

# County of Pulaski, Virginia

## REQUEST FOR PROPOSALS (RFP) # 17-02 FOR ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AND IMPLEMENTATION SERVICES

**Issue Date: June 09, 2017**



A non-mandatory Vendor Pre-Proposal Tour of Facilities will be held on 06/20/2017 from 10:00 a.m. EST until 12:00 p.m. EST at:

Joint Services Information Technology Department  
89 Commerce St.  
Pulaski, VA 24301

# Proposal Submission

Proposal Due Date: Must be received in the Pulaski County Finance Department by **July 28, 2017, 3:00 P.M., EST (local prevailing time)**

Submit Proposals to: County of Pulaski  
Director of Finance  
Administration Building  
143 3<sup>rd</sup> St. NW, Suite 1  
Pulaski, VA 24301

Submit: 1 PRINTED, SIGNED ORIGINAL PROPOSAL and Signed Addenda  
6 COPIES OF ORIGINAL PROPOSAL  
1 CD-ROM containing an Electronic version of the Proposal and any supporting documentation

## Important Notice:

***Effective immediately upon release of this Request for Proposals (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to:***

County of Pulaski  
Director of Finance  
Diane Newby  
143 3<sup>rd</sup> St. NW, Suite 1  
Pulaski, VA 24301  
dnewby@pulaskicounty.org  
540-980-7705

The County of Pulaski shall distribute in writing all official changes, modifications, responses to questions or notices relating to the requirements of this RFP via addendum. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

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**Anticipated Timeline Overview**

Listed below are specific and estimated dates and times of activities related to this Request for Proposal (RFP) and the County’s due diligence process. The activities with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP.

Milestone	Timeframe
RFP Issuance	06/09/2017
Vendor Pre-Bid Tour of Facilities	06/20/2017
Deadline for Clarification Questions	06/27/2017
County distributes responses for Vendor RFP Clarification Questions	06/30/2017
Vendor Proposals Due	07/28/2017
Notification of Demonstration Dates	08/10/2017
Demonstrations of Software	08/14/2017-08/31/2017
Site Visits and Other Due Diligence	09/01/2017-09/08/2017
Contract Negotiations and Award	09/11/2017-09/29/2017

## 1 Introduction

### 1.1 Overview

The County of Pulaski currently operates a number of separate financial, human resources, and real property related applications. Several of these applications are highly customized, outdated, and no longer fit the County's needs. With assistance from the Joint Services Finance and Human Resource Officers (JSFHR), the County performed a needs assessment that resulted in a recommendation to issue an RFP for a fully integrated Enterprise Resource Planning (ERP) system to replace current human resources, ProVal (CAMA), payroll, taxation, financial systems as well as other various related software applications and shadow systems that support operations throughout the various County/School departments.

Overall, the County seeks to supply or replace systems related to the following management business processes and sub-processes at the County:

- **Financials** including general ledger; accounts payable, treasury, utility billing, project management, grant management and accounting, capital/fixed asset management, inventory, payroll, time and attendance, school activity funds, etc.
- **Human Resources** including position control, personnel management, recruitment/applicant tracking, benefit administration, substitute management, employment contracts, etc.
- **Procurement** including requisitions, purchase orders, contracts, asset disposal, etc.
- **Budget Development and Monitoring**
- **Community Development** including Inspections and Permits, and GIS integration. \*
- **Document Management** including the organization of documents both with and without a relationship to records in the ERP system.
- **Integrated Computer Assisted Mass Appraisal (CAMA) & Taxation Software Solution**

*\*The County wishes to obtain an ERP system that includes Community Development modules or applications such as Land Management, Land Use Application Management, and Code Enforcement so that data for these applications, as well as Permits and Inspections, GIS, Deeds and Easements, and property assessment (CAMA), can both be integrated together, and be integrated with the Tax Billing function of the ERP system. ). Please provide all cost(s) associated with these modules, including but not limited to initial cost(s), implementation/setup cost(s), annual maintenance cost(s), etc., in accordance with 7.0 of this RFP.*

The County will evaluate and select an Enterprise Resource Planning system. The ERP evaluation will extend across the enterprise to consider process improvement opportunities, integration, and return on investment (ROI). The County's new ERP system is expected to replace the current financial, human resources, treasury, ProVal, and other County systems and implementation is expected to begin in 2017.

The County is interested in soliciting proposals from qualified providers of municipal software whose product offering meets or exceeds current County requirements and whose product offering provides a robust solution set that will allow the County to continue to leverage this investment well into the

future as the needs of the County grow and evolve. As part of the County’s ERP Needs Assessment, the County has identified the following applications as core or essential in its evaluation of ERP solutions available in the marketplace:

<ul style="list-style-type: none"> <li>■ Accounts Payable</li> <li>■ Bank Reconciliation</li> <li>■ Budgeting</li> <li>■ Capital Assets</li> <li>■ Cash Receipting</li> <li>■ General Ledger</li> <li>■ Human Resources</li> <li>■ Leave Management</li> </ul>	<ul style="list-style-type: none"> <li>■ Miscellaneous Billing and Accounts Receivable</li> <li>■ Payroll and Time-Keeping</li> <li>■ Position Control</li> <li>■ Purchasing</li> <li>■ Tax Billing</li> <li>■ Utility Billing</li> </ul>
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The County is interested in receiving proposals from qualified Vendors who can provide these core modules as part of their ERP solution. However, the County has also identified 17 additional non-core modules that ultimately need to be implemented. Therefore, the County encourages Vendors to provide as complete a response as possible encompassing all 31 modules. Vendors who do not offer a particular module are encouraged to provide that solution via a third party as part of their proposal.

**1.2 Definitions**

The following definitions are used in the RFP:

- Client or County means four entities taken together: the government of the County of Pulaski, the Pulaski County Public Schools, the Pulaski County Public Service Authority, and the Pulaski County Department of Social Services.
- JSFHR means the Joint Services Finance and Human Resource Officers, the group that performed the needs assessment for the project.
- Vendor or Proposer means a firm, company or organization submitting a proposal in response to this RFP.
- Enterprise Resource Planning, ERP, the system or software means the software solution that the successful Vendor responding to this RFP will be responsible for providing.
- Finance Director means the County’s principal public purchasing official responsible for the purchasing of all goods, services, insurance and construction needed by the County.

**1.3 County Background**

The County of Pulaski, Virginia, a political subdivision of the Commonwealth of Virginia, is a rural community of 330 square miles, 34,507 people and 1126 full time and 48-part time/seasonal



employees. With its close attention to land preservation, its historic resources, and its proximity to Claytor Lake, the County continues to attract new residents, tourists, and businesses.

The County provides a range of services including: education; welfare; public safety and administration of justice; parks and recreation; library; sewer; and water refuse and streetlight utilities; environmental services and planning.

With a goal to work more efficiently and effectively with internal and external resources the County has decided to implement an Enterprise Resource Planning system (ERP) to facilitate the flow of information between core business applications. The ERP solution will be used in every County department. The Joint Services Oversight Board will provide for the governance of the system. This Board is comprised of two School Board members, two members from the Board of Supervisors, the County Administrator, and the School Superintendent.

The County's goals in procuring and implementing an ERP solution include (but are not limited to):

- Reduced data entry requirements, saving staff time and reducing errors;
- Enterprise-wide access to data from all system modules (with appropriate security limits in place);
- Improved integration of required data between and among various ERP modules, to facilitate access to real-time information.

The ERP acquisition and implementation supports the County's goal of improving the effectiveness and efficiency of County programs and activities as well as continuously improving its ability to manage resources.

Since completion of the JSFHR study the following actions have been taken to prepare for ERP implementation:

- The Joint Services Oversight Board has been authorized by the Board of Supervisors and the Pulaski County School Board to oversee technology governance shared systems including the ERP system. This Board is comprised of the of two School Board members, two members from the Board of Supervisors, the County Administrator, and the School Superintendent.
- The Joint Services Oversight Board has declared that it will be their policy to implement the ERP system based on best practices; and that, to the greatest extent possible, current business practices will be conformed to the ERP system business practices to eliminate software customization.
- The Joint Services Oversight Board declared its preference for a "phased" rather than "big-bang" approach to implementation pursuant to a recommendation by the JSFHR.
- The Joint Services Oversight Board appointed the County Director of Finance as the manager of the ERP project.
- The County Director of Finance has worked with teams comprised of members from across the several organizations and departments to develop the system specifications.
- The Board of Supervisors and the School Board have together established a budget for ERP implementation. This includes all software and services, but excludes hardware because it is anticipated that current hardware will accommodate the ERP system. This budget was interpolated from a variety of sources. There may be some flexibility to this budget, but it would require compelling justification.

**1.4 Current Application Environment**

The following legend and listing provides an inventory of applications in the County’s current operating environment. This information is provided for information purposes only and no specific response to this listing is requested.

<b>*Legend for Current Applications</b>		
<b>Legend Code</b>		<b>Description</b>
R	Replacement	The County is intending on replacing this application with the selected solution.
C	Consider	The County is considering replacing this application with the selected solution, based on the strength of the finalist vendor offering and cost / benefit of the replacement module
M	Maintain	The County is intending on retaining the application, not replacing it through this effort
I	Interface	The County is intending on keeping the application and interfacing/integrating it with the selected solution.

<b>Current ERP Application</b>	<b>Application Notes/Description</b>	<b>Departmental Owner</b>	<b>Likely Future*</b>	<b>Expected ERP Module</b>
ProVal by Thompson Reuters	Assessment Data	Commissioner of the Revenue	R	Real Property, Tax Billing
SchoolDude.com	Maintenance work requests	General Property Maintenance	M	N/A
AESOP by Frontline Technologies	School Substitute Management	School	R	Leave and Substitute Management
BAI Municipal (DB2)	Personal & Real Property Valuation, Transient Occupancy Tax, Business Licenses, Property Tax Relief	Commissioner of the Revenue	R	Tax Billing, Real Property
BAI Municipal (DB2)	Cash Register, Tax Billing and Abatement, Delinquent Tax, Bank Reconciliation	Treasurer	R	Tax Billing, Cash Management
BAI Municipal (DB2)	Development Rights Database	Planning	R	Community Development
Bank Reconciliation Spreadsheet	Bank Reconciliation	Treasurer	R	Bank Reconciliation

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future*	Expected ERP Module
FacilityDude.com	Maintenance work requests	General Property Maintenance	M	N/A
Debt Management Spreadsheet	Debt tracking	Finance	R	Debt Management
BAI Municipal (DB2)	Utility Billing	Public Service Authority	R	Utility Billing
BAI Municipal (DB2)	General Ledger, Vendor Payments, Purchase Orders, Budget Preparation, Position Tracking, Payroll, Leave Management	Joint Admin Services	R	General Ledger, Vendor Payments, Purchasing, Budget Preparation, Position Tracking, Payroll, Leave Management
Fixed Asset Spreadsheet	Fixed Asset Tracking	Joint Admin Services	R	Fixed Assets
Salary and Benefit Encumbrance Spreadsheet	Encumbrance Accounting Journal Entry Creation	Joint Admin Services	R	General Ledger, Payroll
BAI	Building Permit and Inspection Tracking	Building Inspections	R	Permitting and Inspections
NA	Land Use Application Tracking	Planning	R	Community Development
ESRI and ArcGIS	Geographic Information System	Engineering	I	Tax Billing, Permitting and Inspections, Community Development, Utility Billing
ESRI Arc Online	On-line Maps	Engineering	I	Community Development
Govdeals.com	Web based system used for selling surplus, abandoned, and forfeited property	Joint Admin Services	R	Fixed Assets
Time Management Spreadsheets	Time Keeping	Schools, County and PSA	R	Time and Leave Management
PDF Documents organized in directories	Electronic Document Management	Government and Others	R	Document Management

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future*	Expected ERP Module
BoardDocs	On- line Board Agenda development tool	Schools/County/PSA	M	Document Management
Capital Projects Spreadsheet	Tracking of CIP budget allocations	Joint Admin Services	R	Grants and Project Management
Spreadsheets	Recreation Scheduling and Point of Sale	Parks and Recreation	R	Cash Management
School Funds Online by TRA	School Activity Funds	Schools	C	General Ledger, Vendor Payments
Café Enterprise by Data Business Systems	Food Service point of sale system	Schools	I	Cash Management
RMS	Sheriff's Records and Dispatch	Sheriff	M	N/A
Fuel Master	Track fuel used/cost	Operations	I	Finance
VersaTrans by Tyler Technologies	Transportation Routing	Schools	M	N/A
Rave Alert	Citizen Alert System	Emergency Services	M	N/A
School Messenger	Citizen Alert System	Schools	M	Human Resources
Pearson Powerschool	Student Information System	Schools	M	N/A
School Stream	Applicant Tracking	Schools	R	Human Resources
Excel Spreadsheets	Teacher Certifications	Schools	R	Human Resources
Thomas Brothers Software	State DSS reporting/Laser system	DSS	M	AP

### 1.5 Current Technical Environment

The County has established technology standards and would prefer to adhere to them as part of the implementation of the ERP. The table below provides a current summary of the County’s Network and Computing environments. As part of the proposal process, Vendors shall be required to submit significant technical detail about the proposed solution defined as:

- Section 3 – “Proposed Solution”, detailed in section 3 of the RFP, and
- Section 3.5 - “Technical Infrastructure” detailed in section 3.3.5 of this RFP.

In preparing responses, Vendors must remain diligent in referencing this table to assure that responses clearly identify:

- Areas of known or potential conflict between the Vendors proposed solution and the County’s defined environments
- Recommendations of how best to implement and operate the proposed solution within the County’s defined environments

Data Network
<p><b>Network Overview.</b></p> <ul style="list-style-type: none"> <li>• Integrated fiber networks: Government &amp; Schools.</li> <li>• Star WAN topology.</li> <li>• Fiber Network 1GB Synchronous VLAN to each site.</li> <li>• One leased Wireless dish between Peaks Knob and Snowville Elementary– 100mbs.</li> <li>• Fiber Optic (metro-e) Internet Connection – 200mbs (Schools) 100mbs (Government) – scalable to 1GB.</li> <li>• Remote access via IPSEC and SSL based VPN.</li> <li>• WLAN 802.11n is available in all buildings throughout the school division and county buildings. For Wireless Access Points (WAP) typically WPA2 encryption is used to encrypt the data.</li> </ul> <p><b>Network Equipment</b></p> <ul style="list-style-type: none"> <li>• Cisco routers &amp; switches throughout the county.</li> <li>• Cisco Firewall/VPN (Schools and county).</li> <li>• Cisco VoIP throughout the county.</li> </ul>
Data Center
<ul style="list-style-type: none"> <li>• Government and Schools have a single data center.</li> <li>• Main Data Center is at Joint Technology Department which includes UPS backup and generator.</li> <li>• Secondary Data Center is at PCHS which includes UPS backup and generator.</li> <li>• Tertiary-Data Centers are located throughout the county. Few have backup generators.</li> </ul>

<b>Logical Network</b>
<ul style="list-style-type: none"> <li>• The Government and Schools are utilizing IPv4 and OSPF protocols on the LAN and WAN.</li> <li>• Multiple VLANS are used on the network.</li> <li>• Multi-layer Switching is used whenever possible.</li> </ul>
<b>Server &amp; Operating System Standard</b>
<ul style="list-style-type: none"> <li>• Government complete physical environment and the schools using a blended physical/virtualized environment, using VMware infrastructure.</li> <li>• HP and Dell hardware, ESXi 5 hosts.</li> <li>• Dell Equallogic i-scsi SAN used for mass storage.</li> <li>• Novell LDAP (Schools) and Microsoft Active Directory (Government) for authentication.</li> </ul> <p><b>Operating Systems</b></p> <ul style="list-style-type: none"> <li>• Microsoft Server OS (2003, 2008R2, 2012 R2).</li> <li>• Various Linux OS (Cent, SUSE 10,11).</li> <li>• Windows 7 Professional and higher Desktop OS (Schools), Windows XP and higher Desktop OS (Government).</li> <li>• IBM i-series AS400 for Finance system.</li> </ul>
<b>Storage &amp; Backup Environment</b>
<p><b>Storage</b></p> <ul style="list-style-type: none"> <li>• All of the virtual servers are stored on Dell PowerEdge Servers.</li> </ul> <p><b>Backup</b></p> <ul style="list-style-type: none"> <li>• Offsite SAN replication, snapshots, Disk-to-Disk, tape.</li> <li>• Government 36TB and Schools 24TB of storage with approximately 50% free space.</li> </ul>
<b>Workstation Standard</b>
<ul style="list-style-type: none"> <li>• Dell Desktops, Laptops, and AIO form-factor, various models, not older than 4 years on Schools side with up to 8 years old on Government side.</li> </ul>
<b>Web Browser/Email Standard</b>
<ul style="list-style-type: none"> <li>• Microsoft Internet Explorer, Firefox, Google Chrome browsers used for both Government and Schools.</li> <li>• Groupwise suite is used for email/collaboration.</li> </ul>

## 1.6 Current Support Environment

The Government and Schools run a single support infrastructure. The Joint Services IT Department consists of 18 Full time employees that manage approximately 72 servers, 118 switches, 1000 VoIP phones, 190 WAPs, 3325 desktops/laptops/tablets, 5850 end users, and many miles of fiber. The IT Department supports government, law enforcement, 911 services, public schools, courts, Agency on Aging, Public Services Agency, Community Corrections, Department of Social Services and the Resource Authority.

