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so, provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of Human Resources or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of Human Resources or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

6.2 Term

The term of this Contract shall be for a period of five (5) years after system implementation. The Contract will automatically renew on an annual basis at the expiration of its term, unless terminated by either party by providing at least ninety (90) days notification of termination or otherwise terminated in accordance with this Agreement.

Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be negotiated and agreed to by the parties.

6.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6.4 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.7 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Agreement.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Agreement provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Agreement or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:
Coverage A: Statutory

Coverage B: $100,000

2. General Liability:
Per Occurrence: $1,000,000
Personal/Advertising Injury: $1,000,000
General Aggregate: $2,000,000
Products/Completed Operations: aggregate $2,000,000
Fire Damage Legal Liability: $100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:
Combined Single Limit: $1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Agreement, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request

additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. a. The Contractor agrees to provide insurance issued by Companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

   b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

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

   b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

   c. Any certificates provided shall indicate the Contract name and number.

6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of the liability provisions of the Agreement.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Agreement.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.8 Hold Harmless

A. Contractor shall, at its own cost, defend and hold harmless any claim or suit brought against the County on the issue that the software infringes a United States copyright, patent, trademark, trade secret, or other intellectual property right of a third party provided that the County (i) notifies Contractor promptly in writing of any such claim or suit; (ii) gives Contractor full information and assistance in settling and/or defending the suit; and (iii) gives Contractor full authority and control of the defense and/or settlement of any such action. Contractor shall not be liable for any costs or expenses incurred (i) by the County without Contractor’s prior written authorization; (ii) for any claim based on the use of a combination of the Contractor’s software with any other software not provided by Contractor; (iii) for any claim based on the County’s modification of the software; (iv) from use of other than the latest available version of the software, provided that the version containing the correction of the infringement has been made available to the County at no charge; or (v) any transaction entered into by the County relating to the software without the Contractor’s prior written consent.

If the software becomes subject to a claim of infringement for which the Contractor may become liable, Contractor may at its option (i) obtain the right to continue using the software; or (ii) replace or modify the software to make them non infringing so long as the replacement or modification meets substantially similar specifications; or (iii) County and Contractor may elect to terminate the Agreement in the event that Contractor is unable to perform under (i) and (ii) above. All payment obligations of the County shall be suspended until Contractor provides one of the remedies described.

B. Contractor shall indemnify, defend, and hold harmless the County and its affiliates, against any liability, demands, damages, expenses, and losses for death, personal injury, illness, or property damage arising out of the Contractor’s breach of its representations, warranties, or performance, or based on an alleged defect or design error in any element, part, or combination thereof in the software.

C. In the event Contractor becomes liable to County or any other party for direct or any other damages for any cause whatsoever, then the aggregate liability of the Contractor for all damages, injury and liability incurred will be limited to an amount equal to the Contractor's insurance coverage as required in Section 6.7. However, the foregoing limitation shall not apply to:

1. Damages caused by Contractor's gross negligence or intentional acts or omissions.

2. Claims for damages for infringement.

D. The County is prohibited from indemnifying Contractor and/or any other third parties. Notwithstanding the foregoing, the County shall be responsible for the actions and/or omissions of its board members, officers, employees and agents during their use of the software, including the negligent use, misuse or reproduction of Software. Further, the County expressly waives any and all actions against Contractor for claims resulting from the negligent acts or omissions of the County, its board members, officers, employees and agents. Provided, however, this waiver shall not be deemed to be a waiver of the County's sovereign immunity or defense thereof.

6.9 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.10 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities

Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.11 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.24377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into- by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.12 Employment Discrimination by Contractors Prohibited *

Every Contract of over $10,000 shall include the following provisions:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, 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.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.13 Drug-free Workplace *

Every Contract over $10,000 shall include the following provision:

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 behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.14 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.15 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.16 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.17 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable, and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.18 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.19 Ordering, Invoicing, and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of Information Technology
PO Box 7300
Leesburg, VA 20177

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.20 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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 as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.21 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.22 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived, and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.23 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.24 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.25 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.26 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR

TBD

TO COUNTY ((a) and (b)):

County of Loudoun
Division of Procurement
1 Harrison Street, S.E., 4th Floor
Leesburg, VA 20177
Attn: Diane C. Smith

TO COUNTY (c) :

County of Loudoun
Division of Procurement
P.O. Box 7000
Leesburg, VA 20175
Attn: Diane C. Smith

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

6.27 Licensure

To the extent required by the Commonwealth of Virginia (*see e.g.* 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.28 Authority to Transact Business in Virginia *

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.29 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

6.30 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

6.31 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.

