



REQUEST FOR PROPOSALS

ISSUE DATE: August 25th, 2023

ISSUE TITLE: ERP Solution and Implementation Services

ISSUING AGENCY: Northwestern Community Services Board
209 W. Criser Road, Suite 300
Front Royal, VA 22630

CONTRACT PERIOD: Ten (10) years with one (1) 10-year renewal option or two (2) 5-year renewal options

Sealed proposals will be received for furnishing services described herein until September 15th, 2023, at 2:30 p.m.

All inquiries for information should be directed to:

Bonnie Mihill, Purchasing Agent
Northwestern Community Services Board
209 W. Criser Rd., Suite 300
Front Royal, VA 22630
Telephone: 540-636-4250, Ext. 2247
Email: bonnie.mihill@nwcsb.com

If Proposals are mailed, **send directly to the Purchasing Agent at the address shown above.** If Proposals are hand delivered, **deliver to the address shown above.** Envelopes should be marked "NWCSB ERP PROPOSAL". Additionally, **proposals can be submitted electronically** in eVA at the following link: www.eva.virginia.gov.

PROCESS AND TIMELINE: The Northwestern Community Services Board plans to make a final decision regarding their ERP Solution and Implementation Services RFP by October 16th, 2023.

As such, the following tentative timeline has been established:

08/25/2023	Request For Proposals (RFP) Released
09/06/2023	Optional Pre-bid Conference @10:30a.m.
09/08/2023	Closing Date for Questions until 4:00p.m.
09/11/2023	Final Addendums Posted by COB
09/15/2023	RFP Responses Due by 2:30p.m.
09/25/2023	Interviews / Demos will be held 09/25/2023 – 10/06/2023
10/16/2023	Announcement of Intent to Award

It is the Offeror's responsibility to assure that proposals are received at the location indicated by the date and time above. This complete document with all attachments must accompany your proposal, with all information and signatures applied as required.

OPTIONAL PRE-BID CONFERENCE: An optional pre-bid conference will be held via Microsoft Teams on **Wednesday, September 6th, 2023 at 10:30 a.m. Contact purchasing agent for Microsoft Teams invite.**

In compliance with this Request for Proposals and to all the conditions imposed herein and herein incorporated by reference, the undersigned offers and agrees to furnish the goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Offeror Name and Address:

Date: _____

By: _____
(Signature in Ink)

Name (Printed/Typed)

Telephone No.: _____

Title: _____

FEI/FIN Number: _____

Years in Business: _____

*Offeror ____ DOES ____ DOES NOT consider his/her firm to be a minority owned business.
Offeror ____ IS ____ IS NOT certified as a minority business by the Virginia Department of Minority Business Enterprise.

*Offeror ____ DOES ____ DOES NOT consider his/her firm to be a woman owned business.
Offeror ____ IS ____ IS NOT certified as a woman business by the Virginia Department of Minority Business Enterprise.

*Optional Information: Minority contractors are encouraged to submit proposals; however, minority or woman-owned status does not influence award.

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1.0 PURPOSE: The purpose of this Request for Proposal (“RFP”) is to solicit sealed proposals to establish a contract through competitive negotiation for a comprehensive, cloud-hosted, Enterprise Resource Planning System (“ERP”) from an established vendor that will support numerous functions of Northwestern Community Services Board (“NWCSB”) including but not limited to Accounting & Finance, Human Capital Management, and Procure-to-Pay. The implementation period is expected to begin shortly after contract award and the duration will be dependent upon the successful Offeror’s proposed implementation plan and timeline.

2.0 BACKGROUND: Northwestern Community Services Board (NWCSB) provides behavioral and medical health services in the Virginia counties of Clarke, Frederick, Page, Shenandoah, and Warren, and the City of Winchester.

3.0 STATEMENT OF NEEDS:

This section of the RFP provides an overview of the overall requirements for the solution. The following represents the Requestor’s requirements and needs for the system, and for each module. Offerors are expected to review and acknowledge whether each requirement is a current capability in their proposed system.

3.1 GENERAL REQUIREMENTS:

3.1.1 BACKGROUND

Northwestern Community Services Board (NWCSB) recognizes that with a new system comes the opportunity to evaluate the core business processes and to re-engineer these processes to achieve greater efficiency, increased accuracy, and improved access to information to support enhanced decision-making. The primary focus of these efforts will be the automation of processes, including options to initiate transactions at the point of origination within the departments and then have these transactions workflow move electronically to the appropriate organizational area. NWCSB desires to implement a robust, integrated, cloud-hosted (SaaS), ERP Human Resources and Financial system solution that will support the Companies core ERP functions into the future. The system should support the ability to host multiple entities or companies within the same platform.

The following table provides a summary of the estimated number of users for each module. “Core Users” represents the power users in the responsible department. Departmental Users are the users throughout the Company that will have occasional access to the modules for access to reports, entering requisitions and creating procurement documents, research of documentation, entering vendor invoices, or development of the budgets.

Module	Core Users	Departmental Users
General Ledger	5	25
Budgeting	25	50
Procurement	10	300
Accounts Payable	5	25
Billing / Accounts Receivable	5	25
Fixed / Capital Assets	5	50
Employee Self Service	5	300
Human Resources	5	300
Recruitment	5	25

3.1.2 CLOUD HOSTED/SaaS SOLUTION

NWCSB is interested in a solution that is cloud hosted with a minimal on-premise footprint. The Offeror

will be responsible for all infrastructure, all infrastructure support, all software, all software updates, and support, along with providing functional support to core users within the Organization. The Offeror will also be responsible for providing effective information security to protect the system and the information maintained in the system. The system and all components must be hosted in the continental United States. The system will need to provide cloud printing or an associated print server to allow direct printing to local on prem devices as well as security and access controls to those local devices. The ability to have embedded electronic signature capability and or the support of signature device interfaces for wet signatures would be ideal but not mandatory.

3.1.3 INTEGRATION

NWCSB currently utilizes a limited deployment of Tyler Technologies Enterprise ERP (Munis) for Finance, Accounts payable, Procurement and Payroll, with partial use for HRIS. The goal will be to replace all Munis and Hybrid manual process to a unified platform for all ERP operations. The legacy system will require a migration effort with the conversion of legacy paper and manual workflows and current data housed in the current MUNIS SaaS platform. Possible connection, integration or external workflow between our Quailfacts Credible, Electronic Health Records (“EHR”) platform should be considered when designing this proposal. Credible currently incorporates most all billing and revenue workflows. Integration to the Human Resource benefits administration system (NAME), will be need to interface to the HR and Payroll modules proposed. It is necessary for the future financial system platform to support an automated API and REST API interface with other banking, card platform(s), billing platforms, governmental or other solutions. All open communications must be compliant to all federal and state security standards for communications, encryption of data, and access methods.

3.1.4 IMPLEMENTATION SERVICES, METHOD, AND TIMELINE

The selected offeror shall be responsible for proposing a proven implementation methodology and timeframe, to be approved by NWCSB, that will include a detailed review of the current business processes, workflows and methods, with proposals for optimal utilization of system to be implemented that will support reasonable allowances for training, data conversion, testing, workflow changes and parallel system operation. Offerors shall include a proposed implementation timeline as part of their proposal.