## 1.7 Expected Scope of System Solution

Vendors shall propose a complete software solution, including software and the related implementation services.

The following definitions should be considered relative to the list below:

- **Core:** Components of the solution (software and services) that MUST be responded to by Vendors in their proposals.
- **Non-Core:** Components of the proposed solution that may be proposed by responding Vendors but are not weighted as heavily as the Core modules.
- **Optional:** Components of the proposed solution that may be optionally proposed by the responding Vendors, but are not mandatory and are not part of the overall evaluation.

A high-level outline of the required software system solution has been provided as follows:

- **Software:**
  - **Core:**
    - Accounts Payable
    - Bank Reconciliation
    - Budgeting
    - Capital Assets
    - Cash Receipting
    - General Ledger
    - Human Resources
    - Leave Management
    - Miscellaneous Billing and Accounts Receivable
    - Payroll and Timekeeping
    - Position Control
    - Purchasing
    - Tax Billing
    - Utility Billing
  - **Non-Core**
    - Applicant Tracking
    - Benefits Administration
    - Cash Management
    - Contract Management
    - Debt Management
    - Deed and Easement Document Integration
    - Document Management

- GIS Integration
- Grants, Project Management and Accounting
- Inventory Management
- Investment Management
- Inspections and Permitting
- School Substitute Personnel Management
- Land Management
- Planning and Zoning Application Tracking and Approval
- Code Enforcement
- CAMA
- Any other necessary software components to support the proposed Core application software solution, such as:
  - Report Writer
  - Security Administration
  - Workflow Configuration
  - Other Configuration Tools
  - Other Components
- **Optional Application Software and Related Technologies:**
  - Business Intelligence / Data Warehousing
  - Pension Administration
  - Fleet Management
  - Work Orders
  - School Food Service Management
  - Parks and Recreation Management
  - Others not requested but to be proposed by responding Vendors
- **Services:**
  - **Core:**
    - Project Management
    - Hardware design and installation consulting
    - Software Installation
    - Data Conversion
    - Report Development
    - Integration and Interface Development
    - Software Configuration
    - Implementation and Training Services
    - Change Management
    - Knowledge Transfer to County Staff
    - System Documentation Development
    - Operational Redesign Assistance
    - Ongoing Support and Maintenance Services
  - **Optional:**
    - On-Going Hosting Services (ASP)

It is important to note that the County is considering both a County-hosted and a Vendor-hosted (ASP) solution. It is optional, but not mandatory, for Vendors to provide information on both solutions as part of their RFP response. If a Vendor does propose a Vendor-hosted solution, any differences



from a County-hosted solution must be clearly delineated in the appropriate sections of the RFP response.

Additional details and descriptions related to the specifics of the expected scope can be found in Section 3 – Proposal Response Format.

**1.8 Summary of Key Transaction Volumes**

A summary of key transactions and operating volumes and standards for the County is included below. These volumes and standards reflect actual and estimated amounts for the current environment. The Vendors should consider future projections when sizing their solution based on expected growth in a typical County:

County Operating Volumes/Standards	Current
<b>Organization</b>	
County population	34,507
Form of Government	Virginia Traditional
Area of County (sq. miles) Corporate Limits / with ETJ	330
Property Cards (Corporate Limits and ETJ)	30,000
County budget (All Funds)	117,329,532
Utility System Budget	10,204,639
Number of network users (total current, excluding 4300 students)	1500
Number of ERP system users (anticipated future)	175
Number of concurrent system users (current)	200
<b>General Ledger / Bank Reconciliation</b>	
Chart of Accounts Structure	
EXPENDITURE	1
Dimension 1 - Fund	3
Dimension 2 – Department	6
Dimension 3 – Object	4
Dimension 4 – Cost Center	3
Dimension 5 – Program	3
Dimension 6 – Project	3
REVENUE	1
Dimension 1 – Fund	3
Dimension 2 – Department	6
Dimension 3 – Object	4

General Ledger Account/GAAP GL Account	Yes
Fiscal year end	June 30
Number of funds (all funds)	26
Number of function codes	15 (basic types)
Number of balance sheet accounts	605
Number of expense accounts	12,577
Number of revenue accounts	1,461
Number of manual journal entries (monthly)	20
Number of cash accounts (includes eight school activity funds)	18
Number of bank accounts	9
Number of annual check voids	50
<b>Budgeting</b>	
Pre-Encumbrance Controls	Yes
Encumbrance Controls	Yes
Position Control?	No
Budget Entry Model (Centralized or Decentralized):	Decentralized
Number of Approval Levels	2
Budget Frequency	Annual
Number of Funds Budgeted	18
<b>Fixed Assets</b>	
Number of capitalized fixed assets:	839
Fixed asset tagging	No
Fixed asset capitalization threshold:	5,000
Tracking / reporting of non-depreciable assets	Yes
<b>Project/Grant Accounting</b>	
Do Projects/Grants Cross Funds	Yes
Do Projects/Grants Cross Departments?	Yes
<b>Purchasing/Contract Management/Inventory</b>	
Use of NIGP/Commodity Codes	No
Number of Requisitions per Month:	325
Number of Purchase Orders per Month	325

<b>Accounts Payable</b>	
Number of Vendors Maintained in Accounts Payable System (includes employee vendors)	20,008
Number of Invoices Input Annually	36,832
Frequency of Check Runs	Weekly AP
Check Signature Method	Electronic
Payments Types Supported	Checks, Auto drafts
Number of 1099s Processed Annually (2016):	99
<b>Cash Receipting</b>	
Receipting Model (Centralized or Decentralized):	Decentralized
Number of Cash Registers / POS Terminals:	7
<b>Human Resources and Payroll</b>	
Number of full-time employees	337
Number of part-time employees	151
Number of bargaining units	0
Number of applicants (annually)	500
Payroll frequency	Bi-monthly
<b>Permits and Inspections</b>	
Number of permits issued annually	1000 annually
Number of annual inspections	1800 annually
<b>Facilities</b>	
Number of County Staff Buildings	28
Number of other County facilities	64
<b>Miscellaneous Billing</b>	
Number of Utility Accounts:	10,000
Frequency of Utility Billing:	Monthly/Quarterly
Number of Miscellaneous invoices per month	35
Frequency of Miscellaneous Billing	Monthly
Number of Billing Cycles:	12
Number of Annual Miscellaneous Bills:	10
Number of Annual Late Reminders:	0
<b>Special Assessments (Tax Supplements)</b>	
Frequency of Billing:	13
Number of Annual Bills:	85

## 1.9 Overall Evaluation Process

Responses to this RFP will be evaluated by the Joint Administrative Services Board consisting of various process owners within the County, with assistance from others such as consultants and end users.

The County reserves the right to reject any and all proposals, use parts of various proposals in combination, whichever is in the best interest of the County. The County reserves the right to make multiple awards.

The County will be using the following process to reach a finalist Vendor decision:

1. **Round 1 Evaluation (Minimum Criteria):** As part of the Vendor's RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Vendor's response from further consideration:
  - **RFP Response**  
RFP response shall be submitted by the due date and time.
  - **Response Authorization**  
The RFP response shall be signed by an authorized company officer.
  - **Response Completeness**  
Vendor complied with all instructions in the RFP and provided a response to all items requested that includes sufficient detail, such that the proposal can be evaluated. The County reserves the right to waive any defect or omission in any proposal that does not materially affect the terms of the response to this RFP. Additionally, if Vendor indicates on the Contract Terms and Conditions Compliance Checklist (attached to the Contract Terms and Conditions) either "Exception" or "Not Comply," then Vendor's proposal may be rejected by the County as nonresponsive.
  - **Responsibility**  
The Vendor has the burden of demonstrating affirmatively its responsibility in connection with this RFP. A debarred potential proposer must automatically be considered non-responsible in connection with this RFP. The County reserves the right to consider a Proposer non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the Proposer unable to perform the requirements of the contract. A Proposer may be requested at any time by the Finance Director, or her designated representative, to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of a Proposer to furnish requested information may constitute grounds for a finding of non-responsibility of the Proposer.
- Core Modules**  
Solution must include functionality for Core Modules identified in Section 1.1.
2. **Round 2 Evaluation:** For those Vendors whose proposals pass the minimum criteria, the following categories of criteria will be used to further evaluate the proposals in the following order of preference from high to low:

- Functional Requirements
- Implementation Requirements
- Cost including both initial and on-going
- Technical Requirements
- General Vendor Background

The Joint Administrative Services Board, in addition to reviewing Vendor proposals, may receive and review analyses prepared by certain citizens, staff, public officials from other entities, and paid consultants as part of the evaluation process.

3. **Round 3 Evaluation:** The top Vendors in the Round 2 evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up requests for information from the County.
- On-site Vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation and other due diligence.
- Reference checking with comparable entities using the Vendor's proposed product
- Potential site visits to comparable entities using the Vendor's proposed product
- Discussion of any exceptions or deviations as identified in Section 12 of the proposal response (section 3.12, below).
- County access to vendor's online user forums.

At any point in time during Round 3 evaluation, a Vendor may be excluded from further consideration. At the conclusion of the Round 3 activities, the finalist Vendors shall be evaluated based on all previously collected information and assessments. The County reserves the right to request a best and final offer (BAFO), discuss contractual terms and conditions, and request additional information in connection with a statement of work (SOW) during its evaluation process.

The Joint Administrative Services Board, in addition to conducting their due diligence activities, may receive input from certain citizens, staff, public officials from other entities, and paid consultants as part of their process.

Based on this due diligence process, the County will then enter into contract negotiations with the Vendor whose overall solution best meets the needs of the County over the long-term. Further refinement of pricing and SOW may occur during this process such that the County can appropriately plan for resources to complete the ERP implementation.

## 2 Vendor Proposal Guidelines

### 2.1 Intent

It is the intent of the County of Pulaski ("the County"), through this Request for Proposal and contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from the Request for Proposal.

Before submitting a proposal, the Vendor shall be thoroughly familiar with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g., questions and answers) provided by the Vendor during the solicitation process shall be integrated into the final contract for services entered into between the County and the selected Vendor. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the County's internet site along with the RFP.

The Vendor shall determine, by personal examination and by such other means as may be preferred, conditions and requirements under which the agreement must be performed.

### 2.2 Deadline for Proposals

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these guidelines may be rejected as non-responsive.

**One (1) original and six (6) copies and one CD-ROM** containing the Vendor's proposal must be submitted **by 3:00 p.m., (local prevailing time) EST, 7/28/2017** to:

County of Pulaski  
Director of Finance  
Diane Newby  
143 3<sup>rd</sup> St. NW, Suite 1  
Pulaski, VA 24301  
[dnewby@pulaskicounty.org](mailto:dnewby@pulaskicounty.org)  
540-980-7705

All proposals must contain the wording: **Proposal for ERP System Selection, RFP # 17-02** on the package.

Proposals received after the deadline shall not be accepted and will be returned to the sender unopened via certified mail. Proposals may not be delivered via facsimile or e-mail. Proposals shall be sent by Federal Express (or comparable carrier) or hand delivered to the above address. The full name and address of the proposer shall be clearly marked on the outside of the package that is inside the Federal Express package or comparable carrier.

### **2.3 Preparation of Proposals**

Proposals shall be prepared in accordance with the Proposal Response Format, Section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

### **2.4 Requirements for Signing Proposal**

1. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
2. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. All manual signatures must have the name typed directly under the line of the signature.
4. The above apply to all RFP addenda.

**2.5 Statement of No Proposal**

If you **DO NOT** intend to bid on this proposal, please complete and return this page as soon as possible. Your response will assist us in evaluating all responses for this important project and improve our bid solicitation process.

- Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)
- Specifications are unclear (explain below)
- We are unable to meet specifications
- Insufficient time to respond to this Request for Proposal
- Our schedule would not permit us to perform the requested services
- We are unable to meet the bond requirements
- We are unable to meet the insurance requirements
- We do not offer a complete solution
- We do not compete in this geographic area
- Other: \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_



## 2.6 RFP Clarifications and Questions

If any person contemplating submitting a proposal is in doubt as to the meaning of any part of this RFP, he/she may submit to the County a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum. Failure on the part of the Vendor to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal. Vendor will acknowledge receipt of each addendum issued by signing each addendum as required by Section 3.15. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a Vendor shall be binding.

All inquiries regarding this proposal must be written and should be **emailed** to:

[dnewby@pulaskicounty.org](mailto:dnewby@pulaskicounty.org)

Inquiries regarding the proposal will be accepted up to and including **06/27/2017 at 3:00 p.m. EST**. Responses to questions will be mailed or emailed to Vendors who have submitted an "Intent to Propose" document via an addendum to this RFP.

All addenda can be obtained on the County's website at:

<http://www.pulaskicounty.org/bids.html>

## 2.7 Vendor Pre-Proposal Meeting

A non-mandatory Vendor Pre-Proposal tour of facilities will be held on 06/20/2017 from *10:00 a.m. EST until 12:00 p.m. EST* at:

Pulaski County Information Technology Department  
89 Commerce Street  
Pulaski, VA 24301

The purpose of this meeting is for Vendors to familiarize themselves with the physical layout of Pulaski County facilities, including location of equipment, buildings, etc. Any questions or clarifications will be addressed using section 2.6 "RFP Clarifications and Questions". Please notify the Director of Finance by email ([dnewby@pulaskicounty.org](mailto:dnewby@pulaskicounty.org)) prior to 1:00 p.m., 06/16/2017, of your intentions to attend.