2. Access or attempt to access information beyond their stated authorization.

3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

6.32 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.33 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

6.34 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.35 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.36 Section 508 Compliance

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

6.37 Non-Visual Access to Technology

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

A. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means.

B. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts.

C. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

D. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

7.1 **System**: Design, functionality, capabilities, reporting and management of the proposed learning management system (Ability to meet/exceed the requirements contained herein described in Section 5.0) **(20 points**)

7.2 **Related Experience**: Overall qualifications and experience of the firm, project team, and any subcontractors, including previous experience in providing these services to a public entity or organization the size of the County. Quality of references; satisfaction of former clients **(20 points)**

7.3 **Program Support/Training**: Availability of support services, help options and ability to implement and deliver all online learning content within 90 days after being awarded the contract **(20 points)**

7.4 **Cost of services –** Appendix B (Offeror Pricing Proposal **(20 points)**

7.5 **Compliance with Contract Terms and Conditions** in Section 6.0 **(10 points)**

7.6 **Overall quality and completeness of proposal**, including demonstration of system in interview **(10 points)**

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with <u>only</u> the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

8.1 Technical Requirements: The first section will consist of a technical document describing in detail how you would fulfill the requirements of this procurement.

A. Provide a description of the design, functionality, capabilities, reporting and management of the proposed system. Be prepared to demonstrate the capabilities of the system if selected for an interview.

B. Provide specific plans for the implementation and provision of services including what, when, and how the services will be performed.

C. List of proposed equipment including operating parameters, illustrations if applicable.

D. Time frame for completion of training.

8.2 Related Experience: Ability to meet and exceed requirements contained herein.

C. Describe your firms experience with similar contracts undertaken by your firm.

D. State your firm's ability to perform ALL tasks as listed in Section 5.0 above.

E. Describe what information, documents, staff assistance, facilities or other resources your firm would require from the County to complete your work.

F. Identify what additional resources your firm has available to you to best meet the online learning needs of the County.

8.3 Experience of firm and dedicated staff who will be assigned to this engagement.

A. Provide a brief history of the organizational structure of your firm, demonstrating the qualifications of your firm.

B. Identify the key personnel from your firm that would be assigned to this Contract. Include a brief description of their qualifications and job functions and years of related experience, and years with the firm. Provide detailed resumes that include successful contracts similar to the requirements contained herein.

C. If two or more staff will be assigned to this project, include a simple organization chart that clearly delineates communication/reporting relationship among project staff. Designate a Project Manager or Lead Consultant who would become the County's primary contact.

D. Offerors shall provide information describing any certifications, special credentials, or special industry designations held by staff that will be assigned to this engagement.

E. Offerors shall provide information describing any suspensions, revocations, reprimands, or legal actions taken against staff.

F. Current/past performance in similar activities – provide a list of at least three (3) public/government agencies for which your company has provided similar services over the last five (5) years. Include in your list: Client (contact person name, title, full address, email, and telephone number of a reference within each agency); period of contract; value of contract; services provided that includes a description of the implementation and any customizations that were required, and results. The County may contact these agencies for references. Failure to include references may be cause for rejection of proposal as nonresponsive. Firm hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

G. The Offeror must provide a detailed work plan to include a sample standard course agenda and online structure. All deliverable items shall be identified and described.

8.4 Cost of Services

Offerors must submit cost information with their proposals on the attached Appendix B, Offeror Pricing Proposal. In order to be acceptable, the cost and pricing information must contain the following elements:

A. Implementation of the learning management system (LMS), which includes branding, configuration, third-party integration, and data transfer (including courseware, learners and learning history)

1. Implementation Fee: Provide a Firm Fixed Price (FFP) for: (1) branding and configuration; (2) integrations; and (3) data transfer.

B. Hosting costs, if applicable

C. Additional warranty years

D. Training costs

E. Customization of functionality after go-live, such as custom reports

F. On-going LMS support, after go-live

G. License Fees – cost per user per year

H. Software maintenance fees following the implementation period

1. Provide the maintenance cost for implementing new versions of the LMS software, if any.

8.5 Compliance with Contract Terms and Conditions

State your firm's compliance with the Contract Terms and Conditions as listed in Section 6.0. Specifically list any deviations.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.

