

David Ash – Chip Schutte – Michael Hobert - Sharon Keeler – Dr. Michael Murphy

AGENDA

Joint Administrative Services Board
August 26, 2013 1:00 p.m.
Joint Government Center

1. **Call to Order.**
2. **Approval of Minutes. (June 24 Minutes Attached).**
3. **ERP RFP Review of Key Considerations.** The RFP is currently under review by 6 persons with strong technology credentials. Their comments are due back September 15. The Board is invited at this stage to comment on any aspect of the RFP which consists of the attached narrative section, as well as a requirements spreadsheet and a pricing table. However, a few key considerations are:
 - a. The distinction made between Core, Non-Core, and Optional Components.
 - b. The special consideration given to Land Management.
 - c. The Evaluation Process.
 - d. The content proposers are to provide (see attached Section 3).
4. **Other Technology Governance Issues: Training. Fiber Backbone Update.**
5. **VaCorp/VRS Local Disability Program Pending Decision.** The Government and Schools need to decide by November 1 whether to participate in the VRS Disability Plan or the VaCorp Disability Plan. The consideration should consider the following:
 - a. Participation in the VRS Plan is irrevocable while the VACORP plan decision is not.
 - b. Certain Commonwealth administered insurance pools such as LODA and Worker's Compensation have awarded generous claims, making their policies more expensive over time. It is not clear whether the VRS program may behave similarly.
 - c. The initial VACORP rates are better:

Proposed Disability Insurance Rates (% of payroll)		
<i>Group Name</i>	<i>VACORP</i>	<i>VRS</i>
Government	.79	.91
School Non-Professional	.37	.91
School Professional	.37	.39

The VaCorp government proposal is attached. The School's will be identical, except the rates above. The board should consider whether to recommend approval of these proposals to the respective Boards, or engage a consultant for an in depth comparison.

6. **Affordable Care Act Checklist (FYI).**

Joint Administrative Services Board
June 24, 2013 Regular Meeting 1:00 pm

At a regular meeting of the Joint Administrative Services Board held on Monday, June 24, 2013 at 1:00 pm in Berryville Clarke County Government Center Meeting Room AB, Berryville Clarke County Government Center, 101 Chalmers Court, 2nd Floor, Berryville, Virginia.

Members Present

David Ash; J. Michael Hobert; Sharon Keeler; Michael Murphy; Chip Schutte

Members Absent

None

Staff Present

Bobby Levi; Randy Trenary; Tom Judge; Lora Walburn

Others Present

None

1. Call to Order - Determination of Quorum

At 1:03 pm, Chairman Schutte called the meeting to order.

Michael Murphy requested that the order of the meeting be revised to moving forward Item 5 to Item 3 and Item 4 to Item 3.

2. Approval of Minutes

David Ash, seconded by Sharon Keeler, moved to approve the May 20, 2013 meeting minutes as presented. The motion carried as follows:

David Ash	-	Aye
J. Michael Hobert	-	Absent
Sharon Keeler	-	Aye

Michael Murphy - Abstain
 Charles "Chip" Schutte - Aye

J. Michael Hobert joined the meeting at 1:05 pm.

3. VaCORP/VSBA Insurance Merger

Mike Murphy provided an update on the VaCORP / VSBA Insurance merger.

- VSBA insurance has folded.
- VACORP picked up all VSBA's accounts; however, the School divisions may select an insurance carrier of their choice.
- Last week, Mike Murphy and Randy Trenary met with Chris Carey of VaCORP.
- The School Board's Finance Committee met today to review the VaCORP proposal that was found to be satisfactory and sufficient and offered better value than the VSBA pool.
- Premium is approximately \$20,000 less and includes student accident insurance, cyber risk, as well as other types of risk management.
- The Finance Committee is recommending that the School Board approve the insurance package effective July 1 for the FY2014 school year.

4. Other Technology Governance Issues: Training, Fiber Backbone Update, Building Automation Procurement.

Building Automation / Energy Management

Bobby Levi, Maintenance Director, and Randy Trenary, Director of Operations, joined the Board to discuss building automation and energy management. Highlights of the discussion include:

- Currently, operating TAC system; Siemens system in the high school, Honeywell system designed by Blauch Brothers in the BCCGC.
- Long-term goal is to reduce the number of operating systems preferably to one.
- BACNet:
 - o The Schools will be soon be presenting to the Board of Supervisors a request for a BACNet protocol including server, software and programming, an industry standard designed in 1998.