## 2.8 Consideration of Proposals

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the County's Finance Director.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. Proposals on "equal" shall be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other

descriptive matter which will clearly indicate that character of the article covered by such proposal. The County hereby reserves the right to approve as an “equal”, or to reject as not being an “equal”, any article proposed which contains major or minor variations from specifications requirements but which may comply substantially therewith.

## **2.9 Basis for Award, Evaluation Criteria and Questions**

The qualification of proposal responders on this project will be considered in making the award. The County is not obligated to accept any proposal if deemed not in the best interest of the County to do so. The County shall make award to the qualified proposal responder based on fees submitted and response to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The County reserves the right to accept or reject any and all proposals, in whole or in part, that is deemed to be in the best interest of the County at its sole discretion.

The County reserves the right to waive any informalities or irregularities in proposals.

The County reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the County’s best interest at its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the County, shall be utilized in the final award. The County reserves the right to make multiple awards.

## **2.10 Award of RFP**

The Vendor shall be deemed as having been awarded this RFP when the written notice of award is provided by the County Administrator, Jonathan Sweet. Note that the successful Vendor, at the time of the award of this RFP, must be licensed to do business in the Commonwealth of Virginia.

## **2.11 Advice of Omission or Misstatement**

If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Vendor shall immediately notify the County of such error in writing and request modification or clarification. In such case, the County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.

Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting its proposal or it shall be waived. Any proposals that include assumed clarifications and/or corrections without required authentication of the same may be subject to rejection by the County.

## **2.12 Confidential Information**

Information contained in the Vendor’s proposal that is company confidential must be clearly identified in the proposal itself. The County will be free to use all information in the Vendor's

proposal for the County's purposes. Vendor proposals shall remain confidential until the RFP is awarded. The Vendor understands that any material supplied to the County may be subject to public disclosure under the Virginia Freedom of Information Act (FOIA).

### **2.13 Confidentiality Statement**

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the County.

### **2.14 Tax Exempt Status**

The County is exempt from paying sales taxes. The County's Federal Taxpayer ID No. is 54-6002979. The County is exempt from Federal Excise Tax. All prices should be quoted FOB Pulaski, VA.

### **2.15 Reserved Rights**

The County reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and to select the firm which, in the sole opinion of the County, best meets the County's needs. The County also reserves the right to negotiate with potential Vendors so that its best interests are served.

### **2.16 Advertising**

Vendor shall not advertise or publish the fact that the County has placed this order without prior written consent from the County's Finance Director, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

### **2.17 Trademarks**

The County warrants that all trademarks the County requests the Vendor to affix to articles purchased are those owned by the County and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the County.

### **2.18 Right to Request Additional Information**

The County reserves the right to request any additional information that might be deemed necessary during the evaluation process.

### **2.19 Right of Refusal**

The County reserves the right to refuse any or all proposals in their entirety, or to select certain equipment or software products from various Vendor proposals, based on the best interests of the County.

## 2.20 Proposal Preparation Costs

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subcontractors in responding to this request for proposal.

## 2.21 System Design Costs

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

## 2.22 Pricing Eligibility Period

All Vendor proposals are required to be offered for a term of not less than **180 calendar days** in duration. A proposal may not be modified, withdrawn or cancelled by Vendor during the 180 day time period following the time and date designated for the receipt of proposals. It is the County's intent to procure the software solution that meets the long term criteria of the County. The County, during the course of the selection process may conclude to purchase a subset of the Vendor's proposal components with the initial contract. The County requires that Vendors agree to honor software and services pricing established within the Vendor's proposal response for Vendor proposed components which are not included in the County's initial purchase, for a period of three (3) years from the date of the Vendor's proposal. The price of the proposed components can only be increased or decreased by the Vendor during that time period by the greater of the annual average Consumer Price Index, for all Urban Consumers (CPI-U), for the Washington, D.C. Metropolitan Area or 3%, whichever is less.

## 2.23 Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted shall include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and vendor travel charges.

## 2.24 Turnkey Solution

All prices quoted must include all hardware, equipment, software, and services necessary to make the system specified **fully operational** for the intent, function, and purposes stated herein. The County reserves the right to purchase hardware separately.

## 2.25 Purchase Quantities

The County reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

## 2.26 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendors that are submitted as part of

the proposal shall become the property of the County upon receipt, a part of a public record upon opening, and will not be returned.

The County reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities in the proposal process and to accept any proposal in the best interest of the County.

## **2.27 Insurance Requirements**

Prior to beginning work under the contract, the Vendor shall furnish to the Finance Director a certificate or certificates of insurance, showing that the Vendor has obtained, at its own expense, all insurance coverages listed in the "County of Pulaski Insurance Requirements." These certificates of insurance shall list the County of Pulaski as an additional insured in the amounts and types of insurance listed in the "County of Pulaski Insurance Requirements."

### **3 Proposal Response Format**

To facilitate the analysis of responses to this RFP, the Vendor is required to prepare its proposal in accordance with the instructions outlined in this section.

**Vendors must abide by the following instructions. Failure to do so may result in proposal rejection.**

- **Respond in full to all RFP sections.**
- **Use the Proposal Response Section # and Section Title provided in the table below in the proposal response.**
- **For each question asked in the RFP, provide the question asked and the answer using the RFP Section #.**
- **Refer to the table below for a crosswalk of the RFP section number and the proposal response section number.**

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized according to the Proposal Response Section # and Section Titles as follows:

RFP Section #	Proposal Response Section #	Section Title
3.1	1	Executive Summary
3.2	2	Company Background
3.3	3	Proposed Solution
3.3.1	3.1	Minimum Criteria
3.3.2	3.2	Application Software
3.3.3	3.3	Content Management
3.3.4	3.4	Application Development
3.3.5	3.5	Technical Infrastructure
3.3.6	3.6	System Performance
3.3.7	3.7	Security
3.3.8	3.8	Application Service Provider or Hosted Option
3.4	4	Implementation Plan
3.4.1	4.1	General Implementation Approach
3.4.2	4.2	Project Management Approach
3.4.3	4.3	Hardware, Software and Storage Design and Installation
3.4.4	4.4	Data Conversion Plan
3.4.5	4.5	Report Development
3.4.6	4.6	Integrations and Interfaces
3.4.7	4.7	Training
3.4.8	4.8	Change Management Approach
3.4.9	4.9	Testing
3.4.10	4.10	Operational Redesign
3.4.11	4.11	System Documentation and Manuals
3.4.12	4.12	Disaster Recovery Plan
3.4.13	4.13	Knowledge Transfer
3.5	5	Staffing Plan

3.6	6	Ongoing Support Services
3.6.1	6.1	Support and Maintenance
3.6.2	6.2	Licensing
3.6.3	6.3	Software Updates and Distribution
3.6.4	6.4	Customizations
3.7	7	Functional System Requirements
3.8	8	Technical Requirements
3.9	9	Vendor Background Questionnaire
3.10	10	Client References
3.11	11	License and Maintenance Agreements
3.12	12	Exceptions and Deviations
3.13	13	Other Required Forms and Attachments
3.14	14	Cost Proposal
3.15	15	Addenda

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

This document has been provided electronically to assist in the preparation of the Vendor proposal.

Costs for the Vendor's proposed solution shall be submitted on the Proposal Pricing Forms provided in the attached/included Microsoft Excel File. Costs shall include the complete costs for the solution including travel and operating costs. Use additional pages as needed.

### 3.1 Executive Summary

This part of the response to the RFP shall be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary shall contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary shall not include cost quotations.

### 3.2 Company Background

Vendor must provide information about its company so that the County can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. Information that Vendors shall provide in this section are as follows:

1. The company's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dun & Bradstreet report (D&B) as part of the Vendor proposal response.
4. If the Vendor is proposing to use a subcontractor on this project, please provide background information on the subcontractor, Vendor relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The County has the right to approve or reject all subcontractors of the Vendor at any time.

### 3.3 Proposed Solution

As the County is contemplating a County-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

#### 3.3.1 Minimum Criteria

As noted in Section 1.9 of this RFP, proposed solutions **MUST** meet all of the following requirements. **Proposals not meeting these requirements shall be rejected.** Vendors shall acknowledge acceptance of these terms and include the following checklist in Section 13 of their proposal response.

Minimum Criteria	Yes/No
<ul style="list-style-type: none"> <li>• <b>RFP Response</b> RFP response is submitted by the due date and time.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Response Authorization</b> The RFP response is signed by a company officer.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Response Completeness</b> Vendor complied with all instructions in the RFP and provided a response to all items requested that includes sufficient detail, such that the proposal can be evaluated.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Core Modules</b> Solution must include functionality for Core modules identified in Section 1.1.</li> </ul>	

#### 3.3.2 Application Software

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe the history of the last three application releases including dates and content. What percentage of users are operating on the most recent release?
4. Describe unique aspects of the Vendor's solution in the marketplace.
5. Describe components of the solution that are industry standards versus being proprietary to the Vendor.
6. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced.
7. Describe the contents of major new releases in 2016 and 2017 that will be of interest to the County.
8. Describe other software modules of your system that may be of interest to the County that have not been specifically requested.
9. What are your plans to use web services technologies in your product?
10. Describe your portal strategy.
11. Does your proposed solution use e-mail and/or instant messaging as part of its core functionality? If yes, describe.
12. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
  - a. Nature of relationship with the third-party Vendor,



- b. Reason that this product is a third-party product versus being part of the software Vendor's solution,
- c. Reason why this particular solution was chosen over other solutions in the marketplace,
- d. Length of the existing relationship; and,
- e. Extent to which this third-party product is integrated with the Vendor's solution.

### 3.3.3 Content Management

For the purposes of this RFP, Content Management is defined as an umbrella term representing a vision and framework for integrating a broad range of content management technologies and content formats, including:

- Document-capture management for capturing and managing paper documents.
- Document management for check-in-out, version control, security, and library services for business documents.
- Document-centric collaboration for document sharing and supporting project teams.
- Records management for long term archiving and for automating retention and compliance policies, and to ensure legal or regulatory record compliance.
- Web content management for automating the webmaster bottleneck and managing dynamic content and user interaction.
- Workflow for supporting business processes and routing content, assigning work tasks and states, and creating audit trails.

Proposed Content Management systems shall:

1. Provide detailed information on your proposed content management solution and describe the extent to which this solution is inherently included as part of your base, "out-of-the-box" product or is provided as part of your integrated solution. Your content management solution should include the following elements:
  - a. Forms management
  - b. Workflow & workflow management
  - c. Electronic signatures
  - d. Capture, index (metadata), store & retrieval, OCR
  - e. Search
  - f. Archiving
  - g. Integration with email (please specify vendor(s) and version(s)).
2. If you have a partner Vendor for imaging and content management, describe the relationship. What is the strength and longevity of your partnership? Who is responsible for system performance and issues?

### 3.3.4 Application Development

1. In what programming language is your source code written?
2. In addition to the core system software, additional application development may be needed for custom code development for “special modules”, enhancements, application programming interfaces (APIs), or interfaces to other systems,
  - a. What programming language(s) do you use for this?
  - b. Do you provide these programming services?
  - c. If yes, provide a description of the services you provide.
  - d. If no, do you have partners who provide these services?
  - e. If yes, provide their names.
  - f. If there are distinctions between partner levels (e.g. certified, gold, etc.) please provide the definitions of the levels of partnerships and the level of each partner whose name you provide.
3. Identify the development tools and methodology used by the Vendor in designing, developing, maintaining, and enhancing the application system. If specific CASE or Object-Oriented tools are used, provide the name, version, and Vendor name providing the tools.
4. What do you do in your application development process to ensure the security of your application’s code (e.g. SQL Slammer, etc.)?
5. What do you do to improve defect detection and correction in your application development processes?
6. What is your process for notifying the customer and fixing bugs once they have been identified?
7. Provide information on known outstanding bugs in your software and how they are being addressed.
8. Is the software organization that developed the software you are proposing rated using the Software Engineering Institute’s Capability Maturity Model (CMM)? If yes, what is the current rating for the organization that developed the proposed software? What organization performed the rating?
9. Describe data exchange standards (e.g. XML, Web Services, EDI) supported or provided by your product.
10. Before software is released into general use, describe the security testing performed. Who performs the testing? Describe the process.
11. What will you do to address vulnerabilities in your product discovered subsequent to us deploying your code? In what time interval will they be fixed (Critical & non-critical)? At what cost to the County?

### 3.3.5 Technical Infrastructure

The Vendor is required to provide the following information. This will be used in the evaluation process. Vendors shall identify where conflicts may exist between their solution and current technologies being used in the County as described in Section 1.5 of the RFP.

1. Hardware and Storage Environment
  - a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the County, application modules, database size, and anticipated growth, must be provided.

- b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. VMWare, Xen, Hyper-V) and application accelerators and note what vendors you partner with or recommend and/or support.
- c. Describe the physical and technical preferences for a User Acceptance Testing (UAT) environment?
- d. Describe your proposal's information architecture/model (preferably using a PowerPoint or Visio diagram). This shall depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, Vendors, invoices, etc.)
2. Communication Systems - Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the County's current WAN and remote computing requirements and indicate what changes are required or recommended.
3. Database Environment
  - a. What database administration/management tools do you recommend?
  - b. Does your proposal contain or envision the use of a data warehouse? If yes, describe your data warehousing capabilities and architecture.
4. System Administration Tools - Vendors shall describe the system administration tools that are used to manage the application including any data archival tools, tools for managing application updates, online help management tools, etc.
5. Remote Access
  - a. Identify how your solution supports mobility needs, including field use and remote-access use.
  - b. What are the remote access capabilities of your proposed system? Describe the methods supported (MS Terminal Services, web-access, SSL VPN, etc.).
  - c. Remote access to your proposed system through the internet will generate additional traffic to/from the County's internet infrastructure, including internet access lines. We request information that will help us ensure that we have capacity to handle the additional traffic. What internet services provider bandwidth will be consumed by a typical remote user of your system? Or what other information can you provide to enable us to size our lines?
6. Directory Services and User Administration - Describe how your system integrates with existing Directory Services (LDAP, MS Active Directory).
7. Network & Application Management – Please describe the network management systems that either your system uses, interoperates/integrates with, or you recommend. Please specify.
8. Search – Describe the search capabilities of your system. What search engine do you use?
9. Desktop - Describe what client software (if any) is required to utilize the system (e.g. Desktop Client application, mobile app, Active-X controls).

### 3.3.6 System Performance

1. System response time must not impede the ability for departmental staff to perform their required job functions using the system. The system must be available 99.5% of the time,

except for planned downtime. Describe system performance of the proposed solution including reference to the following performance areas:

- a. Guarantees on system performance
  - b. Studies/benchmarks on system failure frequency, duration and impact and root-cause analysis
  - c. Problem avoidance techniques
  - d. Evidence of system scalability to meet future needs as noted in Section 1.8 of this RFP (key transactions volumes).
2. Additionally, minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application must be provided such that the County can determine the extent to which existing computers must be upgraded or replaced.

### 3.3.7 Security

1. Describe the identification and authorization capabilities of your proposed solution:
  - a. For users and
  - b. For system administrators and DBAs.
2. Describe the security audit capabilities of your proposed solution.
3. The time between when a software vendor announces a security flaw and the time the first exploit appears is becoming shorter.
  - a. Will you commit to having critical security vulnerabilities patched on the system you are proposing within 10 business days after the public announcement by the vendor (e.g. Microsoft SQL Server, Oracle)?
  - b. Will you commit to revising your software to interoperate with Microsoft Windows operating system critical security patches within 10 business days after public announcement (typically posting on web page) by Microsoft (e.g. XP Service Pack 2 & other critical security vulnerabilities)?
4. What functions does your proposed system have to protect the privacy of information designated "private" (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, etc.) that it processes or stores?