B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.

C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.

D. All proposals shall be signed in ink by the individual or authorized principals of the firm.

E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.

F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on February 2, 2023. An atomic clock is located in the Division of Procurement and can also be verified by visiting http://www.time.gov Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

G. Proposals must be submitted via one of the following options:

US Mail to:
County of Loudoun, Virginia
Attn: Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000;

or

Hand delivered to:

County of Loudoun, Virginia
Attn: Division of Procurement
1 Harrison Street, S.E., **1st Floor, Procurement Bids and Proposals Drop Box**
Leesburg, Virginia 20175.

or

Private carrier (UPS/FedEx) to:

Loudoun County Procurement
1 Harrison Street, S.E.,
ATTN: PROCUREMENT BIDS & PROPOSALS
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time.

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

ALL PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M.

Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

H. Each offeror shall submit one (1) original and *one (1) electronic copy (in PDF format) on a USB flash drive* to the County's Division of Procurement as described herein.

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received *by 12:00 p.m. January 18, 2023.* It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.4 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

9.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.
If a general partnership, any general partner may sign.
If a limited partnership, a general partner must sign.
If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.
If a regular corporation, the CEO, President or Vice-President must sign.
Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.7 Withdrawal of Proposals

A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.8 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.9 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.10 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.11 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

9.12 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to offeror, if requested, at offeror's expense. Each sample must be marked with offeror's name and address, RFP number, and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

9.13 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.14 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured**.**

9.15 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.16 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.17 Miscellaneous Requirements

A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.

C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.

D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.18 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov).

9.19 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

9.20 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

9.21 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein 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 Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at http://www.scc.virginia.gov/default.aspx.

9.22 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

9.23 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

9.24 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

9.29 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.

9.30 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.

Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor
Leesburg, Virginia 20175

10.0 PROPOSAL SUBMISSION FORMS

ONLINE LEARNING SYSTEM

THE FIRM OF:____

Address:____

____

FEIN____

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 581784 for the price as stated in the price proposal.

A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:		INCLUDED: (X)
1.	W-9 Form:	______
2.	Certificate of Insurance:	______
3.	Addenda, if any (Informality):	______

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM:		INCLUDED: (X)
1.	Addenda, if any:	______
2.	Payment Terms:	______ net 30 or _______ Other
3.	Proof of Authority to Transact Business in Virginia Form:	______
4.	Minimum Qualification Documentation (4.0)	______
5.	References (County Form) (p. 45-46):	______
6.	Proposal Submission Format (8.0):	______

NOTE: The Two Items that follow (7. and 8.) Must be submitted in MS Excel Format on the USB drive

7. Appendix A – Detailed Functional Requirements: _____
8. Appendix B – Offeror's Pricing Proposal _____

Person to contact regarding this proposal:____

Title:____________________________Phone:_____________Fax:______________________

E-mail:____

Name of person authorized to bind the Firm (9.9):_________________________________

Signature:____Date:______________

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein 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 Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A._____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is ______________________.

B._____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is ______________________.

C._____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

____
Legal Name of Company (as listed on W-9)

____
Legal Name of Bidder/Offeror

____
Date

____
Authorized Signature

____
Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 581784

Please take the time to mark the appropriate line and return with your proposal.

☐ Associated Builders & contractors	☐ Loudoun Times Mirror
☐ Bid Net	☐ Our Web Site
☐ Builder's Exchange of Virginia	☐ NIGP
☐ Email notification from Loudoun County	☐ The Plan Room
☐ Dodge Reports	☐ Reed Construction Data
☐	☐ Tempos Del Mundo
☐ India This Week	☐ Valley Construction News
☐ LS Caldwell & Associates	☐ Virginia Business Opportunities
☐ Loudoun Co Small Business Development Center	☐ VA Dept. of Minority Business Enterprises
☐ Loudoun Co Chamber of Commerce	☐ RAPID

☐Other____

SERVICE RESPONSE CARD

RFQ 581784 Date of Service:_________________

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good☐Average☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: ____