- o The Schools believe it is prudent to purchase BACNet, which is a non-propriety system that will run the new D.G. Cooley Elementary School.
- o Other pieces of equipment can be migrated to the BACNet server. The server will coordinate up to 40 different functions such as: entry door points, HVAC, lights, etc.
- o System can be programmed to work with other programs including Siemens, TAC and Honeywell.
- o System is recommended by LPA, the mechanical, electrical, plumbing contractor for RRMM.
- o Initial installation is recommended to control the energy at the remodeled D.G. Cooley Elementary School.
- o Estimated initial cost is \$50,000: \$20,000 for the server and all related accessories and peripherals; \$15,000 for programming; \$15,000 for the software.
- o Energy Management system cost was not a budgeted expenditure in the original construction project. The Schools believe this is the best plan to begin the eventual migration to a single platform.
- o The Schools must design the scope of work.
- Integration of other systems and facilities into energy control system:
 - o Goal is to have real-time access on varied devices to control all systems.
 - o Staff recommends moving to a non-propriety system, such as BACNet.
 - o Clarke County is now large enough to manage its own systems.
 - o Communications between the different vendors further complicate the issues.
 - o Integrating with TAC is not recommended by Bobby Levi.
 - o New high school: Siemens has a better set of controls than TAC but is not as user friendly as the BACNet system. The HVAC has controls; but there are no controls on the boilers. The card system reader is on a separate system by Simplex Grinnell.
 - o Anticipate integrating Johnson Williams Middle School and Boyce Elementary into the new protocol as components are replaced. The annual service contract for the Simplex Grinnell alarm system at Johnson Williams Middle School is \$10,000; system inspection is an additional \$4,500.
 - o The cost to perform recent repairs at new Clarke County High School was \$9,000 for 3 people for 3 days. With control of our own energy management system, such costs could be avoided.

- o Telephone support from TAC for system control issues costs approximately \$125 per call.
- o The Board of Supervisors requires a clear understanding of what is being requested and why it makes sense; and when the Schools submit its request, it should include:
 - The estimated cost to include at D.G. Cooley.
 - The estimated payback for D.G. Cooley.
 - Providing explanation that D.G. Cooley is a test case for a system that has the potential to have portability to another building.
- Mike Murphy suggested a needs study of every building and facility in the County to determine potential savings through the implementation of building controls.
- Tom Judge put forth the Circuit Courthouse that currently has no system but has the capability to add some controllers.
- Tom Judge commented that the County had implemented integrated security systems and energy control systems but standards changed over time and the County was burned.
- Bobby Levi advised that there are controlled thermostats in most of the courtrooms and the bigger rooms surrounding them that are working fairly well; however, maintenance staff, needed to monitor and maintain, is limited.
- Mike Hobert concluded that this matter would be discussed next at the July 8, 2013 Board of Supervisors Finance Committee meeting. He asked Bobby Levi and Mike Murphy to attend the meeting.

Bobby Levi and Randy Trenary left the meeting at 1:50 pm.

Following discussion of training, fiber backbone and the ERP project, the Board returned to finalize the energy control discussion, David Ash, seconded by Sharon Keeler, moved to endorse the concept of energy control. The motion was approved by the following vote:

David Ash	- Aye
J. Michael Hobert	- Aye
Sharon Keeler	- Aye
Michael Murphy	- Aye
Charles "Chip" Schutte	- Aye

Training

- Tom Judge met with Dave Baggett and Gordon Russell to discuss training needs. Both agreed that the training needed is one-on-one, department specific. This training could be accomplished by proficient staffers going into individual department and show them how they could improve through technology.
- Additional training focus areas: email, calendaring, productivity software, website updates, etc.

Fiber Backbone

- ComCast is the County's cable provider and the process has been prolonged. ComCast representative has come to many meetings but has no authority to come to decisions or solutions.
- ComCast is not interested in renewing the dark fiber lease at anywhere near what the County is currently paying.
- Cost of installing our own cable is extremely expensive and is not an option.
- Shentel has been identified as an alternative cable provider.
- Shentel has fiber already installed in several places that meet the County's needs including the Town of Boyce.
- Shentel knows that it would be competing with ComCast and seems eager.
- Shentel may be willing to lease dark fiber.
- Shentel may be looking to partner with the County for equipment siting.
- Microwave is an alternative to certain pieces requiring sight from tower to tower. It would solve the Sheriff's radio dispatch issues. It does not have the ability to address data issues.
- The County has a year left on the ComCast lease; and if renewed, the cost for data service will be 10 times more for 1/10th capacity.
- Tom Judge will follow up with Gordon Russell on the ComCast lease to determine if notice is required and about potentially burying on school property.
- Mike Hoberf stated that the County needs to look at all its options.

5. ERP Project Update

Review project timeline. Meeting with CIT, Karen Jackson, Joe May. Concurrent projects.