### 3.3.8 Application Service Provider (ASP) or Hosted Option

***Note: Response to this section is optional. Vendors will not be penalized for lack of response to this section.***

1. Describe your **Application Service Provider (ASP) model**, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the County's network and bandwidth, and any partners that may be involved in service delivery.
2. Provide the total number of **clients and corresponding number of end-users** of hosted solutions currently supported by your company.
3. Describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
4. Describe your **support model**, including: cost structure for support calls.
5. Describe your **data center and storage facilities**, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.
6. Describe your **logical security**, including: firewall security, authentication controls, and data encryption capabilities.

7. Describe your **change management**, upgrade, and patch management policies and practices?
8. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
9. Describe how you will help the County move to a new operation at the **end of the contract** term or if the contract is terminated, including the process for notifying of termination.
10. Provide a copy of your most recent **SAS70 audit**.

### 3.4 Implementation Plan

The Vendor shall provide an implementation plan in narrative format supported by an activity-level implementation schedule including timing that details how the proposed solution shall be implemented. This implementation plan shall include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Hardware, Software & Storage Design and Installation Consulting
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Change Management Approach
9. Testing
10. Operational Redesign Approach
11. System Documentation and Manuals
12. Disaster Recovery Plan
13. Knowledge Transfer

The Vendor shall not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that they add value to the overall implementation.

***It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise.*** Further details on what shall be provided as part of the Vendors proposed implementation plan are included in the following subsections.

As the County is contemplating a County-hosted versus Vendor-hosted (ASP) solution, aspects of the services to be provided should be clearly delineated where they vary between these two approaches.

In connection with the implementation plan and the County's due diligence activities described herein, what is the earliest the Vendor could begin the County's implementation, following contract negotiations.

#### 3.4.1 General Implementation Approach

The Leadership has accepted the Study recommendation to pursue a phased implementation. Provide a general overview of the phased implementation approach you plan to use for the County that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.

2. Describe the key factors for success in this type of project.
3. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the County.
4. Describe how you conclude on a preferred implementation phasing of software modules.
5. Describe the proposed nature of the transition period in moving from the current system to your solution.
6. Describe your approach towards running parallel systems for a period of time.
7. Describe the sequence and timing of modules to be phased in along with the rationale for this sequence and timing.

Any unique tools, techniques or methods that you use shall be described in this section.

### **3.4.2 Project Management Approach**

Vendor shall provide project management resources leading to the successful deployment of the system. This vendor project manager will work as a team member with the County's Project Management team. It is expected that this project manager will be "on the ground" as appropriate to team with the County. This project manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

Provide an overall description of the Vendor project management approach towards this type of engagement. This would include a description of the Vendor methods for support of each of the five project management phases of this project (initiating, planning, executing, controlling and closing). Indicate any tools, templates and methods that the Vendor plans to use to manage this project in the following areas:

1. Project charter development
2. Risk assessment and management
3. Communication management
4. Issues and action item management
5. Meeting management
6. Change order management.

The County requests that the Vendors respond to each of the following items related to project management:

1. Based on information provided in this RFP and experience in working with other cities and counties, what is the Vendor's perspective on the most significant risks to this project and how do you plan to mitigate these risks?
2. How does the Vendor plan to manage the material that is produced during the project through potential solutions such as a collaboration environment?
3. To what degree does the County have access to Vendor's work papers developed during the course of the project?
4. What is your process for monitoring, escalating and resolving issues that will arise during the project?
5. How do you propose to keep the project on task?
6. Provide a clear delineation of project management responsibilities between the County and the Vendor.
7. Provide specific information on project close-out activities to transition support to the County.

8. Please describe the project management services you will provide to migrate to your proposed solution?
9. How will project management be resourced?
10. Provide an activity-level work plan for achieving the successful deployment of your proposed system.

### **3.4.3 Hardware, Software and Storage Design and Installation Consulting**

The County usually installs the required hardware and communications equipment for applications. We are open to other proposals to accomplish a successful deployment. The Vendor is expected to specify, furnish, deliver, install and support all application and system software that may include pre-installing or equipment staging. What do you propose for the most effective deployment of hardware, communications and related equipment?

Additionally, the County expects the selected Vendor to conduct a test of the system backup and recovery solution prior to go-live.

### **3.4.4 Data Conversion Plan**

Data conversion shall occur when migrating to the new application. The Vendor is expected to assist the County in the conversion of both electronic and manual data to the new system. The County is willing to enter new transactions into the new system in a “point forward” manner, and consult past transactions on the replaced system. However, this can only be accomplished if the cutover timing to the new system is correct for given modules. Master file data should be converted wherever possible. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

1. Describe your general approach towards data conversion and how you would work with the County to conclude what should be converted.
2. Please describe your organization’s recommended approach toward retention of legacy data. Please describe what options are available / supported within your proposed solution. Also, please provide any relevant references of organizations who have successfully addressed legacy data with your solution.
3. Does that vendor have tools that would allow the County to perform conversion uploads should this be preferred?
4. Do you foresee any issues in migrating data from the current County databases (see Section 1.5 – Current Technical Environment) into your system?

### **3.4.5 Report Development**

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide knowledge transfer to the County staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc.

1. What is the query tool and report writer that Vendor is proposing?
2. What is your definition of a report?
3. What reports are available out-of-the-box? Provide a list and samples. Are any or all of the costs included in the base software / implementation cost?
4. What is the incremental cost for reports not included as part of the base?

5. Describe your process for determining the scope of reports that will have to be developed (not out-of-the-box) and what effort it will take to develop and test them? What costs will this be to the County?
6. It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. It is also expected that the system will provide the ability to upload and download information ensuring integrity of uploaded information. Does your proposal meet this expectation?
7. Provide information on your reporting approach including:
  - a. Description of various methods of reporting including business intelligence,
  - b. Methods for the County to identify, specify and develop required custom County reports during the implementation; and
  - c. Method for testing developed reports.

**3.4.6 Integrations and Interfaces**

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the County.

1. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
2. As it pertains to the County’s current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the County.
3. Describe opportunities for making local configurations or development of interfaces without compromising the integrity of the base system.
4. Describe how unique record identifications can be maintained between systems to ensure accurate interfaces.

**External Integration Environment**

The following table contains a listing of current and/or desired County interfaces with applications controlled by others, and their likely need in a future integrated environment. Existing County interfaces between core modules that currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced, are not included as they are assumed to be included in an integrated solution. County controlled applications where integration is required are listed in the table “Current Application Environment, above. In the associated Microsoft Excel pricing spreadsheet please: (1) provide pricing for interfaces, (2) indicate whether the base system includes the interface ability, or (3) indicate whether the vendor lacks the information to evaluate the interface.

Data Flow Item #	Data Flow Description	Source Application	Target Application	Exists in Current County Environment
1	Cleared checks	National Bank	Bank Reconciliation	No
2	Budget book creation	Budget Preparation	Documents Excel & Word	No, done manually



<b>Data Flow Item #</b>	<b>Data Flow Description</b>	<b>Source Application</b>	<b>Target Application</b>	<b>Exists in Current County Environment</b>
3	Real Estate Tax information	CAMA, Real Estate Accounts Receivable	Real Estate on the Web	Accounts receivable – yes on treasurer web
4	State Contract Purchasing	eVA	Purchasing	Yes
5	School Grants	Grants Management	State OMEGA	No, done manually
6	Government Grants	Grants Management	GMS, GMIS, GPRS, OJP BVP, COPS	No, done manually
7	Vehicle Assessment Data	National Automobile Dealers Association (NADA) Official Used Car Guide	Tax Billing	49103
8	Compensation Board Reporting	Payroll, AP	State of VA COIN	No, done manually
9	Health Insurance Premiums	Payroll	State of VA (DHRM-TLC)	Potential for this Currently self-insured
10	403(b) Vendors (school)	Payroll	Admin Partners	No, done manually
11	457 Vendors (County)	Payroll	Multiple	Yes
12	Health Savings Account Deductions	Payroll	Health Savings Bank	Yes
13	Federal W2's	Payroll	SSA	Yes
14	Flex payments (childcare and health expense)	Payroll	Flexible Benefit Administrator	Manual Process & Payroll
15	Life Insurance payments	Payroll	VRS & Minnesota Life (optional Ins)	Manual Process & Payroll
16	Long-Term Care Insurance payments	Payroll	Genworth	DSS Process & Payroll
17	Retirement (deferred comp)	Payroll	Nationwide/ ICMA-RC	Manual Process & Payroll
18	SSN Verification	Payroll	SSA	No
19	State Retirement System	Payroll	VRS	Payroll & Manually
20	State tax withholding, garnishments	Payroll	VA, WV	Payroll & Manually
21	State W2's	Payroll	VA, WV	Yes
22	VA Social Services	Payroll	LETS	Manual Process
23	Payroll Data	Payroll Vendors	Payroll/HR	Manual Processes

<b>Data Flow Item #</b>	<b>Data Flow Description</b>	<b>Source Application</b>	<b>Target Application</b>	<b>Exists in Current County Environment</b>
24	ACH Direct Deposit	Payroll, AP	National Bank	Yes
25	Administrative costs related to Virginia Department of Social Services positions	Payroll/HR	Virginia Department of Social Services (Laser)	Manual upload from Thomas Brothers
26	Wire Transfers	State	AR	Manually
27	Investment management	State LGIP	Cash Management	No
28	Debt set-off program (vehicle tax)	Tax Billing	VA Dept. of Taxation	Yes
29	Administrative costs related to Virginia Department of Social Services positions	Virginia Department of Social Services (Laser)	Project/Grant	Manual upload from Thomas Brothers
30	File of tax payments from mortgage service company	Multiple sources	Tax Billing	Yes
31	Federal 1094 and 1095 Forms	Payroll	IRS/SSA	Yes
32	State VEC report	Payroll	Virginia Employment Commission	Yes

### 3.4.7 Training

The County intends to explore the advantages, disadvantages and related costs of two ERP implementation training approaches:

1. **Baseline (Minimum) End User Training Approach:** All end-user and technical training will be performed on-site through implementation and be performed by the Vendor.
  - a. End-user implementation training shall be provided by the Vendor and to relevant County process owners of the new ERP software system.
  - b. Technical implementation trainings shall include training for County IT staff on the technologies required to support the new ERP system.
2. **Train the Trainer (Optional) Training Approach:** The Vendor shall incorporate a “Train the Trainer” approach where only key County team leads will be trained through implementation on their modules and then they will train the remainder of the County staff in their respective areas.
  - a. There would be roughly 2-4 subject matter experts (SME’s) for each module including one team lead and this training would be provided at a County facility.
  - b. Training materials shall be supplied by the Vendor that the SME’s and team leads could use for training their staff.
  - c. Web conference or remote online tutorial sessions would be available to SME and team lead staff to participate in after initial training was completed in their module.
  - d. Technical implementation training shall include training only key IT staff (2-4) to support the new ERP system.

The Vendor should provide an overall description and pricing of **both** training methods set forth above, including the following:

- General time frames in which both types of training will be conducted
- The Vendor must list the nature, level, and amount of training to be provided for both options in each of the following areas:
  - Technical training (e.g., programming, operations, etc.)
  - User training
  - Other staff (e.g., executive level administrative staff)
- Types of documentation that will be developed by the Vendor
- Tools that will be used in developing the training material
- On-going training opportunities
- Ability to provide online training material versus classroom training
- Training logistics
  - i. Define the physical training requirement, by role, needed to effectively deliver your proposed training approach
  - ii. Clearly detail any physical and or technical requirements required to conduct training
  - iii. Any training that cannot be easily accommodated or is not practical to be performed onsite should be specifically identified. Alternatively, the County is open to conducting remote training via the internet but wishes to understand the pros and cons of such an approach.

### **3.4.8 Change Management Approach**

The County recognizes that a movement from the current environment to a new solution will present change management challenges. The Vendor shall clearly identify their approach towards Change Management including any unique approaches or tools that will be used.

### **3.4.9 Testing**

1. The Vendor shall describe its recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance it anticipates providing to the County related to testing:
  - a. System Testing
  - b. Integration Testing
  - c. Stress / Performance Testing
  - d. User Acceptance Testing (UAT)
  - e. Security
2. Describe your process for ensuring that your software is at a state of quality such that User Acceptance Testing goes smoothly versus discovering data conversion and software bugs during the UAT process.
3. Please describe your preferred methodology for conducting UAT.
4. Describe your process for transitioning from UAT to go-live considering the possibility of open issues that may require resolution.

### **3.4.10 Operational Redesign**

With the deployment of a new application, the County wishes to take advantage of capabilities within the software that provide support for operational improvements. Vendors are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

In addition, please describe your organization's ability to assist in a County wide redesign of the chart of accounts to best leverage the capabilities of the system in order to meet the County's overall financial tracking and reporting objectives. Please provide any relevant references of organizations that you successfully assisted through a chart of accounts redesign process in conjunction with the implementation of your proposed solution.

### **3.4.11 System Documentation and Manuals**

The Vendor is expected to provide user manuals and online help for use by the County as part of the initial training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the course of the project.

Any forms and contracts the Vendor proposes to include as part of any agreement resulting from this proposal response between the Vendor and the Client must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. Client reserves the right to accept or reject in whole or in part any form or

contract submitted by a Vendor and/or to require that amendments be made thereto, or that an agreement drafted by the Client be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements.

#### **3.4.12 Disaster Recovery Plan**

Please describe the services you provide for disaster recovery, as part of your proposed solution. If a third-party vendor is used for offsite data backup storage, describe how this vendor is audited, and the frequency of any audits performed.

#### **3.4.13 Knowledge Transfer**

The Vendor shall describe its process for ensuring that knowledge transfer occurs to County staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

### **3.5 Staffing Plan**

1. The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project to include the following information:
  - a. Role on the project
  - b. Educational background.
  - c. Number of years conducting their proposed role on the project.
  - d. Expected time commitment to the project.
  - e. If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.
  
2. Additionally, the Vendor shall address the following items:
  - a. Identify the degree to which Vendor staff will be onsite versus off-site during the project.
  - b. Provide the following with respect to expectations on County staff involvement during the project for both a County-hosted and Vendor-hosted solution including the following:
    - i. Overall project organizational structure identifying the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.
    - ii. Identification of the number of County staff expected to be committed to the project, by role.

Use the table provided below to complete the time commitment for County staff during the project. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.