____

____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: ____

Address:____

Phone:____________________(day) ______________________________ evening

Please return completed form to: Patty Cogle • Procurement •

PO Box 7000 • Leesburg, VA 20177

RIDER CLAUSE

REFERENCES: RFQ 581784

Reference 1:
Agency Name ____
Agency Address ____
Contact Name ____
Contact Title ____
Contact Telephone ____
Contact Email Address ____
Project Description ____
Project Start/End Dates ____
Organization Size ____
Status / Outcomes (e.g., On Time Go Live?)______________________________
Contracted Services Budget ____________________ / Final Services Budget____________________

Reference 2:
Agency Name ____
Agency Address ____
Contact Name ____
Contact Title ____
Contact Telephone ____
Contact Email Address ____
Project Description ____
Project Start/End Dates ____
Organization Size ____
Status / Outcomes (e.g., On Time Go Live?)______________________________
Contracted Services Budget ____________________ / Final Services Budget____________________

Reference 3:
Agency Name ____
Agency Address ____
Contact Name ____
Contact Title ____
Contact Telephone ____
Contact Email Address ____
Project Description ____
Project Start/End Dates ____
Organization Size ____
Status / Outcomes (e.g., On Time Go Live?)______________________________
Contracted Services Budget ____________________ / Final Services Budget____________________

Reference 4:

Agency Name ______________________________

Agency Address ______________________________

Contact Name ______________________________

Contact Title ______________________________

Contact Telephone ______________________________

Contact Email Address ______________________________

Project Description ______________________________

Project Start/End Dates ______________________________

Organization Size ______________________________

Status / Outcomes (e.g., On Time Go Live?)______________________________

Contracted Services Budget ____________________ / Final Services Budget____________________

Reference 5:

Agency Name ______________________________

Agency Address ______________________________

Contact Name ______________________________

Contact Title ______________________________

Contact Telephone ______________________________

Contact Email Address ______________________________

Project Description ______________________________

Project Start/End Dates ______________________________

Organization Size ______________________________

Status / Outcomes (e.g., On Time Go Live?)______________________________

Contracted Services Budget ____________________ / Final Services Budget____________________

Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D. C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

   1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.

   1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

   2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located.

   2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants.

   2.3 Contract obligations rest solely with the participating entities only.

   2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links: www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives

LOUDOUN COUNTY VIRGINIA | Procurement
Department of Finance and Budget
1 Harrison Street, SE, PO Box 7000 Leesburg, VA 20177-7000
703-777-0403
procurement@loudoun.gov
loudoun.gov/procurement

January 27, 2023

NOTICE TO OFFERORS

ADDENDUM NO. 1

RFQ 581784

The following changes and/or additions shall be made to the original for the Request for Proposal (RFP) for the Online Learning System, RFQ 581784. Please acknowledge receipt of this addendum by signing and returning with your proposal.

1. **PLEASE NOTE:** The Acceptance Date is changed to prior to 4:00 p.m., **February 10, 2023** local "Atomic" Time.

2. Attached are the questions and answers received in response to the solicitation.

3. **Section 1.0 PURPOSE is deleted in its entirety and replaced with the following**:

   The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to obtain proposals from qualified firms to provide a web-based, vendor hosted, online learning management system that includes, but is not limited to, training courses and records management for the staff of Loudoun County.

   The County intends to award one contract for these services.

   Offerors shall meet the minimum qualifications contained in Section 4.0. Failure to meet the minimum qualifications will cause to reject the proposal as non-responsive.

4. **Section 5.9.8 is deleted in its entirety and replaced with the following**:

   8) The Contractor shall warrant that all systems, applications, hardware, and software supplied under the contract will be operational and available 99.9 percent of the time during the warranty period or the warranty period will be extended on a day-for-day basis for each day the System performance falls below this level.

Prepared By: s/Diane C. Smith, NIGP-CPP/CPPB Date: January 27, 2023

Acknowledged By:________________________________ Date: ________________

QUESTIONS AND ANSWERS

Q1. Can the County confirm that in order to participate in this RFP the offeror is required to be a United States (U.S.) firm or can firms outside of the U.S. respond, i.e., India or Canada? Will the firms have in-person meetings? Will the County allow firms to perform the tasks related to RFP outside of the US, i.e., from India or Canada?

A1. The County confirms that the offeror does not have to be a United States firm. However, there will be in-person meetings that the firm will be required to attend. The County does not require the services to be performed within the US.