- Tom Judge demonstrated the Wrike project management software including:

Draft for review September 23, 2013

- o Email set up
 - o ERP Teams
 - o Supporting documentation
 - o Timeline/Milestones
- Mike Murphy issued a challenge to his fellow users to maximize system effectiveness by becoming more familiar with the program. He further advised that David Baggett tendered his resignation effective June 30.

Mike Murphy was called from the meeting at 2:55 pm.

Mike Murphy rejoined the meeting at 2:57 pm.

Next Meeting

While there are no meetings scheduled for July or August, the Board agreed to add a meeting in August if necessary.

Adjournment

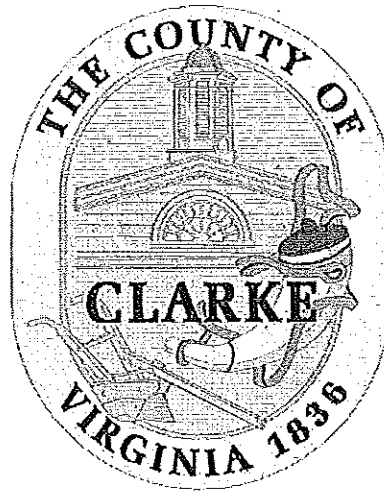
At 2:58 pm, Chairman Schutte adjourned the meeting.

Minutes Recorded and Transcribed by Lora B. Walburn

County of Clarke, Virginia

REQUEST FOR PROPOSALS (RFP) # 11122013 FOR ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AND IMPLEMENTATION SERVICES

Issue Date: October 1, 2013



A non-mandatory Vendor Pre-Proposal Tour of Facilities will be held on 10/15/2013 from 10:00 a.m. EST until 12:00 p.m. EST at:

Berryville/Clarke County Joint Government Center
101 Chalmers Court, Conference Room C
Berryville, VA 22611

Proposal Submission

Proposal Due Date: November 12, 2013, 3:00 P.M., EST

Submit Proposals To: County of Clarke
Purchasing Office
129 Ramsburg Lane
Berryville, VA 22611

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 Clarke
JAS Director
524 Westwood Road
Berryville, VA 22611
tjudge@clarkecounty.gov
Fax: 540-955-0676

The County of Clarke 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	10/1/2013
Vendor Pre-Bid Tour of Facilities	10/15/2013
Deadline for Clarification Questions	10/18/2013
County distributes responses for Vendor RFP Clarification Questions	10/24/2013
Vendor Proposals Due	11/12/2013
Notification of Demonstration Dates	11/27/2013
Demonstrations of Software	12/2/2013-12/20/2013
Site Visits and Other Due Diligence	1/6/2014-2/28/2014
Contract Negotiations and Award	3/3/2014-4/04/2014

1 Introduction

1.1 Overview

The County of Clarke 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 Government Finance Officers Association (GFOA), 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, payroll, financial systems as well as other various related software applications and shadow systems that support operations throughout the various County 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, 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.

**The Community Development applications listed above are only those presently budgeted. However, the County ultimately wishes to obtain an ERP system extension that can accommodate additional 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. To this end the County invites proposers to suggest how this can best be accomplished.*

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, and other County systems and implementation is expected to begin in 2014.

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"> ■ Accounts Payable ■ Bank Reconciliation ■ Budgeting ■ Capital Assets ■ Cash Receipting ■ General Ledger ■ Human Resources ■ Leave Management 	<ul style="list-style-type: none"> ■ Miscellaneous Billing and Accounts Receivable ■ Payroll and Time-Keeping ■ Position Control ■ Purchasing ■ Tax Assessment and Billing ■ Utility Billing
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The County is interested in receiving proposals from qualified Vendors who can minimally provide these core modules as part of their ERP solution. However, the County has also identified 13 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 27 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 three entities taken together: the government of the County of Clarke, the Clarke County Public Schools, and the Clarke County Sanitary Authority.
- GFOA means the Government Finance Officers Association, the consultant 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.
- Purchasing Agent 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 Clarke, Virginia, a political subdivision of the Commonwealth of Virginia, is a rural community of 174 square miles, 14,034 people and 418 full time and 168 part time employees. With its close attention to land preservation, its historic resources, and its proximity to Washington, D.C., 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 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 Administrative Services Board will provide for the governance of the system. This Board is comprised of a School Board member, and member of the Board of Supervisors, the County Treasurer, 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. A study performed by the Government Finance Officers Association (GFOA) recommended the solution described in this request for proposals. This study is available at <http://www.clarkecounty.gov/finance/technology-integration-discussion.html>.