Project Role	Project Responsibilities	Average Number of County FTEs Required Over Entire Project
Technology Leadership (system policies, best practices compliance)		
Project Manager (County Finance Director)		
Functional Process Team Leaders		
Functional Process Team Participants		
Training Coordinator Team Lead		
Technical Team Members (School and Government IT Director)		
Other Roles		

### 3.6 Ongoing Support Services

#### 3.6.1 Support and Maintenance

1. The Vendor must specify the nature and conditions of any post-implementation support options including:
  - a. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
  - b. Telephone support, including the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.
  - c. Help desk services and costs for technical support and end users. Specify days and hours and any escalation options and procedures. If there is a Service Level Agreement for your Help Desk, please provide a copy with your RFP response.
  - d. Toll-free support line
  - e. Users group (i.e. - information about it, number of localities that are members, where it is held and when). If no, are you planning one?
  - f. Online knowledgebase (i.e. – how it is accessed, who updates it, etc.)
2. Identify the party or business unit that is responsible for the support options provided above. The Vendor shall include information for a County-hosted versus a Vendor-hosted solution, if both are proposed.
3. Likewise, the County requests that the Vendor provide the following with respect to expectations on County staff involvement to provide on-going support of the application for both a County-hosted and Vendor-hosted solution including the following:
  - a. Identification of an appropriate governance structure in which to manage the application going forward
  - b. Identification of the number of staff expected to be committed to providing on-going application support including the following:
    - i Role
    - ii Responsibility
    - iii Estimated time commitment in terms of FTE time including technical and business staff within the County
  - c. For IT staff resources, provide the additional following information as well:
    - i Type of positions required (e.g., help desk, trainer, DBA, report developer, application support, system administrator, security administration, etc.)
    - ii Number of FTEs within each position
    - iii Skill sets required for each position
    - iv Training required and whether the Vendor provides this training
4. Do you limit the number of County people who can call in for support? If yes, explain your model and how additional people can be included and at what incremental cost? If there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?
5. Describe the types of support needed to keep the product under current support and to keep the product enhanced. Describe your maintenance programs and options with associated pricing.
6. Do you offer a “software as a service” (SaaS) model where there is no up-front license fee, but instead a monthly charge which may include maintenance? If yes, describe and provide costs relative to the system you are proposing.

7. Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.
8. Describe your policy for supporting past versions of the software. How many back versions do you support?

### **3.6.2 Licensing**

Describe the following with respect to software licensing:

1. Describe your licensing scheme (e.g. enterprise, module versus system, concurrent versus named, external internet user(s), query versus user, etc.) and how that works in a disaster recovery situation.
2. Describe how licensing is structured (e.g. alternatives, base software + per user licenses, license costs, license-packs, incentives, etc.). Identify how costs are determined for adding additional users after the initial purchase. Identify any licensing distinctions for County users and business partners to access the system remotely through the internet (e.g. employee self-service, Vendor checking on status).
3. From time to time consultants, business partners or other non-employee type personnel need to access the licensed software. Under your licensing agreement, will these types of users have access?

### **3.6.3 Software Updates and Distribution**

1. It is anticipated that all system updates and release patches will be downloadable from the Vendor's web site. An accumulation patch process is desired. Provide information on how server and client side software updates are received, processed and distributed to either the server and/or client environment, including but not limited to:
  - a. Backward version compatibility and support of back versions
  - b. Timeframe/policy on moving to new versions
  - c. Automatic product upgrades or on demand
  - d. Ease of implementation for County staff versus need to contract for services
2. Describe the product release cycle including:
  - a. Frequency of upgrades/enhancements or new versions (major and minor version releases)
  - b. Contents of release,
  - c. How long release takes to implement
  - d. Use of release notes

### **3.6.4 Customizations**

The Leadership has expressed a strong disposition against any customization. However, it may turn out to be a necessity. To that end, describe the process for managing local customizations to include:

1. How does the Vendor define customization versus configuration?
2. How can the County customize or configure the software directly without Vendor involvement?
3. How are local customizations or configurations maintained when installing new releases of the Vendor's software?
4. Who owns the modifications made to the system?



### 3.7 Functional System Requirements

Responses to the requirements listed in Section 4 of this RFP must be provided in this section of the Vendor's response. Use the Functional Requirements excel sheets provided and attach added explanation pages as necessary.

### 3.8 Technical Requirements

This section contains the technical requirements used to control the primary system components. The Vendor must recommend a product, including identification of version number, and that application should be capable of the following:

1. Multi-Tasking - The system must permit simultaneous database accesses, permitting simultaneous access to files and queuing update requests at the record or field level when field contention prevents simultaneous updates. In addition, it must permit concurrent processing of batch and online jobs accessing and updating the same data files and database while maintaining desired performance levels.
2. Logging, Restart, and Recovery - The system must provide restart capabilities, rollback and recovery, as well as database access activity-logging and back-out.
3. Performance and Activity Statistics - The system must support performance-monitoring tools and activity statistics reporting features. Statistics shall be available on database access rates (both update and query) by program, terminal, and ID, and by time of day.
4. Administrative Tools - The system shall include a powerful set of administrative tools to monitor usage, trace database access chains, reorganize the database, determine and resolve problems, optimize schema and sub-schema definitions, model, report areas/pages percent full, and to optimize file placement and layout.
5. Data Dictionary Facility - The system shall include an active integrated central data dictionary. This dictionary should be an integral component of the data access capabilities, including the definition of both data attributes and values.
6. Data Import/Export Facility - The system shall include a data import/export facility that permits transferring data from other data files into the database and exporting data outside of the system.
7. End-User Query Facilities - The system must have end-user query facilities that permit easy access to the information in the database (QBE).
8. Structured Query Language - The system must support the use of an industry standard structured query language (SQL); more specifically, support of the ANSI/ISO standard.
9. Referential and Entity Integrity - Rules for maintaining entity integrity (only one row in a table for each unique primary key) and referential integrity (validating the existence of foreign keys) must be supported.
10. Script Execution – It is desirable to have the ability to schedule scripts for deferred, unattended execution.
11. Printing – Provide centralized printing for check distribution and remote printing for all other functions.
12. Master Records. Provide the ability to rename a master record key field to convert the key of the master record. Ability to move detail records from one master record to another.
13. User Level Help. Provide user level on-line help throughout system screens.

A successful Vendor shall adhere to solutions that comply with industry standard technologies.

### **3.9 Vendor Background Questionnaire**

The Vendor must respond to the Vendor Background Questionnaire in Section 7.2 of this RFP.

### **3.10 Client References**

The Vendor must provide at least five references from clients that are similar in size and complexity to the County. The format for completing the Vendor references is provided in Section 7.5 of this document. In addition, the County requests a listing of all municipal clients. If possible, at least one of these references should be a Vendor-hosted solution.

### **3.11 License and Maintenance Agreements**

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (*i.e.*, hardware, software, operating system, database, etc.). Indicate the basis on how licenses are structured (alternatives, base software + per user licenses, license costs, license-packs, incentives, etc.).

### **3.12 Exceptions and Deviations**

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "Exceptions/Deviations from Proposal Requirements." This section shall be all-inclusive and shall contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, shall not be accepted as deviations, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

### **3.13 Other Required Forms and Attachments**

Please include all other required forms in this section to include:

- a. Minimum Requirements checklist
- b. Contract terms and conditions compliance checklist
- c. Contract terms and conditions compliance checklist – Exception explanation
- d. County of Pulaski Insurance Requirements Compliance
- e. Certified Statement of Non-Collusion
- f. Disclosures Relating to County Officials and Employees
- g. Equal Employment Opportunity Agreement
- h. Sexual Offender Certification
- i. Use of Contracts by Regional Jurisdictions
- j. Proposal Forms (all forms in Section 7)
- k. For Vendors who are proposing a hosted solution, please additionally supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SAS 70 audit.

### 3.14 Cost Proposal

Costs for the Vendor's proposed solution should be submitted on the Proposal Pricing Forms provided in the associated Excel document.

- The County will not consider time and materials pricing. Proposers shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other.
- The Proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.
- In the event the product or service is not being included in the Vendor proposal, the item should be noted as "No Bid".
- Proposer shall provide all pricing alternatives in these cost sheets.
- The Proposer shall provide prices in U.S. dollars.
- Proposer shall make clear the rationale and basis of calculation for all fees.
- Proposer shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

In presenting software license fees, the Proposer shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), and machine classes are included for each price;
- Indicate whether a product is for "server" or "client," as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

To the extent possible, Proposer shall show any applicable discounts separately from the prices for products and services.

The County prefers that Proposer provide separate prices for each item in the proposed solution. However, the Proposer is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the County.

The County reserves the right to pursue direct purchase of all items and services proposed, as well as to obtain independent financing.

### 3.15 Addenda

Include all original, signed copies of addenda in this section.

## **4 Functional Requirements**

### **4.1 Introduction**

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of the County in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

**Identified in the attached Excel spreadsheet are a number of requirements that must be addressed by the Vendor's proposal.** These requirements are considered mandatory in implementing the complete solution as defined in Vendor's Proposal Response Section 3. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the County's current and future data needs.

The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the County:

- H = High Priority**      This is a feature that the County already has in their current software or a necessary feature.
- M = Medium Priority**   This is a feature that the County would like in the new system but currently does not have.
- L = Low Priority**        This is a feature that is not applicable at this time or something that could be a future deployment.

Each Vendor should review the specifications and reports listed in each subsection and respond as to their availability within the Vendor's software system. The responses should be entered under the "**availability**" column of each form as follows:

- Y**    If functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade.
- R**    If functionality is provided through reports generated using proposed reporting tools.
- T**    If functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor).
- M**    If specification / report is available through modification to the software
- F**    If functionality is provided through a future release that is to be **available within 1 year** of the proposal response.
- N**    If functionality is not provided

Use the **Cost** column for “M” or “F” responses to estimate the cost to be incurred by the County to secure the specification/report. Use the **Comment** column to provide additional comments pertaining to your response for that item.

## **5 Contract Terms & Conditions**

### **5.1 Introduction**

The following section contains the County of Pulaski's preferred contract terms and conditions which have been edited specifically for this RFP based on both the County of Pulaski's policies as well as industry best practices related to technology-related procurements. Vendor responses to the contract terms outlined in this section per the form submitted with Vendor's response will be considered in the evaluation process. It is anticipated that the selected Vendor's response to the terms and conditions listed in Section 5.2 shall be incorporated into the Vendor's standard terms and conditions (or incorporated as an addendum) during the due diligence and/or contract negotiation processes. The County of Pulaski reserves the right to:

- a) Discuss and/or negotiate terms and conditions listed herein with finalist vendors during the due diligence process prior to selecting a preferred Vendor as part of its evaluation process
- b) Request additional terms and conditions not listed herein during contract negotiations in the event the County of Pulaski believes such terms and conditions will provide additional protections and/or clarification as required by the County

### **5.2 Contract Terms & Conditions**

#### **5.2.1 Definitions**

Agreement, Contract or Contract Documents shall include the signed Contract, which shall specifically identify all other Contract Documents and includes but is not limited to the following documents:

- A. Contract
- B. RFP
- C. Addenda issued related to the RFP
- D. Vendor's signed proposal and all other documents submitted to the County in response to the RFP
- E. Notice of Award issued for the RFP
- F. These Contract Terms and Conditions
- G. Schedule(s)
- H. Testing documentation
- I. Any addenda issued prior to the Contract related to the RFP
- J. Purchase Order for the RFP
- K. Related Agreements (e.g. Support and Maintenance Agreements)
- L. Change Orders issued related to the Contract

Client or County means jointly the County of Pulaski, Virginia, a political subdivision of the Commonwealth of Virginia, Pulaski County Public Schools, Public Service Authority, and Department of Social Services.

Contractor, Proposer or Vendor means the individual, firm or organization which contracts with the County to perform the work set forth in the Contract. As employed herein, the terms may refer to an individual, an organization, or their authorized representative.

County Finance Director means that position designated by the Joint Services Board as its agent for managing the project for the client.

Formal Acceptance Test(ing) means the tests or processes to obtain confirmation that a system meets mutually agreed-upon requirements/specifications.

Finance Director means the County's principal public purchasing official responsible for the purchasing of all goods, services, insurance and construction needed by the County.

RFP means Request for Proposal for Enterprise Resource Planning (ERP) Software and Implementation Services # 17-02 issued by the County.

Surety means any person, firm or corporation that has executed as surety the Vendor's performance or payment bonds securing performance of this Contract or providing for protection of claimants who have and fulfill contracts to supply labor or materials to the Vendor or subcontractor in connection with the work.

Documentation means any documentation including, but not limited to Vendor's response to RFP, architectural and design documentation, technical documentation, user documentation, system documentation, marketing documentation, etc.

## **5.2.2 General Conditions**

1. This is not an Agreement of partnership or employment of Vendor of any of Vendor's employees by the Client. Vendor is an independent contractor for all purposes under this Agreement.
2. Vendor shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.
3. Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
4. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the Client's premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client's employees. The Client may, at any time, require the removal and replacement of any of Vendor's employees.

Vendor shall be responsible for all acts of its employees and agents while on the Client's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Client's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the Client, any damage that it, or its employees or agents, may cause to the Client's premises or equipment; on Vendor's failure to do so, the Client may repair such damage and Vendor shall reimburse the Client promptly for the total cost of repair.

Vendor agrees that, in the event of an accident of any kind, Vendor shall immediately notify the Client's contact person and thereafter, if requested, furnish a full written report of such accident.

5. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client's staff or visitors.
6. Vendor and its employees or agents shall have the right to use only those facilities of the Client that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the Client. The Client shall also extend parking privileges to properly identified members of Vendor's full-time staff on the same basis as they are extended to the Client's staff.
7. The Client shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees, subcontractors, or material-men.
8. Vendor hereby assumes all liability for and agrees to indemnify and hold harmless the County and its officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees) and expenses resulting from any material breach of the representations, warranties and covenants of the Vendor contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the Vendor or its subcontractors, employees or authorized representatives, or in any other manner arising out of the performance of this Contract.

Vendor shall assume the defense of the Client pursuant to the provisions of the paragraph above within fourteen (14) calendar days of receipt of written notice. Any legal cost or expense, including attorney's fees, incurred by the Client for enforcement of its rights under the paragraph above between the time by which Vendor should have assumed the Client defense and the time when Vendor assumes the Client's defense shall be reimbursed by Vendor. Any legal cost or expense, including attorney's fees, incurred by the Client in the successful prosecution of any litigation seeking to enforce the provisions of the paragraph above or in negotiating a settlement of such claim, shall also be reimbursed by Vendor.

9. The Vendor shall supply equipment, wiring, technology, training, and other related services adequate to accomplish the requirements as set forth in the Request for Proposals and the Vendor's response to the Request for Proposals.
10. All prices for Vendor's services hereunder are firm for the term of the Agreement. The Client shall pay Vendor for satisfactory performance of the service specified in this Agreement, the sums in accordance with the Contract Documents.

### **5.2.3 Insurance**

Prior to beginning work under this Contract, the Vendor shall furnish the Finance Director a certificate or certificates of insurance, showing that the Vendor has obtained, at its own expense, all insurance coverage listed in the "County of Pulaski Insurance Requirements" as provided in Section 7.6 of this RFP. These certificates of insurance shall list the County of Pulaski as an additional insured in the amounts and types of insurance listed in the "County of Pulaski Insurance Requirements."



#### 5.2.4 Identification of Parties to the Agreement

Both the Vendor and Client shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

#### 5.2.5 Termination or Suspension

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

**Termination for Convenience.** The County shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) calendar days prior written notice of termination to the Vendor. In such event, the Vendor shall be paid an amount equal to the lesser of: (1) the actual cost of any Work, labor or materials actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, plus 10%, or (2) the pro rata percentage of completion based upon any schedule of payments set forth in the Contract Documents, plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof. Each subcontract shall contain a similar termination provision for the benefit of the Vendor and the County. The Vendor shall not be entitled to receive anticipated profits on unperformed portions of the Work. The County shall have the right to employ an independent accounting firm to verify any amounts claimed by the Vendor to be due under this paragraph. The County shall have the right of audit (and Vendor shall have the obligations), insofar as they pertain to amounts claimed to be due hereunder.