Q2. Is the County planning on replacing both the Oracle LMS and Vector LMS that they are currently utilizing? Is the County looking for a customized LMS solution?

A2. The intent of the RFP is to replace the Vector LMS as stated.

Q3. Can firms submit the proposals via email?

A3. Please refer to the RFP, Section 9.0 Instructions for Submitting Proposals since it states faxed and emailed proposals will not be accepted.

Q4. Would Loudon County consider offering this as a sole source opportunity?

A4. In accordance with the Code of Virginia, the County is required to compete these services where there are multiple vendors able to provide these services and not a single vendor.

Q5. What is the cost of the current system broken down by software, maintenance and content? What is budget for the new Learning Management System (LMS)

A5. The County currently utilizes the cooperative Contract No. 2050 League of Oregon Cities with an annual spend of approximately $75,000. It is the County's expectation that similar costs will be consistent with the new system.

Q6. When does the County's current LMS contract end and is there a firm date to launch the new LMS? What is the anticipated award date, preferred implementation start date and/or go-live date?

A6. The County is anticipating an award date during the week of April 24, 2023. Future implementation and go-live dates will be based on the actual date of the contract award.

Q7. Can the County provide details on the Oracle integration? What data needs to move between the systems and which Oracle products are involved? How much data do the County have on premise, on the cloud and how much data does the County have in storage?

A7. The County's preferred integration is either through web services or conventional methods. For this project the employees related records will be extracted from E-Business Suite to LMS system. The E-Business Suite is hosted with a hosting provider and moving to Oracle Cloud Infrastructure (OCI). The current Oracle Application database size is 3TB but it's growing fast due to multiple applications.

Q8. In reference to integrating with County systems, is the County able to describe the systems in detail and what does that entail?

A8. Integration with Oracle E-Business Suite, the County plans on using cloud data integration method Representational State Transfer (REST)/Simple Object Access Protocol (SOAP) web services or conventional method. The E-Business Suite is the County's main operational system.

Q9. Will the County require data migration from the current Vector LMS? If yes, please provide approximate volume estimates for the following content items that would migrate to the LMS so an accurate price for this activity can be provided:

A. Number of online courses (SCORM/AICC):
B. Number of materials/PDFs:
C. Number of videos:
D. Number of tests:
E. Number instructor led trainings:
F. Number of curricula:
G. Number of historical transcript data records from any existing applications or processes:

A9. Data migration as follows:

A. Number of online courses (SCORM/AICC): 12
B. Number of materials/PDFs: 13
C. Number of videos: 5
D. Number of tests: 11
E. Number instructor led trainings: 0
F. Number of curricula: 0
G. Number of historical transcript data records from any existing applications or processes: 3938 user records from current provider

Q10. Will the County require the LMS solution to integrate with any virtual training programs, such as Zoom or MS Teams?

A10. No, integration with external training platforms is not required but please note in your firm's proposal response if your firm provides this as an option.

Q11. What languages are required for the LMS solution besides U.S. English?

A11. No, other verbal language however, content must have closed-captioned capabilities.

Q12. Does the County expect an increase in users throughout the term of the contract? How many total users will the County provide this content?

A12. Yes, the County expects an increase in users throughout the term of the contract due to new hires. The total users that will currently be provided this content: 4078

Q13. Does the County have a current third-party content provider? If so, who is the provider and is it possible that the County will retain its third-party content provider?

A13. No, the County will not have a current third-party content provider. The selected offeror will be expected to be the content provider.

Q14. Does the County require the ability to charge a fee for any training?

A14. No, the County does not require the ability to charge a fee for any training.

Q15. What are the County's learning objectives/goals for this new LMS for 2023 and beyond? LMS to manage a complex portfolio of training materials and learning objectives that integrates with County systems. The LMS must provide a personalized data tracking user experience with continuously updated, evolved and engaging learning content that offers customized reporting and analytics in real-time. Primarily used as a way to ensure the workforce completes required training on HR policy and risk management in a user-friendly manner.

A16. Please refer to the County's RFP, which addresses each of these areas.

Q16. What type of eLearning content formats does the County currently use or plan to use (ex. Aviation Industry Computer-Based Training Committee (AICC), Sharable Content Object Reference Model (SCORM), Experience Application programming interface (xAPI), MP4, etc.)?