3.1.5 DATA CONVERSION

The system should provide appropriate data conversion safeguards that meet current CoBIT (Control Objectives for Information and related Technology) and the data retention standards outlined by the Library of Virginia Standards and all audit best practices. Documentation and data dictionaries capturing the transformation mapping implemented by ETL (Extract, Transform, and Load) or other methods from the original data sources to the Offeror’s system should be provided for NWCSB staff to review and for future reference.

Data conversion will be the responsibility of the Offeror. Data conversion work may be phased; the phases may mirror the module sequence recommended for implementation by the Offeror based on best practices and experience of the Offeror. NWCSB will work with the Offeror to determine how much historical data should be converted into the new system.

The Offeror will be responsible for conversion of data from NWCSB’s existing systems and recommend methodology for the capture of paper or other non-data relevant files. NWCSB will assist with contacting the current system vendor as needed for extraction and conversion assistance and running reports as available from existing systems. The offeror should clearly define the number of conversions, passes, and at which stage data would be included as part of the implementation.

During implementation, the Offeror will work with NWCSB staff to provide means for interfacing/sharing data between newly implemented modules of the system and existing modules of the NWCSB's current system or workflows that have not yet been implemented. Interfacing methods should be designed to minimize manual input yet preserve a sufficient level of transaction level detail.

The Offeror will provide comprehensive system administration training prior to conversion start to help provided internal support for NWCSB staff during the transition, establish roles and permissions for data, modules, and other customizable areas.

3.1.6 SOFTWARE AND SERVICES COMPLIANCE WARRANTY AND LICENSE

The Offeror shall make available the proposed software license agreement and warranty that shall be provided as part of the software license agreement. The Offeror shall also identify the warranty that shall be provided on the services performed by the Offeror. Offeror should describe how they plan to respond to requests for warranty service as well as the timelines associated with this response. A platform security Baseline or a desk check penetration testing result should be provided to show compliance with Federal and State, HIPPA, PII standards.

The Offeror will provision a second or a third data domain to be used for testing and training with the ability to have local administrators to renew/refresh the testing domain for any future trials or adds move or changes. All modules and document repository features will operate under the same RBAC.

3.1.7 SUPPORT AND MAINTENANCE

NWCSB requires ongoing support and maintenance services for the proposed system. The Offeror should clearly identify both technical and functional support with Service Level Agreements (SLA) with mean response time for each module if they are in separate tiers, data storage limits, notifications, which shall be provided as a part of the standard license agreement. This support detail must outline level of effort expected by NWCSB for ongoing support and recommendations on internal staffing levels required to administer the proposed system. This shall include the hours of support as well as the response time that the Offeror guarantees as part of the software license and support agreement. The Offeror shall also describe their customer service and support delivery, including the method(s) of customer service provided (phone, web, live chat, email) and the ratio of customer support staff to customers.

The Offeror should also identify any optional support services and the cost of these services which are offered. The Offeror should also address the availability for customization services and the cost structure associated with those services.

3.1.8 DISASTER RESILIENCE AND AVAILABILITY

The Offeror shall clearly describe their Business Continuity plan and practices or strategy to support disaster resilience and high availability and shall clearly outline the uptime commitments which the Offeror will agree to as part of the software license agreement. The Offeror shall also clearly identify the remedy for NWCSB in the event the Offeror does not meet these uptime requirements or the loss of Data.

3.1.9 CHANGES IN LAWS, REGULATIONS, OR ACCOUNTING STANDARDS

The Offeror will be required to provide software updates or upgrades to maintain compliance with all state and federal and state mandates as part of the maintenance of the system and shall not charge NWCSB for changes to the software required by new or changing laws, regulations, or accounting

standards that impact the operation of NWCSB in the areas administered through use of the ERP software.

3.1.10 INFORMATION SECURITY

The Offeror shall provide a Single Sign On enabled environment with a multi factor authentication that will support a Microsoft Hybrid Active Directory configuration and support a SAML authentication AAD model in the event that all NWCSB systems are migrated to cloud native configuration. Provide triggered event notifications for all security events and changes. Should any certificates be required for encryption, secure connectivity or application data the Provider will issue these certificates and no additional cost. The offer will provide clearly defined strategy for the protection of confidential information, personally identifiable information, or other information which will be managed by the proposed system. This should include information concerning the administrative, technical, and physical safeguards Offeror has in place to ensure the security, confidentiality, integrity, and availability of all data, as well as measures Offeror has implemented to protect against the unauthorized access to, or unauthorized disclosure, use alteration, destruction, or loss of, such data. This should also include details of how data at rest is protected as well as how data in transit is protected. The Offeror shall also address protections against ransomware or other contemporary cyber security threats. The Offeror shall provide a copy of the most recent System & Organization Controls (SOC) Reports (SOC 1 and SOC 2) for review and evaluation by NWCSB as part of the proposal evaluation. Offeror should describe any information security program and any disaster recovery plan maintained by Offeror.

NWCSB will require the ability to conduct routine vulnerability scans and assessments against the Software-as-a-Service (SaaS) solution.

Additionally, the Offeror shall provide a Service Level Agreement (SLA) that outlines remediation timelines for identified vulnerabilities based on their severity level. In the case of critical, high, or medium vulnerabilities being detected, it is essential that they be addressed within a specified timeframe to maintain the integrity of our operations and the services provided.

3.2 FUNCTIONAL NEEDS:

The following represents NWCSB's requirements for the Enterprise Resource Planning (ERP) system at a functional level that includes capabilities by element. Each section contains as many as three sections:

1. **Required** – NWCSB has evaluated the capability and it is included in the scope as a required element.
2. **Potential** – NWCSB has evaluated the capability and deems it to be a potential element for inclusion in the ERP project. In some cases, more information or input from a software vendor may be necessary to aid in the determination of inclusion / exclusion of the element.
3. **Interface** – NWCSB has evaluated the capability and believes that current systems or planned future systems will better deliver the service capability in this area and would seek to understand how proposing software vendors would facilitate and add value to the interface process, where applicable.