**Termination for Default.** The County may, by written notice to the Vendor, terminate the whole or any part of the Contract in any one of the following circumstances:

- A. If the Vendor fails to deliver the goods or perform the services within the time set forth in the schedule(s), and does not cure such failure within a period of ten (10) calendar days after receipt of notice from Finance Director;
- B. If the Vendor fails to perform any of the other provisions of this Contract, fails to make progress so as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) calendar days after receipt of notice from the Finance Director; or

- C. Without further notice, if the Vendor defaults in the performance of its duties pursuant to paragraphs (A) and/or (B) above more than twice within any consecutive twelve (12) month period, whether or not the Vendor subsequently cures such earlier defaults.

In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Vendor and shall not be dismissed within thirty (30) calendar days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor's property shall be appointed and such appointment shall not be vacated within thirty (30) days, the Client shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the Contract by giving thirty (30) days' notice in writing of such termination.

In the event the County terminates this Contract in whole or in part as indicated above, the County may purchase from other vendors goods or services similar to those terminated. The defaulting Vendor shall be liable to the County for any excess costs for such similar goods or services.

### **5.2.6 Claims and Disputes**

Contractual claims shall be submitted in writing not later than sixty (60) days after the date of final payment. No claim shall be considered by the County (and will be deemed to have been waived), unless the Vendor gives written notice of an intention to file such a claim at the time of the occurrence of the event giving rise to the claim or at the beginning of the work upon which the claim is based. Written notice of the Vendor's intention to file a claim pursuant to this section shall not be sufficient unless Vendor complies with each of the following:

- A. The Vendor shall, within five (5) calendar days after the occurrence of the event giving rise to such claim or the beginning of the work upon which the claim is based, deliver to the Finance Director and the County Finance Director written notice specifying that the Vendor has sustained or is sustaining injury, and detailing the basis of the claim against the County.
- B. Within twenty (20) calendar days after delivering such notice, the Vendor shall deliver to the Finance Director and the County Finance Director a sworn affidavit incorporating an itemized breakdown of the nature and amounts of any damages it has incurred or is incurring. This itemized breakdown shall be made to the fullest extent possible; otherwise the claim shall be deemed to be waived.
- C. The Finance Director shall make a determination of the claim within fifteen (15) calendar days after receipt of the itemized breakdown described in subparagraph B above, which decision shall be the final determination of the County.

The Vendor shall make no claim whatsoever against any elected official, appointed official, authorized representative or employee of the County for, or on account of, anything done or omitted to be done in connection with this Contract.

Disputes shall be resolved first by a mutually agreed upon mediation process, and then, if required, by a court of law.

The County and the Vendor agree that no claim or controversy arising under this Contract at any time during or after the performance of the work shall be brought before any court without first having been submitted to the procedures outlined above, and that failure to comply with

such procedures shall be deemed a waiver of such claim.

Unless ordered by the County to suspend all or a portion of its work hereunder, the Vendor shall proceed with the performance of the work without any interruption or delay during the pendency of any dispute resolution procedures.

### **5.2.7 Contract Security**

Vendor shall execute and deliver to the County a performance bond on a form acceptable to the County, in an amount equal to the contract sum. The performance bond shall be executed by a solvent and responsible surety company licensed to conduct business in the Commonwealth of Virginia, named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and acceptable to the County. This bond shall be issued and countersigned by a local authorized representative of such surety company who is a resident of the Commonwealth of Virginia, regularly commissioned and licensed in the Commonwealth and producing satisfactory evidence of the authority of the person or persons executing the bonds to execute them on behalf of the Surety. The performance bond shall serve as security for the faithful performance of this Contract, and for the payment of all persons performing labor and furnishing materials and services in connection with this Contract. The premiums on the performance bond shall be paid by the Vendor and shall be included in the contract sum.

If at any time the County shall become dissatisfied with any Surety or Sureties upon the performance bond, or if for any other reason such bond shall cease to be adequate security for the Vendor, the Vendor shall within five (5) calendar days after notification of such fact, substitute acceptable bonds in such form and sum and signed by such other sureties as may be satisfactory to the County. The premiums on such bonds shall be paid by the Vendor and shall be included in the contract sum. No further partial payments shall be deemed due nor shall be made until the new sureties have qualified.

### **5.2.8 Applicable and Governing Law**

The Agreement shall be subject to all laws of the Federal Government of the United States of America, the Commonwealth of Virginia and Code of the County of Pulaski, Virginia. All duties of either party shall be legally performable in the Commonwealth of Virginia. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the Commonwealth of Virginia, and the forum and venue for such disputes shall be in the Courts for the County of Pulaski, Virginia.

### **5.2.9 Freedom of Information Act**

Vendor acknowledges that Client is subject by law to responding to all FOIA requests. Vendor shall comply with the FOIA in all respects and shall not restrict or otherwise inhibit Client from complying.

### **5.2.10 Confidentiality**

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent

such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to public records requests.

### **5.2.11 Title and Confidentiality**

*Proprietary License.* Title and full rights to the software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies Client makes, remain with the Vendor. Unless otherwise stated, it is agreed the software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions thereof are or may be copyrighted, and Client shall take all reasonable steps necessary to protect the confidential nature of the software, as Client would take to protect its own confidential information. Client further agrees that Client shall not make any disclosure of any or all such software (including methods or concepts utilized therein) to anyone, except to employees, agents, or Subcontractors working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees, agents, and subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this Agreement if Client is required to disclose or make the software available to a third party or to a court if the software is required to be disclosed pursuant to Virginia's Freedom of Information Act, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

*Open Source License.* The Agreement shall specify the type of open source license along with specific proprietary restrictions of that license, if any.

*Software ownership.* All information, data, programs, publications and media created specifically for and paid for by the Client or as a result of the work identified in this Contract is the property of the Client unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Contract.

### **5.2.12 Notice**

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- 1) Actually received, or
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
- 3) If not actually received, ten (10) calendar days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out below or such other address as the party may have designated by notice or Agreement amendment to the other party, or

- 4) Upon delivery by the Client of the notice to an authorized Vendor representative while at Client site.

Note that if Vendor anticipates missing a due date, then Vendor must notify Client immediately so that a mutually acceptable revised due date can be agreed to. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of the intended receiving party's new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Vendor _____ _____ <Address>	County of Pulaski Director of Finance 143 3 <sup>rd</sup> St. NW, Suite 1 Pulaski, VA 24301
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**5.2.13 Survival**

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

**5.2.14 Force Majeure**

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

Force majeure shall not be allowed unless:

- A. Within three (3) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- B. Within seven (7) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task, unless by prior [to the end of the one hundred-twenty (120) day period] written approval is received from the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

Either party shall have the right to cancel the contract Agreement if force majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more calendar days from the scheduled date of the task. If a cancellation due to a force majeure occurs before title passes to the Client, the Vendor may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a force majeure

after title passes to the Client, the system shall remain with the Client and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

#### **5.2.15 Risk During Equipment/Software Storage and Installation**

Delivery shall be made in accordance with the schedule(s) referenced as part of this Agreement. Minor variances from the schedule(s) are permitted subject to the prior written agreement of the Finance Director. The equipment shall be installed and placed into good working order by representatives of the Vendor. During the time period where the equipment / software is in transit and until the equipment is fully installed in good working order, the Vendor and its insurer shall be responsible for the equipment / software and relieve the Client of responsibility for all risk or loss or damage to the equipment / software. In addition, Vendor shall hold the Client and its officers, employees and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the equipment /software.

#### **5.2.16 Shipping of Equipment/Software**

All shipping and insurance costs to and from the sites shall be included in the Vendor's proposal. All payments to shipping agents and for insurance fees shall be made directly by the Vendor. The Client shall make no payments to any firm concerning the shipment, installation, and delivery of equipment / software which is not a part of this Agreement and for which exact payments are not described. Vendor shall be responsible for all arrangements for the shipment and receipt of equipment / software to Client's prepared site. Recognizing that Client's staff has little prior experience or training in this technology, the Vendor shall provide all properly trained representatives to unpack all items of equipment / software and place this equipment / software in the proper locations. The Vendor shall also be responsible for removal of all debris and packing materials from the site resulting from the installation of the equipment / software.

#### **5.2.17 Patents, Copyrights and Proprietary Rights Indemnification**

The Vendor, at its own expense, shall completely and entirely defend the Client from any claim or suit brought against the Client arising from claims of violation of United States patents or copyrights resulting from the Vendor or the Client's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The Client will provide the Vendor with a written notice of any such claim or suit. The Client will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the Client against this suit.

In the event that the Client is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Client's interest, or in the event that the Client is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the Client for all monies expended in connection with these matters. The Client retains the right to offset against any amounts owed Vendor any such monies expended by the Client in defending itself against such claims.

Should a court order be issued against the Client restricting the Client's use of any product of a claim and should the Vendor determine not to further appeal the claim issue, at the Client's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

- A. Purchase for the Client the rights to continue using the contested product(s), or

- B. Provide substitute products to the Client which are, in the Client's sole opinion, of equal or greater quality, or
- C. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the Client all reasonable losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

#### **5.2.18 Subcontractors**

Vendors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the Client for activities or duties to take place at the Client site. In using subcontractors, the Vendor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

#### **5.2.19 Effect of Regulation**

Should any local, state, or national regulatory authority having jurisdiction over the Client enter a valid and enforceable order upon the Client which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Client of a material part of its Agreement with the Vendor. In the event this order results in depriving the Client of materials or raising their costs beyond that defined in this Agreement, the Client shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) calendar days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the Client shall be absolved of all penalties, financial assessments, and damages related to cancellation of the Agreement.

The Client shall not be charged for such compliance beyond the cost of the annual support fees. The Client shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual support fees.

#### **5.2.20 Control of Sub-Contractor, Project Team and Project Manager Designation**

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as an ex-officio member of the Client's project management team and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

Client shall have the right to approve all subcontractors, Account / Project Manager, and staff assigned to Client by Vendor. In the event that an employee of the Vendor is, in the opinion of the Client, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from the project. In the event of such a removal, the Vendor shall, within fifteen (15) calendar days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

### 5.2.21 Assignments

Client and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of the Client; any attempt to do so without said prior permission shall be void and of no effect.

The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the Contract or any rights, title, or interest created by the contract without the prior consent and written approval of the Finance Director and the Vendor.

### 5.2.22 Vendor as Independent Contractor

It is expressly agreed that the Vendor is an independent contractor and not an agent of Client. The Vendor shall not pledge or attempt to pledge the credit of Client or in any other way attempt to bind the Client.

The relationship of the Vendor to County shall be that of independent contractor and no principal agent of employer-employee relationship is created by the Contract.

### 5.2.23 Warranty

The Vendor warrants that all components provided under this Agreement, whether installed initially or under subsequent purchase orders, shall be: newly manufactured equipment or assembled from newly manufactured parts; approved by Underwriter's Laboratories; and, shall be free from defects in workmanship or material for a period of 12 months (365 calendar days) from the date of final system acceptance. During this 12 month warranty period, the Vendor shall furnish all replacement new parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the Client. At the conclusion of the warranty period, the Client may consider Vendor support under a separate maintenance agreement.

**Third party software.** Vendor warrants that all third party software products, brands, types, etc., have been recommended based on Vendor's understanding of the Client's operating environment and that such third party software products, brands, types, etc., shall operate as demonstrated by Vendor and as documented in Documentation. Vendor and Third Party Vendor further warrant that they have the right to license said third party software products, brands, types, etc.

**Third party hardware.** Any and all hardware products, brands, types, etc., where the Vendor and any third party vendors are recommending sizing or other parameters shall be warranted to perform satisfactorily (defined as minimum 99.5% uptime during normal business hours and maximum 3 second response time to non-query commands) for two (2) years from the signing of this Contract (assuming local or other hardware support contracts are in effect for routine maintenance and diagnostics).

### 5.2.24 Warranty of Fitness for a Particular Purpose

The Client has presented detailed technical specifications of the particular purpose for which the network and technology is intended. The Client has provided detailed descriptions and criteria of how the system can be defined to accomplish this particular purpose. The Client has also defined the exact procedures and techniques to be employed in testing whether the system has achieved



the defined performance of this particular purpose. Given this advanced preparation, and documentation about the Client's particular purpose, the Vendor acknowledges at the time this Agreement is in force that Vendor has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that the Client is relying on the Vendor's experience and knowledge of these products to provide those which are most suitable and appropriate. Therefore, the Vendor warrants that the system is fit for the purposes for which it is intended as described in this RFP.

#### **5.2.25 Resolution and Response Time Warranty**

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the County:

**Priority 1 support issues are defined as: Mission Critical – software is down /undiagnosed but feared critical; situation may require a restore and software use is suspended until a diagnosis is given.**

- Response to first call time limit – within two (2) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business day
- If Vendor and Client are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Vendor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Client acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly support fees, per incident.

**Priority 2 support issues are defined as: Critical Issue – software is not down, but operations are negatively impacted.**

- Response to first call time limit – within four (4) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

**Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.**

- Response to first call time limit – within twenty-four (24) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week

Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly support fees, per incident.

#### **5.2.26 Continuity of Warranty**

Client may continue the Warranty protection described above by purchasing and paying for on-going annual support services. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions above shall remain in effect, in perpetuity

(except for the “Third Party Hardware” clauses above), as long as payments for annual support are kept current.

#### **5.2.27 Final Acceptance of the System**

The system proposed shall be defined to be finally accepted by Client after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-built, training, and system documentation. The Client and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

#### **5.2.28 Advertisement**

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client unless Vendor receives specific written authorization in advance from the Finance Director. Vendor will limit and direct any of its advertising on the Client’s premises and shall make arrangements for such advertising through the Finance Director. Vendor shall not install any signs or other displays within or outside of the Client’s premises unless in each instance the prior written approval of the Finance Director has been obtained. However, nothing in this clause shall preclude Vendor from listing the Client on its routine client list for matters of reference.

#### **5.2.29 Password Security**

The Vendor warrants that no “back door” password or other method of remote access into the software code exists. The Vendor agrees that any and all access to any software code residing on the Client’s client/server must be granted by the Client to the Vendor, at the Client’s sole discretion.

#### **5.2.30 Replication of Software**

Client shall not copy software for any purposes other than for back up or disaster recovery. Client has the right to develop interfaces to, and/or database applications that integrate with, the licensed software using Vendor’s recommended database and development tools without voiding the support agreement or warranties herein.

#### **5.2.31 Formal Verification**

Per the schedule(s) (to be jointly developed and to be made part of this Agreement), Client and Vendor shall schedule acceptance testing on a module-by-module basis. Any given module shall be deemed as formally accepted only after passing Formal Acceptance Testing, or when used in live, *non*-paralleled operation for ninety (90) consecutive calendar days (Client may run modules in parallel with existing systems for up to ninety (90) calendar days). The testing will be based on Documentation, and other conditions mutually agreed to by both parties, and acceptable hardware performance standards (see Warranty clause above). Should the test fail, Client shall give Vendor notice of non-acceptance describing in reasonable detail the material failure. Vendor shall be granted thirty (30) calendar days to cure non-acceptance condition(s) and another Formal Acceptance Test shall then be scheduled. This procedure may be repeated should Client decide to do so. Note that all modifications, interfaces, report writer files, etc., programmed by Vendor shall

be subject to individual acceptance testing as described herein. The right to determine Formal Acceptance shall be held by the Client's Project Manager.

### **5.2.32 Annual Maintenance and Support Fees**

Support fees shall not be increased by an annual average percentage greater than the annual CPI-U for the Washington, D.C. Metropolitan Area or 3%, whichever is less, for as long as annual support fees are paid and the license agreement between the Client and the Vendor is in effect.

Vendor agrees to send an itemized invoice to the Client at least ninety (90) days before maintenance is up for renewal.