A16. The eLearning content format the County currently uses: SCORM

Q17. Does the County need to provide access to the public for any training classes? If so, would there be an eCommerce element to this need?

A17. The County does not need to provide access to the public for any training classes.

Q18. Do County administrators assign courses and learning objects or allow learners to self-select or a combination of both?

A18. The County utilizes a combination of both.

Q19. Does the County use any competencies that correlate a job to a course so that as a user who needs a certain skill or competency for a job can see what course(s) they would be required to take?

A19. The County does not use any competencies that correlate a job to a course so that as a user who needs a certain skill or competency for a job can see what course(s) they would be required to take. However, **please note if your firm provides as an option.**

Q20. Besides the Oracle Human capital management (HCM) and LMS integrations, are there any other integrations that are required? If so, please provide a brief description?

A20. No, but the County does not require integrations beyond those referenced. However, the County is open to information on systems/ and virtual training platform with which the firm's software may integrate e.g., WebEx and MS Teams.

Q21. How many full-time versus part-time employees does the County employ? Will the County give LMS access to temporary or seasonal employees? Will both part time and full-time employees be offered the content catalog?

A21. Users are County regular full and part-time employees. Temporary/seasonal employees are given access if required due to position. The total users that will currently be provided this content: 4078

Q22. Will any non-employees' users (residents, vendors, contractors, partners, etc.) need access to the LMS? If so, please describe how the external population will use the system differently than the internal?

A22. No, non-employees' users (residents, vendors, contractors, partners, etc.) will not need access to the LMS.

Q23. Is Vector Solutions one of the vendors to receive this RFP?

A23. Vector Solutions along with any of the vendors able to provide the services will receive the RFP. It is available to the public on the County website at the link: https://www.loudoun.gov/bids.aspx?bidID=837

Q24. Why is the County issuing this RFP? Did the contract with Vector Solutions expire and it is time to reissue or are there issues with the current solution? If the County is looking to replace the system, what are the primary issues with the current system?

A24. See Purpose 1 RFP. Contract w/Vector will expire June 2023.

Q25. Does the County want the vendor system to support the hierarchy of multi-departments with different business rules, brandings, catalogs, etc. for the Public Safety, Health and Welfare, General Government, etc.?

A25. No, separate content catalogs are not required – reporting query field must include department.

Q26. Who is the County's current SSO Security Assertion Markup Language (SAML) provider?

A26. The County's SSO SAML is: Microsoft Azure AD.

Q27. Is the County requesting that the preferred method of authentication uses a Microsoft Active Directory (AD) SAML 2.0 compliant solution but will accept a user ID and password combined with Multi-Factor Authentication (MFA) in lieu of the SAML approach if SAML is not available? If not, please clarify.

A27. The County prefers Azure AD authentication with MFA.

Q28. Does the County need a 'blended' authentication approach where some users will use Single Sign-on (SSO) and other users will use the LMS's native ID and password for access?

A28. The County prefers Azure AD exclusively as the authentication approach.

Q29. In Section 5.9.3, the RFP refers to the warranty period and the County requires 24/7 support via a toll-free dial-up number. In section 5.11 the RFP refers to the first year of maintenance will be deemed system warranty. Does the County require 24/7 phone support for the first full year of the contract?

A29. The County does require 24/7 phone support for the first full year of the contract.

Q30. Will the County allow the GSA schedule 70 or the Commonwealth of Virginia VITA as the contract vehicle for this transaction?

A30. The County has elected to proceed with a solicitation for these services and will not utilize any of the cooperatives, including VITA and GSA.

Q31. Does the County currently have a provider for hosting, delivering and recording live events? If so, can the County identify the provider?

A31. The County does not currently have a provider for hosting, delivering and recording live events.

Q32. In Appendix A, RCM-5.0, the RFP refers to "Ability to host, deliver and record live events". Can the County describe this use case more fully?

A32. The use case is as follows:

County is interested in offerors providing an option for integration with virtual training platforms to allow Instructors/Hosts to schedule WebEx/MS Teams sessions via LMS;

Users see and can join WebEx/MS Teams scheduled sessions in LMS in their learning path;

Users can access WebEx/MS Teams recordings via LMS.

Q33. In Appendix A, RCM-7.0, the RFP refers to "On-line registration, confirmation, planning, testing, maintenance and retrieval of training records". Can the County clarify what is meant by 'planning, testing, maintenance' in the requirement?