I. MANAGE ACCOUNTING & FINANCE

A. Perform general accounting

- Required:
 - General ledger and chart of accounts – system must provide the capability to design, create, and manage the chart of accounts structure with multiple distinct and inter-related segments (including summary-level portions), create general ledger account strings, subledger accounts (if necessary), crosswalk codes (if necessary), and provide

for the ability to allow or disallow usage of various segments of the general ledger account string based upon structural logic;

- Manage financial accounting – system must provide the capability to record financial transactions in compliance with standards promulgated by the Governmental Accounting Standards Board (“GASB”), as well as the Uniform Guidance for federal and state pass-through grants and the agency’s state-mandated performance contract, and other provisions as required (this requirement includes the ability to attach appropriate documentation and audit evidence to transactions in all applicable subledgers);
- Manage fund accounting – system must accommodate fund accounting for all aspects of financial accounting and reporting; this includes the ability to prepare and present a statement of net position, a statement of activities, and a statement of cash flows for individual funds, or for any combination thereof, including combined totals;
- Integrated subledger accounting – system must provide the ability to seamlessly manage and drill-down into all applicable subledger activities supporting general ledger transactions;
- Manage grant and program/project accounting – system must provide the capability to establish grants and programs/projects, and assign owner(s) and manage multiple burden and costing, as well as facilitate grant and program/project accounting to track specific transactions, costs, and allow for allocation of indirect costs to grants and programs/projects as appropriate;
- Manage lease and subscription accounting – system must provide the capability to track all leases (as lessee and lessor) and account for lease activities in accordance with prevailing applicable authoritative literature, and must provide the capability to track all subscription-based IT arrangements and account for subscription activities in accordance with prevailing applicable authoritative literature;

B. Manage and process payroll

- Required:
 - Manage payroll – system must provide appropriate payroll structure and pay periods, including multiple options for payroll timelines and scenarios, and must accurately manage and maintain the entirety of all financial and payroll records of salaries and benefits for each employee, including but not limited to the following:
 - Wages, bonuses, overtime, mandatory deductions on both a pre-tax and post-tax basis, voluntary deductions on both a pre-tax and post-tax basis, allowances, gross pay, net pay, etc.;
 - Tax records, including but not limited to IRS Form W-4, W-2, 1095-B, and the Commonwealth of Virginia’s Form VA-4, etc.
 - Manage payroll provisions – system must provide the capability to appropriately manage any and all relevant payroll provisions to calculate net pay from gross pay, determine appropriate tax withholdings, multiple health/dental/vision and related coverage scenarios, retirement and pension contributions, deferred compensation benefits (both pre-tax and post-tax), other voluntary and/or involuntary third-party deductions and filings, and also must aid in periodic payroll and payroll tax filings with appropriate governing bodies;
 - Process payroll payments – system must provide capability to prepare accurate paychecks and distribute payments via direct deposit with the ability to override for

occasional paper checks; system must also provide for the tracking of overtime, various classifications of paid time off (annual, sick, personal, administrative, bereavement, civic, etc.), and other elements of an employee's compensation;

- Provide employee self-service – system must provide capability to allow employees to access paystubs, tax forms (e.g., W-2, 1095-B, etc.); system may provide capability to all employees to make changes to payroll inputs such as tax withholding and allowances, direct deposit changes, contact information (address, email, phone, etc.);

C. Manage billing and accounts receivable

- Required:

- Manage customer accounts and profiles – system must provide capability to manage (create, add, modify, delete, merge, split) various customer data hierarchies;
- Manage collection activities – system must provide the ability to initiate and maintain receipts of multiple types, track and manage amounts due and amounts past due, correctly apply payments, manage credits, overpayments, and track unapplied payments, and must also have robust reporting capabilities including but not limited to aging reports, reports by customer, reports by revenue type, etc.;
- Compliant Revenue Recognition – system must contain appropriate business rules to facilitate the proper reporting of revenue in the correct fiscal period and year in accordance with matching principles and generally accepted accounting principles (“GAAP”), and must provide income reporting functionality based on all statutory and authoritative guidance;
- Manage billing activities – system must have the capability to produce and disseminate invoices and/or bills as appropriate, and must integrate with general ledger entry and posting;
- Manage receivables – system must provide the capability to maintain and adjust customer balances, invoice/bill amounts, write off uncollectible amounts, and provide historical/statistical data to aid in computing/anticipating uncollectible amounts for estimating collection percentages;

- Potential:

- Manage credit card payments (POS) – system may have capability to process customer credit card payment transactions originating at multiple retail point-of-sale terminals/registers, apply credit card payments to appropriate customer account balances, and record all related transactions (including merchant services fees) to appropriate general ledger accounts;

- Interface:

- Manage customer accounts and profiles – system may need to provide interface capabilities to accommodate transmission of customer profile data as well as billing/financial data from existing EHR system;

D. Manage accounts payable

- Required:

- Invoice processing – system must be able to receive and process invoices digitally, link invoices to associated purchase orders in conjunction with the PROCURE TO PAY module with three-way matching, facilitate check requests, recurring payments;
- Manage payables – system must provide the capability to adjust amounts due / outstanding balances, refund requests and/or credit memos for accounts overpaid,

adjustments to balance due through review and approval workflow, and all other variances, adjustments, and disallowances;

- Invoice workflow – system must contain electronic invoice approval workflow with ability to code invoice payment amount(s) across one or multiple general ledger accounts and program/project codes and grant codes, as appropriate;
- Manage payment process – system must provide the capability to generate payments (singular or batches) across multiple payment methods (specified by vendor) including but not limited to check, ACH / Wire, ePayable (virtual card), etc.; and must provide the capability to consolidate payments onto a single transmission (specified by vendor, with override capabilities); system must provide for review and approval through electronic workflow of payment batches, and must provide payment audit capabilities;
- Manage 1099 process – system must provide the ability to distinguish between vendors required to receive 1099s, generate 1099s, and track and report on 1099s;
- Manage travel and expense reimbursements – system must provide ability to submit electronic workflow requests to authorize travel and/or expense reimbursements including classifications and amounts (e.g., registration, lodging, etc.), ability to review and approve requests, and pay/reimburse for costs as appropriate; (payment may be through Accounts Payable, but preferably as a non-taxable payroll addition);
- Interface:
 - Corporate credit cards/procurement cards – system must provide the capability to import on a regular basis (preferably daily) closed transactions on corporate credit cards / procurement cards to the appropriate general ledger account(s); system may provide the ability to use cards to make payments on purchase orders (with associated encumbrance liquidation); system may provide the ability to pull transaction documentation (receipts, etc.) from the card system into the ERP system's content management module;

E. Manage cash and investments (treasury management)

- Required:
 - Manage banking – system must provide the capability to reconcile account balances to bank statement(s) (across multiple cash accounts and multiple financial institutions) based on applicable transactions from all relevant system modules including but not limited to accounts receivable/billing, accounts payable, payroll, and general ledger, as well as transaction data (interfaced if possible) from banks and financial institutions; must provide capabilities related to the movement of funds (e.g., adjusting cash between multiple accounts); system must provide capability to manage cash balances by both general ledger fund and bank account;
 - Manage cash flows – system must provide tools for creating forecasts as well as for monitoring, analyzing, and optimizing the agency's cash flows (e.g., providing reports and/or data visualizations showing average daily cash balances over a trend period to identify seasonality and high/low balance points during the trend period);
 - Manage risk – system must provide tools for assessing the impact of various risks (e.g., liquidity, inflation, concentration, credit, interest rate, etc.);
 - Manage debt – system must provide the capability to manage outstanding debt and track information related to agency borrowings (purpose, issuance/closing date, type, etc.), differentiate between principal and interest portions of payments and

facilitate payments with auto-generation of appropriate general ledger transactions, track principal balances outstanding, link debt with associated assets, link debt with associated reserve account(s), and monitor lines of credit (track capacity and unused portions, etc.);