The County may cancel maintenance upon ninety (90) day notification to the Vendor.

Maintenance may be reinstated by the County at an amount not to exceed the fees that would have been due if maintenance/support had not been dropped. The County shall not be forced to pay upgrade fees to move to a new version of the software or licensing model.

The Vendor shall give the County at least twelve (12) months' notice before unilaterally cancelling maintenance. In addition, the Vendor shall continue to support the software/product as long as it is supporting such software/product for the rest of its customer base.

The County may remove unused licensed software without a corresponding reduction in maintenance/support.

### **5.2.33 Payment Terms**

For the Vendor's complete performance of the work, the County agrees to pay, and the Vendor agrees to accept, subject to the terms and conditions hereof, the contract sum, taking into consideration any deductions based on award of a combination of alternates, if applicable, plus the amount of any Change Orders issued hereunder.

The amount awarded as a unit price for any unit price Contract item shall represent payment in full for all material, equipment and labor necessary to complete, in conformity with the Contract Documents, each unit or item of work shown, specified or required under such unit price contract item.

No payment other than the amount awarded will be made for any class of work included in a lump sum contract item or a unit price contract item, unless specific provision is made therefore in the Contract Documents.

Payments shall be made based on specific project milestones as set forth in the schedule(s). Vendor shall submit to the Client for his review a pay request in a form agreeable to the Client. The pay request shall be accompanied by such supporting documentation as required by the Client. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The request for final payment shall be accompanied with final lien waivers from all subcontractors and material suppliers for the project.

The County may withhold payment to such extent as may be necessary to protect the County due to loss because of:

- A. Defective work not remedied;

- B. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- C. Failure of the Vendor to make payments properly to subcontractors or for labor, materials or equipment;
- D. Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
- E. Damage to the County or another contractor;
- F. Reasonable evidence that the work will not be completed within the contract period or as set forth in the schedule(s);
- G. Persistent failure to carry out the work in accordance with the Contract Documents; or
- H. Liability, damage, or loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Vendor or any of its subcontractors.

The County shall have the right, as an authorized representative of the Vendor and without the Surety's consent, to apply any such amounts so withheld in such manner as the County may deem proper to satisfy such claims or secure such protection. The application of these amounts shall be deemed payments for the account of the Vendor and shall reduce the County's obligation to the Vendor accordingly.

The County of Pulaski makes every effort to pay within thirty (30) days of receipt of a valid invoice. Within thirty (30) days after receipt of the invoice the County shall give the Vendor notice of any defect or impropriety which would prevent payment by the payment date. The County does not pay late fees.

#### **5.2.34 Travel Expense Reimbursement**

All travel expense costs must be included in the Vendor's fixed price cost. Client will not make a separate payment for reimbursable expenses. Per Force Majeure, Client shall not be liable for additional travel costs incurred due for any reason outside Client's control.

#### **5.2.35 Source Code**

Vendor shall place source code for the software modules licensed by the Client in escrow with an independent third-party (with whom a separate escrow agreement will be entered into by Client at no additional cost to Client). The source code shall be kept current with the releases / version of the software in live use at the Client. The source code shall revert to Client for Client's use if Vendor files for bankruptcy or protection from creditors in a court of law. Client shall then have full rights to use source code for any purposes other than resale.

Within thirty (30) calendar days of Vendor going out of business or no longer supporting the software being licensed, Vendor shall provide appropriate source code to the Client. The same applies if the Vendor is merged or acquired and the software is no longer supported. Once the Client obtains the source code, it shall be a perpetual license, and there shall not be any additional fees due, even if additional licenses are deployed.

#### **5.2.36 Change Orders**

Client may during the implementation period or thereafter require modifications, interfaces, conversion, report writer, etc. services from Vendor. Vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs for the County Administrator's approval before any work is initiated by Vendor. Vendor shall not exceed the costs set forth in the

mutually agreed Change Orders without justification, in writing, that is acceptable to the Client. No costs in excess of the estimates shall be paid by Client unless approved by Country Administrator in writing in advance of fee incurrence. All modifications, interfaces, conversions, report writer, etc. services shall be subject to Formal Acceptance Testing before payment is released by the Client. Acceptance of the deliverable(s) resulting from each Change Order shall be per the Formal Verification clause herein.

### **5.2.37 Video Taping**

Client reserves the right to video and/or audiotape any and all training sessions, whether held at Client site, Vendor site, or via teleconference. Use of such tapes shall be strictly for Client staff training purposes.

### **5.2.38 Releases/Upgrades**

Client shall be entitled to future releases and upgrades whether of a "minor" or major" nature, of Vendor software for no additional cost beyond the annual support agreement fees.

### **5.2.39 Solution Longevity**

The Vendor certifies solutions prescribed in their proposal response shall remain available and supported for a minimum of five (5) years from the time the Contract is signed and that any material changes to Vendor's company or products will not affect the Client's implementation or support.

### **5.2.40 Successor Software Products**

In the event Vendor makes available successor Vendor software products (e.g., software products based on a new technical architecture)("Successor Products") with substantially similar functionality to the Vendor software products licensed by Client ("Licensed Products") within ten (10) years of Contract signing, Client may transfer the Licensed Products to the Successor Products, for no additional Vendor license fees. In such event, Client shall pay the then-current application software maintenance fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

### **5.2.41 Year 2000**

The Vendor warrants that all software for which the Vendor either sells or licenses to the Client and used by the Client after the calendar year 2000, includes or shall include, at no added cost to Client, design and performance so Client shall not experience software abnormality and/or generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the Client.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any Client system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and

assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

#### **5.2.42 Changes in Agreement**

The County may order changes in the work consisting of additions, deletions, or modifications, the contract sum and the time for performance being adjusted accordingly. Such changes in the work shall be authorized only by written Change Order signed by the County Administrator. The contract sum and the time for performance shall be changed only by Change Order signed by the County Administrator.

If the Contract Documents include one or more option periods, any Contract renewals shall be authorized by Change Order signed by the County Administrator. The contract sum in the option period(s) will be based on firm fixed prices. Unless otherwise mutually agreed, in writing, changes in the contract sum for subsequent yearly contract renewals shall be equal to the percentage change in the Consumer Price Index, for all Urban Consumers (CPI-U), for the Washington DC Metropolitan Area from the date of Contract award/Change Order to the date of the Change Order authorizing the Contract renewal.

#### **5.2.43 Use of Licenses by Personnel Who Are Not Employees**

County consultants, Vendors, external customers, and business partners may access the licensed software.

#### **5.2.44 Disaster Recovery and Disaster Recovery Testing**

There will be no additional software license cost to process at another site in the event of a disaster that shuts down the County's primary location or for testing at the disaster recovery site.

#### **5.2.45 Right to Outsource**

Software licensed to the County may be used by a third-party vendor hired by the County.

#### **5.2.46 Unlimited Liability for Software Vendor Infringement**

The Vendor shall reimburse the County for all costs related to infringement. There shall be no limit of liability on behalf of the Vendor if the software is determined to be infringing.

#### **5.2.47 Vendor Merger or Acquisition**

In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for 18 months or until the end of the present Contract term, whichever is longer.

#### **5.2.48 Functionality Replacement**

The Client maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled.

#### **5.2.49 Liquidated Damages**

The County and the Vendor hereby acknowledge and agree that time is of the essence with

respect to this Contract. The County and the selected vendor will negotiate a completion date before a contract is signed and the County reserves the right to implement a liquidated damage clause during contract negotiations with the selected vendor based upon the agreed upon completion date.

If a liquidated damage clause is implemented during contract negotiations, the amount stipulated shall be reasonable in proportion to the probable loss to the County. This amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages to the County because of the delay.

#### **5.2.50 Equal Opportunity Employment**

Every proposer must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: "Section 2.2-4311, Employment Discrimination by Contractor Prohibited" which reads:

All public bodies shall include in every contract of more than \$10,000 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 non-discrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **5.2.51 Competitive Pricing**

Vendor warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Vendor. If Vendor enters into any arrangements with another customer of Vendor or the County to provide software or services under more favorable prices, as the prices may be indicated on Vendor's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Vendor shall immediately notify the County of such change.

### **5.2.52 Transition of Services**

Prior to or upon expiration or termination of this Contract and at the request of the County, Vendor shall provide all assistance as the County may reasonably require to transition solution-related services to any other Vendor with whom the County contracts. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months, unless otherwise mutually agreed in writing. In the event of a termination for breach and/or default of Vendor, Vendor shall provide such assistance at no charge or fee to the County; otherwise, Vendor shall provide such assistance at the hourly rate or a charge agreed upon by the County and Vendor in advance in writing.

### **5.2.53 Contract Closeout**

Prior to the contract's expiration date, Vendor may be provided contract close out documentation and shall complete, sign and return to the Chief Information Officer within thirty (30) calendar days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Vendor is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the County. Any closeout documentation not received within thirty (30) days of Vendor's receipt of the County's request will be documented in the contract file as Vendor non-compliance. Vendor's non-compliance may affect any pending payments due the Vendor, including final payment, until the documentation is returned.

### **5.2.54 Cooperative Procurement**

It is the desire of Pulaski County that all other jurisdictions be allowed to "ride the proposal" and enter in to a contract with any successful Contractor chosen by Pulaski County, based on mutual agreement between successful Contractor(s) and other jurisdiction(s).

If this proposal is used as a cooperative RFP issued by Pulaski County, the following would apply:

1. Pulaski County is acting as the "Contracting Agent" for the jurisdictions concerned and shall not be held liable for any costs, damages, etc., incurred by any other jurisdiction.
2. Each jurisdiction will execute its own purchase orders with the Contractor(s) and be invoiced accordingly, in accordance with each jurisdiction's purchasing policy and procedures.
3. For copies of other jurisdictions' terms and conditions, Contractor must contact them.

### **5.2.55 Small and Minority and Women-Owned Business Outreach**

The County of Pulaski is committed to increase the opportunity for utilization of small, minority and women owned business in all aspects of procurement. The County reserves the right to make multiple awards if the Board of Supervisors determines that such awards are in the best interest of the County and its SMBE program.

### **5.2.56 Ethics in Public Contracting**

The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Va. Code § 2.2-4367 et seq., the State and Local Government



Conflict of Interest Act, Va. Code § 2.2-3100, et seq., the Virginia Governmental Frauds Act, Va. Code § 18.2-498.1 et seq., Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, as amended, as the same may be amended from time to time, are incorporated herein by reference. The Vendor shall incorporate the above clause in its contracts with each subcontractor.

#### **5.2.57 Drug-Free Workplace**

During the performance of this Contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor'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 Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor 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 subVendor or vendor.

#### **5.2.58 Audit and Price Adjustment**

All records, reports and documents relating to this Contract shall be maintained by Vendor for a period of three (3) years following final payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by County and the County's consultants or auditors at mutually convenient times.

If any price, including profit or fee, negotiated in connection with this Contract or any Change Order or modification under this Contract, was increased by any significant amount because the Vendor furnished cost or pricing data that were not complete, accurate and current as of the date agreed upon between the County and Vendor, the price or cost shall be reduced accordingly, and this Contract shall be modified to reflect the reduction. This right to a price reduction is limited to increases resulting from defects in data under which the submission and certification of cost or pricing data were required.

#### **5.2.59 Immigration**

Vendor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration and Reform Control Act of 1986, as amended.

#### **5.2.60 Compliance with Federal Lobbying Act**

As necessary, Vendor shall provide all required documentation to establish compliance with 31 USC § 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act").

#### **5.2.61 Non-visual Access**

All information technology which, pursuant to the Contract, is purchased or upgraded by or for

the use of the County (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of the Contract:

- 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 used 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 County Manager 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, the Vendor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and validation of concept demonstration.

The requirements of the section shall be construed to achieve full compliance with the Virginia Information Technology Access Act, § 2.2-3500 et seq., Code of Virginia (1950), as amended.

### **5.2.62 Modifications**

This Contract may be modified by mutual consent subsequent to the release date of the RFP. No modifications to the Contract shall be effective unless it is in writing and signed by the County Administrator and the duly authorized representative of the Vendor.

### **5.2.63 Severability**

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

#### **5.2.64 Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, the County reserves any and all other remedies that may be available at law or in equity.

#### **5.2.65 Headings**

Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Contract are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

## 6 Contract Terms & Conditions Compliance Checklist

### 6.1 Instructions

Vendors are required to mark the Comply, Exception, or Not Comply column using the Contract Terms and Conditions Compliance Checklist based on their understanding of the following definitions:

- Comply indicates the vendor understands and agrees to comply with the language as stated herein with the understanding that further refinements and clarifications may be required in the context of their standard terms and conditions.
- Exception indicates the vendor agrees with the concept presented in the specific language with some exception(s). Exceptions must be fully explained on the bottom portion of this page.
- Not Comply indicates the vendor understands and will not comply with the language and/or the concept presented in the specific language. The County reserves the right to reject any proposal for non-compliance with one or more of the terms and conditions.

<b>Contract Terms and Conditions Compliance Checklist</b>				
#	Title	Comply	Exception	Not Comply
1.	<b>Definitions</b>			
2.	<b>General Conditions</b>			
3.	<b>Insurance</b>			
4.	<b>Identification of Parties to the Agreement Clause</b>			
5.	<b>Termination or Suspension</b>			
6.	<b>Claims and Disputes</b>			
7.	<b>Contract Security</b>			
8.	<b>Applicable and Governing Law</b>			
9.	<b>Freedom of Information Act</b>			
10.	<b>Confidentiality</b>			
11.	<b>Title and Confidentiality</b>			
12.	<b>Notices Clause</b>			
13.	<b>Survival Clause</b>			
14.	<b>Force Majeure Clause</b>			
15.	<b>Risk During Equip. Storage and Installation</b>			
16.	<b>Shipping of Equipment / Software</b>			

<b>Contract Terms and Conditions Compliance Checklist</b>				
<b>#</b>	<b>Title</b>	<b>Comply</b>	<b>Exception</b>	<b>Not Comply</b>
17.	Patents, Copyrights, and Proprietary Rights Indemnification			
18.	Subcontractors			
19.	Effect of Regulation			
20.	Control of Sub-Contractor, Project Team and Project Manager Designation			
21.	Assignments			
22.	Vendor as Independent Contractor			
23.	Warranty			
24.	Warranty of Fitness for a Particular Purpose			
25.	Resolution and Response Time Warranty			
26.	Continuity of Warranty			
27.	Final Acceptance of the System			
28.	Advertisement			
29.	Password Security			
30.	Replication of Software			
31.	Formal Verification			
32.	Annual Maintenance and Support Fees			
33.	Payment Terms			
34.	Travel Expense Reimbursement			
35.	Source Code			
36.	Change Orders			
37.	Video Taping			
38.	Releases/Upgrades			
39.	Solution Longevity			
40.	Successor Software Products			
41.	Year 2000			
42.	Changes in Agreement			
43.	Use of Licenses by Personnel Who Are Not Employees			

<b>Contract Terms and Conditions Compliance Checklist</b>				
<b>#</b>	<b>Title</b>	<b>Comply</b>	<b>Exception</b>	<b>Not Comply</b>
44.	Disaster Recovery and Disaster Recovery Testing			
45.	Right to Outsource			
46.	Unlimited Liability for Software Vendor Infringement			
47.	Vendor Merger or Acquisition			
48.	Functionality Replacement			
49.	Liquidated Damages			
50.	Equal Opportunity Employment			
51.	Competitive Pricing			
52.	Transition of Services			
53.	Contract Closeout			
54.	Small and Minority and Women-Owned Business Outreach			
55.	Ethics in Public Contracting			
56.	Drug Free Workplace			
57.	Audit and Price Adjustment			
58.	Immigration			
59.	Compliance with Federal Lobbying Act			
60.	Non-visual Access			
61.	Modifications			
62.	Severability			
63.	Remedies			
64.	Headings			