A32. Post-launch: administrator experience in planning/setting up catalogs, or assignments; testing setup; maintenance or simple troubleshooting of issues with training records.

Q34. In Appendix A, SF-9.0, the RFP refers to "Proven Capability of interfacing content with the Oracle Learning Management System (EBS 12.2.10 or higher)".

A. Can the County clarify this use case including what types of content the County would like to interface with the Oracle LMS and what type of process the County envisions (user completions etc.)? Learning content/courses and reporting/analytics.

B. Would learning be tracked in the new LMS or only in the Oracle LMS? Is the idea to host content only in the new LMS? New LMS. Yes.

C. Does the County have an example of a course and how the processes and information would flow between the systems? Employees related records will be extracted from Oracle E-business Suite to LMS system.

A34. A. Learning content/courses and reporting/analytics.

B. Yes, learning would be tracked in the new LMS and the County would host content only in the new LMS.

C. Employees related records will be extracted from Oracle E-business Suite to LMS system.

Q35. Will the County accept non-NFPA certified curriculum that covers the same topics outlined in the requirements?

A35. The County will not accept non-NFPA certified curriculum that covers the same topics outlined in the requirements.

Q36. Is it possible to provide a description/diagram of the current data and process flows between Oracle and Vector? Where the new LMS would replace Vector, are there any changes to how the County would require Oracle and the new LMS to function together?

A36. No, there is not a current data and process flow between Oracle and the system provided by Vector.

Q37. In Section 4.2 of the RFP, the County requests five references, and in section 8.3 F, three references are requested. Can the County clarify the number of references required for this RFP??

A37. The County is requesting a total of five references as stated in Section 4.2 of the RFP.

Separately, in the Section 8.3.F under "Current/past performance in similar activities", the County is requesting that at least three (3) public/government agencies of those five references provided on the Reference pages.

Q38. In Appendix Section LC-CC-1.0 – 2.4 of the RFP, requests the County further define the requirements as follows:

A. Does the County want to procure design and development services for the County courses? No, but please note if your firm provides as an option.

B. Would the County want the selected firm to provide off-the-shelf options for the types of courses listed? Yes.

C. Does the County have existing courses to host in the new LMS? Yes
If so, how many courses would be migrated? See Q9

D. What format(s) are the courses in? SCORM

E. What is the platform that the courses are migrating from to the new LMS? Vector

A38. Responses as follows:

A. The intent of the RFP was not to procure design and development services for the County courses. However, please note in your proposal response if your firm provides this as an option.

B. Yes, the County would want the selected firm to provide off-the-shelf options for the types of courses listed.

C. Yes, the County has existing courses to host in the new LMS? If so, how many courses would be migrated? Please refer to Q9 and the response provided.

D. The courses are formatted in: SCORM

E. The courses are migrating from Vector to the new LMS?

Q39. In Appendix Section LC-SF-1.2 of the RFP "-Oracle", Can the County explain the required functionality be requested?

A39. In general Integration with Oracle E-Business Suite is required.

Q40. In Appendix Section LC-SF-8.0 of the RFP "Ability to attach or embed County policies into selected course content", Can the County explain the required functionality be requested is it to add documents within the courses?

A40. Offeror should provide the functionality that will allow the addition of documents within the courses and/or position as an attachment or job aid to the courses.

Q41. The County requested a minimum of three (3) trainings for approximately 100 end users. If a firm offers training for staff/administrators/instructional designers/teachers, can the County specify what "end users" means to better understand organization's activity needs and prepare a training plan and how many end users the LMS will eventually have? What should be included in the Training Plans mentioned? Would the County like the vendor to provide costs for optional Reference Guides, User Guides, Online Tutorials in addition to instructor led training for administrators?

A41. The composition of the County users is as follows:

End users: 64 users within County depts;

30 Dept of HR users and

6 Dept of Information Technology users.

Training plans should be specific to Administrators, End-Users, and DIT Helpdesk.

Yes, offerors should provide costs for referenced materials.

Q42. In Section 5.9 of the RFP, the County requested 99.999% platform availability. While a firm's uptime regularly exceeds 99.9%, the SLA is built around the industry standard of 99.9%. Can this requirement be updated to reflect the industry standard of 99.9%?