F. Manage budgeting and planning

- Required:

- Development of budgets – system must provide capability to develop annual and multi-year budgets and forecasts for the agency, utilizing inputs from budget managers and other responsible staff members, as well as from asset management, debt management, and other core business processes, where appropriate; system must provide tools to measure, analyze, and report on variances (budget-to-actual, forecast-to-actual, etc.);
- Budgetary controls – system must have capability to enforce budgetary control at a determined level (must be configurable) and stop transaction initiation when impact would exceed budgetary limitations with accepted tolerances (must be configurable);
- Consolidation of budgets – system must have the capability to consolidate/aggregate budget submissions from various sources into a single budget that can be presented for adoption and used for operational purposes;
- Capital budgets – system must provide capabilities for developing longer range capital budgets that include financing options such as cash, debt, grants, etc.; capital budgets must have the capability to be carried over across multiple fiscal years;
- Revision of budgets – system must provide multiple budget scenarios for each fiscal year, with one “original” scenario and numerous revisions which aggregate to a “final” scenario;

G. Manage fixed/capital assets

- Required:

- Manage purchase requests for fixed/capital assets – cross-functional capability with PROCURE TO PAY module;
- Manage acquisition and depreciation of fixed/capital assets, to include multiple methods and useful lives by asset category with options for run frequency;
- Manage improvements to fixed/capital assets and adjust calculation of depreciation accordingly;
- Manage maintenance and transfer of fixed/capital assets between business units and locations;
- Manage relationships among fixed/capital assets (e.g., “parent” assets with associated “child” assets);
- Manage construction in progress for fixed/capital asset projects that may span multiple fiscal years and entail disbursements to numerous vendors during construction;
- Manage retirement and disposal of fixed/capital assets, to include appropriate calculation and entry of gains/(losses) on disposal;

- Interface:

- Fleet management solution – system may provide a comprehensive fleet management solution and/or provide an interface with NWCSB’s existing fleet management solution, “Fleetio”;

H. Manage grants (primarily as grantee)

- Required:
 - Manage grant administration – system must provide capabilities to track financial and performance activities related to grants (e.g. revenues requested/received, expenses, restricted cash, grant-related receivables, etc.), and must provide methods of tracking employees and/or positions directly funded by grants, fixed/capital assets purchased with grant funding, and must offer tools to facilitate budget management, program/project management, etc.;
 - Manage grant audits – system must facilitate the collection of documentation and the financial reporting necessary to demonstrate compliance with grant requirements, as well as all statutory requirements, reconciliation of grant funds, and the initiation of any repayments and/or refunds of grant funds, and final grant closure;
- Potential:
 - Manage and pursue grants – system may aid the agency in the identification of grant opportunities, application process(es), management of grant documentation, and submissions to grantors;
 - Manage and establish awarded grants – system may provide capability to establish grants from application process once awarded

I. Manage programs and projects

- Required:
 - Request and approve programs/projects – system must facilitate the request for a program/project and include electronic workflow approval process that aligns with budgetary capabilities and processes;
 - Establish, plan, budget and forecast – system must facilitate the full life cycle of programs and projects, from planning, to budgeting, to forecasting, to completion, to include financial reporting by program/project independent of general ledger account string;
 - Manage program/project execution and performance – system must provide appropriate analytical tools for evaluating performance of programs/projects (e.g., actual budget compared to planned budget, actual project timeline compared to planned timeline, etc.) as well as comparison with other programs/projects;
 - Program/project reporting – system must provide the ability to report the current status of all programs/projects, facilitate dashboard capabilities, variance reports (e.g., budget to actual);
 - Program/project closure – system must allow for the closure of programs/projects at completion and/or end-date;
- Potential:
 - Program/project scoping – system may facilitate the collection and storage of documentation related to the scope of the program/project (e.g., needs, objectives, expected pricing, value to service delivery, expected timelines, etc.);

J. Manage Finance delivery of services

- Required:
 - Metrics, Reporting, and Analytics – system must be able to generate acceptable seated and ad hoc/user-defined financial reports, and offer access to a reporting cube allowing for direct interface with Microsoft Excel and other business intelligence tools such as PowerBI;

- Digital Document Storage – system must accommodate and assist in managing scanning, storage, processing, extraction of digital documents related to a multitude of required financial processes;
- Potential:
 - Self-Service – system may provide ability for users to service themselves (e.g., manage/customize user interface and notifications, reset password, etc.);
 - Service Cases – system may provide a service ticketing system for managing service request cases (e.g. training requests, user-level security change requests, etc.);
 - Policy and procedure repository – system may provide a storage site for policy and procedure documentation with the ability for users to interact with policies and procedures during system use (e.g., menu-driven guidance);
 - User experience – system may provide easily customizable, native user interface with dashboarding and work management tools;

K. Perform period close

- Required:
 - Period management – establish at least 13 fiscal periods in each fiscal year; ability to have multiple fiscal years, and multiple fiscal periods within those fiscal years open simultaneously;
 - Period/cycle closing – checklist of tasks for closing, allocable to various resources during closing process
 - Ability to make entries into closed periods (re-open);
 - Ability to open and close various applications on different timelines (e.g., ability to close payroll prior to closing general ledger);
 - Labor distribution – assign employees via labor schedules and distribute payroll costs among projects, grants, G/L accounts, etc.;
 - Cost allocation – implementation and execution of indirect cost allocation rates for shared services or central service departments to grants and/or projects;

II. **MANAGE PROCURE TO PAY**

A. Manage vendor relationships

- Required:
 - Manage master listing of vendors – system must provide capability to manage the insertion and update of required vendor information, classification of vendors, approvals for updates to vendors (through electronic workflow), and tools to prevent duplicate vendor entries (unique identification on TIN/EIN with multiple remit-to addresses, contact points for various contracts, etc.);
 - Manage vendor on-boarding – system must provide capability to collect vendor information upon execution of contracts, provide appropriate system log-in credentials (if applicable), and provide for the establishment of new vendor account(s);
 - Measure vendor performance – system must provide analytical tools to aggregate multiple data points related to vendors, individually or by classification, to evaluate spend, to identify vendors providing various types of goods/materials and/or

services, to track spend in conjunction with federal and/or state requirements including but not limited to SWaM, veteran-owned, etc.;

- Provide procurement reports and analytics – system must provide capability to generate robust reports and/or visualizations containing procurement and financial data in various formats as defined by end users;

- Potential:

- Vendor self-service (VSS) – system may provide capability for vendors to manage their own accounts, update forms (e.g., W-9s), remit-to addresses, primary contacts/account representatives, update any necessary log-in credentials, etc.;

B. Manage solicitations

- Potential:

- Develop and post solicitations – system may provide capability to develop solicitations using templates and content, send out drafts through defined approval workflows, facilitate search and/or retrieval of solicitation samples/templates through a central repository;
- Manage recurring solicitations/extensions – system may provide planning tools to assist with scheduling and executing recurring solicitations, and may also provide tools for managing the timing and number of remaining renewals on contracts with extension clauses;
- Manage solicitation documents – system may provide offerors self-service access to solicitation documents internally and externally per defined access controls and authoring rights; system may contain electronic forms for completion and submission by potential offerors; system may provide capability to upload bids and/or proposals electronically with date/time stamp for deadline verification; system may provide deadline verification controls to prohibit submission after the solicitation deadline;
- Manage procurement communications – system may provide the capability to distribute and receive communications pertinent to specific solicitations, general communications, and/or communications with specific vendors based upon groupings; system may provide capability to electronically distribute information pertaining to addendums, pre-bid conferences, job walks, etc.); system may provide the capability to receive and answer questions related to posted solicitations;
- Receive and manage bids and proposals – system may provide the capability for offerors to electronically respond to solicitations, submit proposals and supporting document(s), and to provide electronic responses to questions;
- Evaluate bids/proposals – system may provide the ability to electronically score bid/proposal responses based on defined parameters and evaluation criteria;
- Manage protests and inquiries – system may provide tools for communicating in the event of a protest or inquiry, including but not limited to analytics with capability to aggregate scoring and defend award decisions; system may provide capability to monitor and prevent protest submissions after legal deadlines; system may provide the capability to facilitate offeror initiation of and requestor response to protests and/or inquiries;

C. Manage supplier contracts

- Required:

- Develop contracts – system must provide tools to assist in the development of contracts including but not limited to utilization of approved standard contract

clauses and templates; system must provide for electronic workflow for submission and approval of contracts;

- Manage contracts – system must provide tools to assist in continuously monitoring contract status, expiration dates, milestone dates, and extension dates throughout the contract cycle with alerts, reports, and visualizations/dashboards, to include renewal notifications, change orders, and amendments;
- Maintain material and service catalog – system must provide a searchable catalog of goods/materials and services available by vendors currently under contract;

- Potential:

- Manage online catalog – system may provide an online catalog to enable users to purchase goods/materials and/or services from an online catalog;

D. Purchase goods/materials and services

- Required:

- Create and approve purchase requisitions – system must provide the capability to initiate, submit, and approve requests for the purchase of goods/materials and services including specific parameters of conforming goods/materials and services, and must drive the sourcing of these requests (price, vendor, quantity, etc.);
- Create and approve purchase orders (POs) – system must provide the capability to initiate and approve contractually binding purchase documents with suppliers/vendors in compliance with federal, state, and internal procurement policies and statutes, including the agency's standard contract terms and conditions; system must allow for the creation of an electronic or paper version of the "official" purchase order; purchase order review and approval must be facilitated by an electronic workflow process; approval and execution of a purchase order must encumber budgeted funds in the system; system must allow for the electronic storage and retrieval of purchase order documents from all relevant modules (procurement, accounts payable, general ledger, fixed/capital assets, etc.);
- Manage receipt of goods/materials and services – system must provide capability to mark individual line items on a purchase order as received (partially or in-full) as a prerequisite for initiating the invoicing process; system must provide options for handling unfulfilled/under-fulfilled portions of POs including return/cancellation, partial payment, delayed payment, etc.;
- Manage invoice receipt – system must provide the capability to initiate invoice payment process after receipt of goods/materials and/or services from various sources and in various formats (paper, email, etc.); system must allow for the electronic storage and retrieval of invoice documents from all relevant modules (procurement, accounts payable, general ledger, fixed/capital assets, etc.);

- Potential:

- Manage returns – system may provide the capability to initiate a return process for goods/materials and/or services;
- Manage procurement plans – system may facilitate goods/materials and/or service requirement forecasts for planning the procurement process and timeline;
- Manage goods/materials – system may provide capabilities to

E. Monitor and analyze spend

- Required:

- Analyze spend – system must provide capability to categorize areas of organization spend across a broad array of variables (vendor, commodity, etc.), conduct detailed analysis, and report results for the organization as a whole, or individual cost centers, programs/projects, grants, etc.;
- Manage categories – system must provide the ability to define categories for spend and allow for analysis and reporting based on user inputs;
- Spend planning – system must provide the ability to practically apply spend analysis and reporting to plan and forecast for future procurement solicitations, and provide this data in support of budgeting processes;

III. **MANAGE HUMAN CAPITAL**

A. Administer human resources

- Required:
 - Manage workforce/personnel information – system must provide the capability to capture and manage employee setup and management of employee records / information throughout the employee life cycle, to include nonjob related employee details (e.g., personally identifiable information such as home addresses);
 - Manage organization, positions, job descriptions, and classifications – system must provide the ability to manage employee classifications (e.g., exempt, or nonexempt under Fair Labor Standards Act (FLSA)) based on job duties, the relationship between positions, the organizational structure and budget control/funding for positions, as well as manage job descriptions to support recruiting, upskilling, reskilling, and organizational design needs;
 - Manage workforce/personnel actions – system must provide the capability to capture and manage actions including change of position, termination, etc., and manage notifications and verifications of actions and finalize to the employee record;
 - Manage HR strategy and planning – system must provide tools to assist in the development, implementation, and maintenance of human capital strategies and plans, to include managing workforce strategy, recruiting employees, developing, and counseling employees, managing employee relations, rewarding, and retaining employees, redeploying and retiring employees, managing employee information, and managing employee communications;
- Potential:
 - Manage workforce voice and engagement – system may provide tools assist in the collection, management, and action on employee feedback on improvements to the employee experience, as well as develop metrics and benchmarks for determining how well employees are participating in advancement/professional development; system may provide the capability to manage critical aspects of the workforce to promote employee engagement, including voice of the employee;
 - Manage and deliver HR communications – system may provide capabilities to develop, send, and manage all communications templates, messages, schedules, and delivery formats from HR to organizational employees and ensure transparency across the organization;

B. Acquire talent/recruitment

- Potential:

- Manage recruitment – system may provide capability to determine and handle job/position requests/requirements, recruit, or source the candidates as per the requests/requirements to fill a vacant position and if applicable, reallocate/promote a current employee, track an applicant's progress through the application and process an applicant, as well as manage recruiting events and associated communications to talent pools;
- Manage hiring (selection) – system may provide tools to assist in screening and selecting candidates, scheduling and managing interviews of candidates, managing the extension of offers of employment to the most appropriate candidates, collecting new hire documentation including background information, references, and creating the employee record;
- Manage onboarding (transition in) – system may provide tools to assist with managing the process of employee arrival including set up of the employee record, assignment of assets, completion of employee checklist such as required paperwork, gathering of knowledge, and ensuring skills and behaviors are present to become effective organizational member;