**Compliance Exceptions**

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## **7 Proposal Forms**

### **7.1 Introduction**

This section contains various forms that should be prepared and submitted along with the Vendor’s proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

- Vendor Background Questionnaire
- Proposal Signature Form
- Pricing Forms
- Client Reference Form
- County of Pulaski Insurance Checklist
- Certified Statement of Non-Collusion
- Disclosures Relating to County Officials and Employees
- Equal Employment Opportunity Agreement
- Use of Contracts by Regional Jurisdictions

### **7.2 Vendor Background Questionnaire**

Vendor Name:	
Software Brand Name:	
Software Version:	
Vendor Is Prime Contractor?:	Yes <input type="checkbox"/> No <input type="checkbox"/>

1.	What are the key differentiators of your company and its proposed solution?
2.	What awards has your company or proposed solution obtained that are relevant to this project?
3.	What documentation is available from an independent source that positively promotes either the company or products the Vendor is offering?
4.	What strategic alliance have you made to further strengthen your product and services?
5.	How do you guarantee the services provided by your company?
6.	What are your near-term and long-term goals, and the strategies to reach these goals?
7.	What is your niche in the marketplace and your preferred customer size?
8.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.):



9.	Please describe how the sales cycle is linked to the product development cycle.																	
10.	Please describe the your commitment to providing solutions for the public sector marketplace:																	
11.	How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?																	
	<table border="1"> <thead> <tr> <th>Location</th> <th>VA</th> <th>Nationally</th> </tr> </thead> <tbody> <tr> <td>Local Government</td> <td></td> <td></td> </tr> <tr> <td>Other Public Sector</td> <td></td> <td></td> </tr> <tr> <td>Other Non-Public Sector</td> <td></td> <td></td> </tr> <tr> <td><b>Overall:</b></td> <td></td> <td></td> </tr> </tbody> </table>	Location	VA	Nationally	Local Government			Other Public Sector			Other Non-Public Sector			<b>Overall:</b>				
Location	VA	Nationally																
Local Government																		
Other Public Sector																		
Other Non-Public Sector																		
<b>Overall:</b>																		
	<b>Provide the name and contact information for at least 5 of these customers.</b>																	
12.	How many fully operational customer installations, in total, has the Vendor completed?																	
	<table border="1"> <thead> <tr> <th>Location</th> <th>VA</th> <th>Nationally</th> </tr> </thead> <tbody> <tr> <td>Local Government</td> <td></td> <td></td> </tr> <tr> <td>Other Public Sector</td> <td></td> <td></td> </tr> <tr> <td>Other Non-Public Sector</td> <td></td> <td></td> </tr> <tr> <td><b>Overall:</b></td> <td></td> <td></td> </tr> </tbody> </table>	Location	VA	Nationally	Local Government			Other Public Sector			Other Non-Public Sector			<b>Overall:</b>				
Location	VA	Nationally																
Local Government																		
Other Public Sector																		
Other Non-Public Sector																		
<b>Overall:</b>																		
13.	Do you currently have any outstanding significant (≥ \$250,000) litigation with:																	
		<b>Yes</b>	<b>No</b>															
	Existing or prospective customer																	
	Other businesses																	
	Any U.S. government <input type="checkbox"/> (federal, <input type="checkbox"/> state, local?)																	
	If yes, describe:																	
14.	Please state the year the Vendor started in the business of selling the proposed solution to local governments:																	
15.	Where is the Vendor's closest support facility/sales office to Pulaski, VA?																	
16.	Where is the Vendor's company headquarters?																	
17.	Please list the Vendor's sales (\$) in the previous three years:																	
	<table border="1"> <thead> <tr> <th>Year</th> <th>VA</th> <th>Nationally</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td></td> <td></td> </tr> <tr> <td>2016</td> <td></td> <td></td> </tr> <tr> <td>2017</td> <td></td> <td></td> </tr> </tbody> </table>	Year	VA	Nationally	2015			2016			2017							
Year	VA	Nationally																
2015																		
2016																		
2017																		

18. How many total employees does the Vendor have in each of the following categories:			
		<b>Area</b>	<b>Number</b>
		Sales/Marketing	
		Management/Administration	
		Help Desk Staff	
		Development Staff	
		Other	
		<b>Total:</b>	
19. What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor bid by skill set?			
		<b>Rates for Additional Implementation Assistance</b>	
		<b>Skill Set</b>	<b>Hourly Rate</b>
			\$ / hr
			\$ / hr
			\$ / hr
20. As a primary vendor, can the Vendor provide a true turnkey solution, including:			
		<b>Turnkey Solution</b>	
		<b>Component</b>	<b>Yes</b> <b>No</b>
		Application Software	
		Project Management	
		Hardware Design & Consulting	
		Storage Design & Consulting	
		System Back-Up and Recovery Testing	
		Software Installation	
		Database Design & Configuration	
		Application Software Configuration	
		Data Conversion	
		Report Development	
		Integrations and Interfaces Development	
		Training	
		Change Management	
		Operational Redesign	
		System Documentation Development	
		On-going Support	
21. Please indicate potential visits of two consecutive days each in which the Vendor will commit to being available for an onsite demonstration and your preference. The County will try to accommodate your request, but may need to modify your choice based on the number of Vendors that submit a proposal.			
		<b>Demonstration Date Options</b>	
		<b>Option</b>	<b>Date From</b> <b>Date To</b>
		Week of 08/14/2017 - 08/18/2017	
		Week of 08/21/2017 – 08/25/2017	
		Week of 08/28/2017 – 08/31/2017	
22. What would be the Vendor's preferred comparably sized, site visit location?			

**7.3 Proposal Signature Form**

The undersigned, as Proposer, declares that he/she has carefully examined RFP and that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The Proposer will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal.

State term proposal is held firm for: \_\_\_\_\_

State maximum time required for shipping, F.O.B. County of Pulaski: \_\_\_\_\_

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**PROPOSAL: COUNTYWIDE ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION**

\_\_\_\_\_ \$ \_\_\_\_\_  
(Total price written) (Total figure – as noted on the Proposal Pricing Forms - Subtotal (Required Components))

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Federal Employee ID No. \_\_\_\_\_

Pulaski County and/or Commonwealth of Virginia Business License No. \_\_\_\_\_

Signature: \_\_\_\_\_

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(Names of principal officers: designate official capacity)	(If partnership or assumed name, indicate name of owners)
_____	_____
_____	_____
_____	_____
_____	_____

## 7.4 Pricing Forms

Please complete the pricing forms that have been provided in the associated Microsoft Excel document. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The County requests a firm, fixed price for each of the components described below that are included on the attached Excel spreadsheet as separate tabs:

- Hardware
- Application Software
- Other Software
- Implementation Services
- Baseline Training Services (i.e., End-User Training approach)
- Train the Trainer Approach Services (Optional)
- Data Conversion Services
- Interfaces
- Forms Services
- Other Implementation Services
- Travel and Lodging
- Discount, if any

Vendors proposing a Vendor-hosted solution should provide pricing in a format that allows the County to understand the initial, on-going and total costs of your solution.



## 7.6 County of Pulaski Insurance Requirements

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors, at any tier, will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Please note the below insurance requirements are guideline minimum amounts only, and, depending on the goods/services required, may be increased or decreased. **Any changes in insurance requirements will be referenced within this document, under Specific Reference to General Terms and Conditions.**
2. The successful bidder shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of Pulaski County by the bidder, his/her agents, representatives, employees or Subcontractors.
3. Actual proof of coverage as contained herein shall be submitted to Pulaski County Director of Finance within five (5) days after award has been made and before any work starts, services are provided, or goods are delivered.
4. The bidder shall maintain such coverage for the duration of the contract period for "occurrence" policies. "Claims made" policies must be in force, or that coverage purchased, for three (3) years after contract completion date.
5. The **Certificate of Insurance** shall be properly completed as follows:
  - a. It shall name "Pulaski County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear)" as "Certificate Holder".
  - b. It shall list "Pulaski County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear) added as an additional insured" under "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions".
  - c. This provision may not apply to Professional Liability or Workers' Compensation/Employers' Liability.
6. The **Certificate of Insurance** shall be for a minimum of the following:
  - a. **Worker's Compensation- Statutory requirements and benefits.** Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of Pulaski of increases in the number of

employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

b. **Employer's Liability - \$100,000**

c. **General Liability – per occurrence \$1,000,000.00**

This coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Bodily Injury and Property Damage, Personal and Advertising Injury, and Commercial General Liability form including Products/completed Liability Operations.

d. **Automobile Liability – per occurrence \$1,000,000.00**

Coverage shall be sufficient to cover all vehicles owned, used or hired by the bidder, his/her agents, representatives, employees and/or Subcontractors.

e. **Product Liability \$1,000,000.00**

Refer to General Liability above.

f. **Professional Liability/Errors and Omissions Coverages are required when soliciting those services as follows:**

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or aggregate Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000
Health Care Practitioner (to include Dentists, aggregate Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,000,000 per occurrence, \$3,000,000
**(This complies with §8.01-581.15 of the Code of Virginia)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture aggregate	\$1,000,000 per occurrence, \$1,000,000
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate

Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

7. The Contractor's insurance company shall provide thirty (30) days written notice to Pulaski County before any cancellation, suspension, or void of coverage, in whole or part, where such provision is reasonable.
8. **Contractor shall be responsible for making sure any/all Subcontractors each provide a Certificate of Insurance and meet all of Pulaski County's insurance requirements.**
9. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by Pulaski County. At the option of Pulaski County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to obtain a bond guaranteeing payment of losses and related claims expenses.
10. Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided to Pulaski County, its officers/officials, agents, employees and volunteers.
11. The insurer shall agree to waive all rights of subrogation against Pulaski County, its officers/officials, agents, employees and volunteers for any act, omission or condition of premises by which the parties may be held liable by reason of negligence.
12. The bidder shall furnish Pulaski County with the Certificate(s) of Insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached.
13. All insurance shall be placed with insurers maintaining an **A.M. Best** rating of no less than **A: VII**. If **A.M. Best** rating is less than **A: VII**, approval must be received from the County Director of Finance.
14. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

This certifies that the Vendor below intends to furnish an insurance certificate complying with the requirements listed above:

Vendor Name\_\_\_\_\_

Authorized Signature\_\_\_\_\_



**7.7 Certified Statement of Non-Collusion**

A. This is to certify that the undersigned is seeking, offering or agreeing to transact business or commerce with the County of Pulaski, a political subdivision of Virginia, or seeking, offering or agreeing to receive any portion of the public funds or moneys, and that the offer or agreement or any claim resulting there from is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 (Virginia Governmental Frauds Act), Chapter 12 (Miscellaneous), Title 18.2 (Crimes and Offenses Generally) of the Code of Virginia (1950), as amended.

B. This is to further certify that the undersigned has read and understands the following:

(1) The County is authorized by Section 18.2-498.4 of the Code of Virginia (1950) as amended, to require this certified statement. That section also provides that any person required to submit this statement who knowingly makes a false statement shall be guilty of a Class 6 felony.

(2) Section 18.2-498.3 of the Code of Virginia (1950), as amended, provides that any person, in any commercial dealing in any matter within the jurisdiction of any local government or any department or agency thereof, who knowingly falsifies, conceals, misleads, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be guilty of a Class 6 felony.

(3) Section 59.1-68.7 of the Code of Virginia (1950), as amended, provides that any combination, conspiracy or agreement to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated, any bid or proposal submitted to any governmental unit for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of goods or services, or excluding other persons from dealing with the state or any other governmental unit shall be unlawful. Any person violating the foregoing shall be guilty of a Class 6 felony.

SIGNATURE\_\_\_\_\_

**7.8 Disclosures Relating to County Officials and Employees**

A. I hereby state that, as of this date (check one):

( ) Our firm has **no reason** to believe that any member of the Board of Supervisors, the School Board, any official or employee of the County, or any member of any commission, committee, board or corporation controlled or appointed by the Board of Supervisors or School Board has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value

( ) Our firm **has reason** to believe that the following Board of Supervisors or School Board members, County officials and/or employees, and/or members of a Board-appointed or -controlled commission, committee, board or corporation have already received, in connection with or related in any way to this contract, or have been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value:

_____	_____
name	title/position
_____	_____
name	title/position

B. I hereby state that, as of this date:

( ) Our firm has **no reason** to believe that any member of the Board of Supervisors or School Board or any official or employee of the County would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm

( ) Our firm **has reason** to believe that the following members of the Board of Supervisors or School Board and officials and employees of the County would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm:

_____	_____
name	title/position
_____	_____
name	title/position

\_\_\_\_\_  
COMPANY NAME DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**7.9 Sexual Offender Certification**

**COMPANY SEXUAL OFFENDER CERTIFICATION**

The undersigned, on behalf of \_\_\_\_\_  
*(insert company name)*

hereby certifies to the Pulaski County School Board and Pulaski County Public Schools that any employee of the company who will have direct contact with students on school property during regular school hours or during school-sponsored activities while providing services called for in the contract:

Has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

This certification is provided in accordance with the provisions of § 22.1 - 296.1 of the Code of Virginia.

Certification is also made in accordance with § 2.2 - 4311.1 that:

The contractor does not, and shall not during the performance of the contract for goods and services, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Printed Name and Title of Person Making Certification**

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

Service(s) Provided: \_\_\_\_\_

### 7.10 Use of Contracts by Other Jurisdictions

It is the desire of Pulaski County that other jurisdictions be allowed to enter into a contract with any successful Contractor chosen by Pulaski County based on terms similar to those agreed to between Pulaski County and the said successful contractor, where a mutual agreement between the successful Contractor and such other jurisdiction(s) can be obtained.

If this RFP is used as a cooperative RFP issued by Pulaski County, the following would apply:

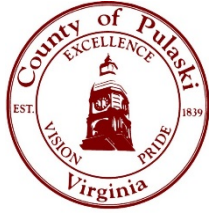
1. Pulaski County is acting as the "Contracting Agent" for the jurisdictions concerned and shall not be held liable for any costs, damages, etc., incurred by any other jurisdiction.
2. Each jurisdiction will execute its own purchase orders with the Contractor(s) and be invoiced accordingly, in accordance with each jurisdiction's purchasing policy and procedures.

For copies of other jurisdictions' terms and conditions, Contractor must contact them.

The use of Cooperative Purchasing by other jurisdictions resulting from this proposal is hereby approved:

---

Signature, Name, Title of Vendor



**PULASKI COUNTY**  
**DEPARTMENT OF FINANCE**  
**FINANCE DIRECTOR**  
143 3<sup>rd</sup> St. NW, Suite 1  
Pulaski, VA 24301  
Phone (540) 980-7705

**Compliance with Virginia Law for Transacting Business in Virginia.**

The undersigned hereby agrees, if this Bid/Proposal is accepted by Pulaski County, for such services and/or items that the undersigned has met the requirements of the Virginia Code Section 2.2-4311.2

Please complete the following by checking the appropriate line that applies and providing the requested information:

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

\_\_\_\_\_.

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

\_\_\_\_\_.

C. \_\_\_\_\_ Bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree 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/offeree is not required to be authorized to transact business in Virginia.**

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

\_\_\_\_\_  
Legal Name of Bidder/Offeree

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title