A42. Yes, the County will change the platform availability to the industry standard of: 99.9%.

Q43. Are the team members work remotely?

A43. Yes, team members may work remotely.

Q44. Are vendors able submit their standard terms and conditions along with the exceptions to the County's Terms and Conditions?

A44. Yes, offerors able submit their standard terms and conditions along with the exceptions to the County's Terms and Conditions

Q45. Are vendors required to provide responses to Section 4.0, 5.0, and Section 8.0 of the RFP in addition to submitting Appendix A and B? As there are few duplications between these sections.?

A45. Firms are not required to duplicate their responses. However, all offerors are required to ensure that responses and documentation is required as discussed in the RFP.

Q46. If the resources a firm submits at the time of proposal submission are not available at the time of a potential contract award, will firms be able to replace those personnel with equally qualified resources?

A46. The County must be notified of intent to replace and permitted to vet.

Q47. Do firms submitting a response to the RFP have to be ISO/IEC 27017 certified?

A47. The County does not currently require that offerors be ISO/IEC 27017 certified. However, if an offeror has this certification, please provide evidence of compliance.

Q48. How many reports is the County is expecting per month?

A48. The County needs the ability to run reports in-house on an ad-hoc and scheduled basis.

Q49. How many resources is the County forecasting for Helpdesk support? Is the desired help desk support intended for system support (for administrators) or for the end users?

A49. The County has a helpdesk team to assist with simple users' issues e.g., login. The County expects the selected vendor to provide sufficient support 24/7.

Q50. In Section 5.6.F.3 of the RFP, can the County clarify what type of documentation is requested for "Delivery of documentation"?

A50. The successful offeror will submit all documentation related to the Project Schedule, including a date on the schedule that includes documentation delivery – requirements, implementation documents, training documents, etc. This will include all items related to the project.

Q51. In Section 8.3.G of the RFP, can the County clarify what the County would like to see for a "sample standard course agenda and online structure"? Is this for a sample of content to be provided or agenda for the administrator training as part of the implementation work plan?

A51. Yes, offerors should provide a sample of content that the offeror plans to provide.

Q52. Does the prime or the subcontractor have to meet the minimum requirements, and which is responsible for providing the SOC2 reports the prime or subcontractor?

A52. The firm that is submitting the proposal response is responsible for complying with all requirements of the RFP including the Offerors Minimum Requirements and the submission of the SOC2 reports.

Q53. Does the County of Loudoun have any mandatory Small Business Enterprise/ Minority Business Enterprise/Women Business Enterprise SBE/MBE/WBE Programs, etc. for this contract?

A53. The RFP does not have a requirement for any of these programs for this solicitation.

Q54. Do firms have to provide a license to do business with the Commonwealth of Virginia or a license to Transact Business in Virginia as well as a certificate of insurance?

A54. The County requires that all firms register with the Commonwealth of Virginia State Corporation Commission and provide proof of the registration by completing the Proof of Authority to Transact Business in Virginia Form on page 43 of the RFP. Firms must submit an informational COI with their proposal as stated in the RFP.

Q55. Would the County consider the execution of two separate contracts – one for the software and one for the services (implementation) or would the County require proposals to be for one contract with a subcontractor relationship as needed?

Additionally, if a firm is partnering with a firm to provide the software/services would the County require the references, qualifications, etc., to focus on the software itself or the services provider?

A55. The County plans to award a single contract for these services.

The County requires that the firm submitting the proposal provide the information requested in the RFP as it relates to the firm's references and qualifications.

Q56. Has the County seen demos from LMS Providers?

A56. The County has not been provided demonstrations from LMS vendors.

Q57. Would the County waive the requirement of manual signature and accept electronic signature? Also, request the County remove the hardcopy submission requirement in its entirety and allow for electronic (email) submission of response OR allow for submission of flash drive(s) only.

A57. The County does accept electronic signatures on the Proposal Submission Form and the County is able to accept the original hard copy as the one physical copy required.

The County is not able to completely eliminate the requirement for a hard copy of the proposal response and allow a total email submission or flash drive submission due to the vulnerabilities found in email submissions and inaccessible flash drives.

Q58. Does the Country require the Cost Proposal to be sealed separately from the Technical Proposal.

A58. The County does not require that the Cost Proposal and the Technical Proposal be sealed separately.