C. Manage compensation

- Required:
 - Manage and administer compensation – system must manage annual and ad hoc compensation, determine job valuing (including market data), enable retention programs, record monetary incentive awards for all employees, track budget allocations and approvals for compensation decisions, and perform market analysis and administer pay;
- Potential:
 - Manage and administer benefits – system may provide tools to assist with the management of provided services, facilities, and benefits, including the eligibility, enrollment, and benefit coverage for benefit plans (e.g., medical, disability, dental, vision, HRA, FSA, legal plans, retiree health coverage, deferred compensation, etc.);
 - Manage and administer pension – system may provide the capability to manage employee pension funds, calculate pension contributions during employee's employment period in support of employee retirement, and manage periodic payments;
 - Manage and administer rewards and recognition – system may provide the capability to establish programs to recognize and appreciate (e.g., kudos), reward (e.g., gift cards), and motivate employees on individual and/or group levels for accomplishments and/or performance that delivers outcomes beyond normal expectations and manage business rules associated with rewards (e.g., limitations on the volume of rewards allocated to employees or by managers in a specific time period);
 - Manage and administer health and wellness – system may provide tools to address communication around health and wellness program offerings intended to promote employee work-life balance and health, manage (Work-Life Balance) the enrollment of employees in the program, and track participation;
 - Manage and administer community service initiatives – system may provide the capability to develop opportunities for employees to engage in community service

as part of their employment experience, manage enrollment and participation, manage all communications to employees regarding available community service opportunities and logistics, collect employee suggestions and feedback;

D. Manage and process payroll

- Required:
 - See I.B under MANAGE ACCOUNTING & FINANCE;

E. Manage workforce

- Required:
 - Manage absence/leave – system must provide the capability to manage and execute the procedures associated with requesting, approving, tracking, and computing leave/time off from work (e.g., computing an employee's leave balance against their annual quota); also includes Family and Medical Leave Act (FMLA) compliance;
 - Manage time and attendance – system must provide the capability to capture, monitor and assess employee labor hours, by task or project, and manage time approvals; system must provide capabilities to ensure that time and attendance generates, maintains, and archives important inputs to payroll and compliance information;
 - Manage separation/off-boarding (transition out) – system must provide the capability to manage the process of employee departure (e.g., due to voluntary resignation, downsizing, expiration of contract/retirement, removal on account of disciplinary issues), capture departing employee feedback, recover company equipment and assets, and remove system access;
 - Manage workforce planning, budgeting, and forecasting – system must provide tools to assist with position control feeding into the organizational budget (multiple scenarios – see Sec. I.F, Manage budgeting and planning), generating reports to analyze workforce impact on budget (new position requests, vacancy savings, etc.); system must provide budgetary impact of organizational workforce changes, including but not limited to pay scale adjustments, COLAs, merit increases, changes in benefit structure/contributions, etc.; system must provide tools for forecasting and aligning resources to new organization structures following significant transformations (e.g., restructuring, reduction in force, etc.);
- Potential:
 - Manage workforce scheduling – system may provide the capability to develop and optimize schedules and plan labor to align with staffing needs and to meet budget objectives; system should take into account factors such as employee preferences, skills, availability, labor laws, workplace rules and best practices, and examine ways to optimize workforce schedules to meet compliance and fair scheduling needs while ensuring the achievement of business targets;
 - Manage tasks/activity – system may provide a platform to manage, monitor and allocate employee tasks and actions (e.g., to dos, pending approvals, business process tasks) with the objectives of enabling and maintaining transparency into employee productivity, including granular tracking of time worked at the project, task or activity level;

F. Manage workforce performance

- Potential:

- Manage career development, goals and evaluations – system may provide tools to assist with setting goals and objectives, conducting performance reviews and self/manager appraisals, measuring and tracking metrics against organizational goals as well as mission-critical priorities and achievements, and managing individual development plans;
- Manage skills, qualifications and competencies – system may provide the capability to capture and track an inventory of employee skills, qualifications, competencies, certifications, etc., and map them to the roles and employees and systematically create a plan to categorize, enhance and develop in line with employee life cycles;
- Manage succession plans – system may provide tools to assist with planning for future business needs and managing the organizational structure (e.g., management of positions and critical roles) to meet future needs, as well as planning for attrition for top-level talent;
- Manage learning and training – system may provide the capability to create, implement, manage and evaluate programs for employee learning and design learning sessions on the basis of the needs and the availability of the skills within the organization; such learning programs may be computer-based, classroom, on-the-job training, etc. and may be linked to performance management;

G. Manage workforce / labor relations

- Required:
 - Manage workforce complaints/grievances – system must provide capability to collect, review, assess, track, and handle the processing and review of workforce complaints and determine and approve resolutions, as well as ensure appropriate communications are provided to associated parties;
 - Manage disciplinary actions – system must provide capability to set performance standards, identify problem behavior, measure, and track employee performance against the identified standard, develop a corrective action plan for disciplinary issues, monitor progress and report on disciplinary trends in the workplace;

H. Manage workplace compliance and guidance

- Required:
 - Manage ethics and compliance – system must provide capabilities to ensure that policies are in compliance with state and federal laws (e.g., EEO) and updated accordingly including for external and internal policies, to include recruitment and promotion, compensation, working conditions, training, experience, harassment and dismissal; system must manage all disability accommodations due to physical or mental impairment, collect and store documentation, and provide reasonable accommodations to meet compliance requirements for ADA;
 - Manage workforce equity (diversity and inclusion) – system must provide tools for tracking progress of diversity and inclusion (DE&I) initiatives, using emerging technologies to proactively identify DE&I opportunities and areas to improve with a DE&I lens; system must provide tools to assist with the management and promotion of fair treatment throughout the organization, and providing equal access to opportunities to all employees, and composition of teams of individuals with diverse experience and encourage the organizational workforce to share perspectives across groups of people and integrate valuable input;

- Manage health and safety – system must provide the capability to manage workforce safety and prevention programs, including the capture, tracking, and monitoring of quality and safety metrics against standards, management of communications between all stakeholders sharing status of an issue, identification and remediation of potential and actual workplace hazards, and must document and categorize worker’s compensation incidents and manage the workers compensation programs including collection of claims, establishment of scope and cadence of claims, monitoring of claim progress, reporting of worker’s compensation and ensuring communication and compliance;
- I. Manage human resources service delivery
 - Required:
 - Manage HR self-service – system must provide the tools and information to enable users to service themselves (including employee self-service (ESS) and manager self-service (MSS)) to manage personnel related data (not performed by managers), view assigned personnel data, and/or add/change data; must provide the capability to select from a variety of self-service functions;
 - Manage HR metrics, reporting and analytics – system must provide capability to generate ad hoc and/or pre-scheduled HR reports and analysis on employee/employment and related data; system must capitalize on data warehouse and associated self-service reporting capabilities;
 - Manage HR digital documents – system must provide the capability to manage the scanning, storage, processing, and extraction of digital documents related to HR processes;
 - Potential:
 - Manage HR services delivery cases – system may provide tools to administer intake of service requests, perform needs assessments, route the service requests to the appropriate area, and manage employee cases and service requests (e.g., ticketing);

4.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

4.2 General Instructions:

4.2.1 RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP via previous instructions. Additionally, each mailed proposal submitted to NWCSB must contain One (1) original and (7) copies. No other distribution of the proposal shall be made by the Offeror.

4.2.2 Proposal Preparation:

4.2.2.1 Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by NWCSB. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

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

4.2.2.3 Ownership of all data, materials and documentation originated and prepared for NWCSB pursuant to the RFP shall belong exclusively to NWCSB and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets of proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 2.2-4342.F of the *Code of Virginia*, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4.3 Specific Requirements:

Proposals should be as thorough and detailed as possible so that NWCSB may properly evaluate the services. Offerors are required to submit the following items as a complete proposal:

4.3.1 The return of the RFP cover sheet and all addenda acknowledgements, signed and completed as required.

4.3.2 A narrative statement as to the Offeror's qualifications to perform the work listed in the State of Needs. In addition, if the Offeror anticipates using a subcontractor(s), the same information must be submitted concerning the proposed subcontractor(s). This narrative must address the following:

4.3.2.1 Description of the background and experience of the Offeror and any proposed subcontractor(s). This should include the number of years performing this service. Current annual reports should be included.

4.3.2.2 Names, addresses, telephone numbers and individual contacts of at least three current accounts of similar size and complexity handled by the Offeror and subcontractor(s) servicing office.

4.3.2.3 Resumes of staff personnel to be assigned to this contract. This should describe their anticipated roles in serving the account. Include an organizational chart showing internal relations as well as relations with any subcontractors or insurers.

4.3.3 Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or "foreseeable" mergers or acquisitions.

4.3.4 Describe, in detail, the technical approach and timeline that will be used in implementing and completing this project.

4.3.5 Offerors shall provide all License, Maintenance and Support Agreements including those that are for third party software that will be used to meet NWCSB's requirements.

4.3.6 Offeror must specify how customer service issues raised by the Contractor's contact will be resolved.

5.0 EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated using the following criteria:

5.2 Evaluation: Proposals shall be evaluated by the NWCSB using the following criteria:

5.3 Scoring:

EVALUATION CRITERIA	POINT VALUE
1. FUNCTIONAL REQUIREMENTS / SYSTEM SECURITY Extent to which the proposed software conforms to and meets the functional requirements identified as “Required”, “Potential”, or “Interface”, which emphasis on “Required”; compliance with RFP’s technical requirements.	30
2. QUALIFICATIONS AND EXPERIENCE OF OFFEROR Experience with providing similar software to organizations similar in size, structure, and service offerings to NWCSB.	15
3. PROFESSIONAL SERVICES Quality of proposed project management team (including experience of staff), quality of proposed project management plan and conformity to NWCSB’s desired timeline and level of internal effort; quality and sufficiency of training; quality of proposed support services including responsiveness and proposed level of support.	15
4. DEMONSTRATION Following an initial evaluation of proposals, NWCSB will invite the consensus top offerors to provide a demonstration to display how their software solution meets the needs of NWCSB and adds value to the agency’s business and management processes. Demonstrations will be assessed on the following: <ul style="list-style-type: none"> - Ease of use, efficiency, process automation; - Demonstrated ability to meet functional requirements; - Technology, security, integration, and compatibility with NWCSB’s existing infrastructure; - Reporting and analytical tools. 	15
5. REFERENCES Satisfaction of existing customers with the quality of the Offeror’s products, maintenance, support, and overall customer experience; satisfaction with the implementation experience and project plan; quality of training and on-going support of existing customers; satisfaction with the Offeror’s ability to update software to meet current needs and changes in technology.	15
6. PROPOSED COST Cost will be evaluated on a comprehensive basis to include the overall pricing structure, implementation cost, annual subscription and maintenance fees, and cost of customizations (if applicable).	10
TOTAL	100

6.0 GENERAL TERMS AND CONDITIONS:

6.1 Procurement Regulations: This solicitation is subject to the provisions of the purchasing regulations of NWCSB and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of these regulations is available for review at the purchasing office by calling 540-636-4250, Ext. 2247

6.2 Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

6.3 Compliance:

6.3.1 General Compliance Provision: By signing this Proposal, the Offeror certifies that it is and will remain in full compliance with:

The Federal Civil Rights Act of 1964, as amended.

The Federal Immigration Reform and Control Act of 1986.

The Virginia Fair Employment Act of 1975, as amended, where applicable.

The Virginia Conflict of Interest Act.

The Virginians with Disabilities Act.

The Americans with Disabilities Act.

Section 2.2-4311 (Employment Discrimination Act)

Section 2.2-4311.1 (Compliance with Immigration Law)

Section 2.2-4311.2 (Compliance with VA SCC registration)

Section 2.2-4312 (Drug free workplace)

Section 2.2-4354 (Payment to Subcontractor) of the Virginia Public Procurement Act.

Sections 2.2-4367 and 2.2-4377 (Ethics in Public Contracting) of the Virginia Public Procurement Act.

The Antitrust laws of the United States and the Commonwealth of Virginia.

6.4 Non-Discrimination: By submitting their proposals, Offerors certify to NWCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this section on the basis of the recipient's religion, religious belief, or refusal to participate in a religious practice or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and (ii) shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law. (Code of Virginia, §2.2-4343.1).

In every contract over \$10,000 the provisions in a. and b. below apply:

a. During the performance of this contract, the Contractor agrees as follows:

- The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.4.1 Immigration Reform and Control Act of 1986: By submitting their proposals, the Offerors certify that they do not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6.5 Compliance with VA SCC Registration: 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 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 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 Article is granted by the chief executive officer of Northwestern Community Services Board.

6.6 Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to NWCSB all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by NWCSB under said contract.

6.7 Drug-Free Workplace: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, 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 the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

6.9 Debarment Status: By submitting their proposals, Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

6.10 Mandatory Use of NWCSB's Forms, Terms and Conditions: Failure to submit a proposal on the official form provided for that purpose may be a cause for rejection of the proposal. Return of the complete document

is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, NWCSB reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

6.11 Clarification of Terms: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should submit those questions to the buyer whose name appears on the face of the solicitation no later than 4:00pm September 8, 2023. Any revisions to the solicitation will be made only by addendum issued by the buyer. **Any unauthorized contact concerning this solicitation with a NWCSB representative, other than the purchasing agent named on page one of this solicitation is prohibited and may disqualify your firm from this procurement.**

6.12 Precedence of Terms: Except for Paragraphs titled Procurement Regulations, Applicable Law and Courts, Compliance, Debarment Status, Mandatory Use of NWCSB Forms and Terms and Conditions, and Precedence of Terms herein, which shall apply in all instances, in the event there is a conflict between the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

6.13 Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of NWCSB.

6.14 Qualifications of Bidders or Offerors: NWCSB may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror shall furnish to NWCSB all such information and data for this purpose as may be requested. NWCSB further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy NWCSB that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

6.15 Changes to the Contract: By written notice to the Contractor, NWCSB may from time to time make changes, within the general scope of the contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If any such change causes an increase or decrease in the Contractor's cost of performance, an equitable adjustment in the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.

6.16 Testing and Inspection: NWCSB reserves the right to conduct any audit/inspection it may deem advisable to assure services conform to the specification.

6.17 Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, NWCSB, after due oral and written notice to the Contractor, may procure goods or services from other sources and hold the Contractor responsible for any resulting additional costs. This remedy shall be in addition to any other remedies which NWCSB may have.

6.18 Non-Discrimination of Contractors: An Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, gender, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

6.19 Taxes: Sales to NWCS are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes.

6.20 Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, NWCSB will publicly post such notice on the agency's website for a minimum of 10 days. NWCSB reserves the right to make to a single award or to award portions to multiple contractors as determined to be in the best interests of NWCSB.

7.0 SPECIAL TERMS AND CONDITIONS:

7.1 Best and Final Offer: At the conclusion of negotiations the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

7.2 Bid Acceptance Period: Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

7.3 Confidentiality and Records: The Contractor assures that information and data obtained, to include personal facts and circumstances related to clients and agency staff, shall be considered confidential, during and following the term of this agreement, and will not be divulged without NWCSB's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by NWCSB as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials, data, and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this agreement and to satisfy the requirements of this agreement, shall be provided to the Purchasing Agent in hardcopy and/or electronic form. Except where law allows, the Contractor shall not retain hard copies of the material, data and information and all electronic stored material, data and information shall be expunged from equipment and systems retained by the Contractor.

7.4 Criminal History: NWCSB reserves the right to restrict activities required to provide the services herein to only those persons who are without criminal conviction. This restriction shall not relieve the contractor of any requirements herein. Upon request of NWCSB, the contractor shall obtain a criminal history background check on any person, employee or subcontractor used for the delivery of services herein. NWCSB may, in its sole decision, determine that an individual possessing a criminal conviction poses no risk or threat to NWCSB, its employees or clients, and may waive this restriction on a case-by- case basis.

7.5 Contractor License Requirement: By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

7.6 Integration and Modification: This contract constitutes the entire agreement between the Contractor and the Purchaser. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless reduced to writing, signed by the parties and attached hereto.

7.7 Limitation of Liability: To the maximum extent permitted by applicable law, the contractor's liability under this contract for loss or damages to government property caused by use of any defective or deficient supplies,

products, equipment and/or services delivered under this contract shall not exceed the actual cost of the loss. The contractor will not be liable under this contract for any indirect, incidental, special, or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

7.8 Severability: Each paragraph and provision of this agreement is severable from the entire agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.9 Insurance: By signing and submitting a proposal under this solicitation, the vendor certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the Contract, NWCSB reserves the right to require the Contractor to furnish certificates of insurance for the coverages required by NWCSB and the Commonwealth as indicated. See Appendix - A for NWCSB's Insurance Requirements

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

7.11 New Products: Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment. Any software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation. This includes consumables.

7.12 Product Substitution: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the Information Technology Manager whose name appears on the front of this solicitation, or their designee.

7.13 Qualified Repair Personnel: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. NWCSB reserves the right to require proof of certification prior to award and at any time during the term of the contract.

7.14 Software Upgrades: NWCSB shall be entitled to any and all, firmware, driver, patches and software upgrade versions covered in the contract that becomes available from the OEM supplier or contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of NWCSB's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

7.15 Title to Software: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

7.16 Warranty Against Shutdown Devices: The contractor warrants that the equipment and software provided

under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

7.17 Cancellation of Contract: Any agreement resulting from this solicitation may be terminated without penalty, in part or in whole, at any time by NWCSB for any reason or for no reason, upon ninety (90) days advance written notice to the Contractor. The Contractor shall be compensated ratably for any services and/or work performed prior to termination, in the event of termination.

7.18 Acceptance of Terms and Conditions: Offerors must submit as a separate section with their proposal any exceptions to NWCSB's Terms and Conditions as set forth above.

8.0 METHOD OF PAYMENT:

Compensation to the Contractor for services will be through arrangement between Contractor and NWCSB generated monthly based on invoicing from the Contractor.

8.1 PAYMENTS TO SUBCONTRACTORS:

The contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the contractor by NWCSB for work performed by any subcontractor under the contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from NWCSB attributable to the work performed by the subcontractor under the Contract; or
- b) Notify NWCSB and the subcontractor, in writing, of the contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The contractor is obligated to pay interest to the subcontractor on all amounts owed by the contractor to the subcontractor that remain unpaid after seven days following receipt by the contractor of payment from NWCSB for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subparagraph b, above. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month.

The contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The contractor's obligation to pay an interest charge to a subcontractor pursuant to this paragraph may not be construed to be an obligation of NWCSB. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

All contractors, if a proprietorship, partnerships and/or corporations shall provide NWCSB with its federal employer identification number, or if an individual contractor, their social security number.

NWCSB reserves the right to reject any and all proposals.

9.0 **Appendix A (Insurance Requirements)**

INSURANCE REQUIREMENTS

Insurance Requirements of Northwestern Community Services Board (NWCSB)

We deeply appreciate doing business with your firm and ask that you please provide us with a current Certificate of Insurance for your company including the following required limits and coverages:

Commercial General Liability

1. Include Limits of at least \$1,000,000 per occurrence/\$2,000,000 General Aggregate/ \$2,000,000 Products & Completed Operations Aggregate.
2. Aggregate Limits should apply on a **“Per Project”** basis.
3. List **NWCSB** as an **Additional Insured** for both on-going operations with form CG2010 () or equivalent and for completed operations with form CG2037 () or equivalent and include a copy of the actual endorsement for our file.
4. The Additional Insured status should apply on a **Primary and Non-contributory** basis.
5. Include a **Waiver of Subrogation** in favor of **NWCSB** with a copy of the actual endorsement for our file.

Automobile

1. Include Limits of at least \$1,000,000 per Accident.
2. List **NWCSB** as an **Additional Insured**. Please provide a copy of the actual endorsement for our file using form CA2048 or equivalent.
3. Include a **Waiver of Subrogation** in favor of **NWCSB** with a copy of the actual endorsement for our file.

Workers’ Compensation

1. Include Employer Liability Limits of at least \$500,000 Each Employee/\$500,000 Each Accident/\$500,000 Disease Policy Limit.
2. Include a **Waiver of Subrogation** in favor of **NWCSB** with a copy of the actual endorsement for our file.

Umbrella

1. Include Limits of at least \$5,000,000 minimum
2. List **NWCSB** as an Additional Insured for both excess Commercial General Liability and Automobile Liability coverages.
3. Coverage must be “following form” of the primary General Liability, Commercial Automobile and Employers Liability limits of liability, and at least as broad as the primary policies’ coverage.

Third Party Dishonesty Bond(Janitorial Services Bond)

1. Provides coverage for loss of money or other property which NWCSB sustains through dishonest or fraudulent acts of sub-contractors employees.
2. Include limits of at least \$50,000

Please forward the required Certificates of Insurance including all endorsement to the attention of Bonnie Mihill, Northwestern Community Services, 209 W. Criser Road, Suite 300, Front Royal, Virginia 22660, or via fax at 540-636-7171 or email at bonnie.mihill@nwcsb.com.