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

- The Joint Administrative Services Board has been authorized by the Board of Supervisors and the Clarke County School Board to oversee technology governance shared systems including the ERP system. This Board is comprised of the County Administrator, School Superintendent, Treasurer, a School Board Member, and a member of the Board of Supervisors.
- The Joint Administrative Services 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 Administrative Services declared its preference for a "phased" rather than "big-bang" approach to implementation pursuant to a recommendation in the GFOA report.
- The Joint Administrative Services Board appointed the Joint Administrative Services Director as the manager of the ERP project.
- The Joint Administrative Services Director 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 of \$600,000 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.

*Legend for Current Applications		
Legend Code		Description
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.

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future*	Expected ERP Module
CAMRA by Stonewall Technologies	Assessment Data	Commissioner of the Revenue	C	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
Debt Management Spreadsheet	Debt tracking	Finance	R	Debt Management
OpenRDA (MyISAM)	Utility Billing	Joint Admin Services	R	Utility Billing
OpenRDA (MyISAM)	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
Windoware (superbase)	Building Permit and Inspection Tracking	Building Inspections	R	Permitting and Inspections
Microsoft Access Database	Land Use Application Tracking	Planning	C	Future Community Development Extension
ESRI (ArcInfo)	Geographic Information System	Information Technology	I	Tax Billing, Permitting and Inspections, Future Community Development Extension, Utility Billing
People GIS	On-line Maps	Information Technology	C	Future Community Development Extension
PublicSurplus.com	Web based system used for selling surplus, abandoned, and forfeited property	Joint Admin Services	I	Fixed Assets
Time Management Spreadsheets	Time Keeping	Schools and other	R	Time and Leave Management
PDF Documents organized in directories	Electronic Document Management	Government and Others	R	Document Management
BoardDocs	On- line Board Agenda development tool	Schools	I	Document Management

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future*	Expected ERP Module
Capital Projects Spreadsheet	Tracking of CIP budget allocations	Joint Admin Services	R	Grants and Project Management
Vermont Systems RecTrac	Recreation Scheduling and Point of Sale	Parks and Recreation	I	Cash Management
School Funds Online by TRA	School Activity Funds	Schools	R	General Ledger, Vendor Payments
Café Enterprise by Data Business Systems	Food Service point of sale system	Schools	I	Cash Management
Southern Software	Sheriff's Records and Dispatch	Sheriff	M	N/A
Carmody	Septage Tracking	Planning	R	Future Community Development Extension
VersaTrans by Tyler Technologies	Transportation Routing	Schools	M	Future Community Development Extension
Code Red by ECN	Citizen Alert System	Sheriff	C	Future Community Development Extension, Tax Billing
Alert Now	Citizen Alert System	Schools	C	Human Resources
Pearson Powerschool	Student Information System	Schools	I	HR/Payroll, Document Management
AppliTrack	Applicant Tracking	Schools	R	Human Resources
Logan Systems	Deeds and other Real Property Legal Documents	Courts	I	Document Management, Future Community Development Extension
FilePro Database	Teacher Certifications	Schools	R	Human Resources

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 Vendors with 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>Network Overview.</p> <ul style="list-style-type: none"> • Two primary networks: Government & Schools, with some shared applications/interconnections. • Mixed star & ring WAN topology. • Dark Fiber Network at 13 sites – 10GbE. • Leased WAN (metro-e) connection to Boyce – 100mbs. • Fiber Optic (metro-e) Internet Connection – 100mbs (Schools) 10mbs (Government). • Remote access via IPSEC and SSL based VPN. • WLAN 802.11n is available in buildings throughout the school division. For Wireless Access Points (WAP) typically WPA2 encryption is used to encrypt the data. <p>Network Equipment</p> <ul style="list-style-type: none"> • Brocade routing & switching throughout. • Some Cisco and other brands at the edge. (Schools) • VPN Devices: pfSense (Government), SonicWall Firewall/VPN (Schools). • Avaya VoIP.
Data Center
<ul style="list-style-type: none"> • Government and Schools have separate data centers and a shared SAN (i-scsi). • Main Data Center (Schools) at J-WMS which includes UPS backup and generator. • Main Data Center (Government) at Joint Government Center which includes UPS backup and generator. • Secondary Data Center (Schools) at CCHS which includes UPS backup and generator.

Logical Network
<ul style="list-style-type: none"> • The Government and Schools are utilizing IPv4 and OSPF protocols on the LAN and WAN. • Multiple VLANs are used on the network. • Multi-layer Switching is used whenever possible.
Server & Operating System Standard
<ul style="list-style-type: none"> • Government & Schools are both completely virtualized, using VMware infrastructure. • HP and Dell hardware, ESXi 5 hosts. • Dell Equallogic i-scsi SAN supporting virtualization environments. • D-Link I-SCSI SAN used for mass storage and 3rd-tier VMs (Schools). • Mixed MS Active Directory (Schools) and Samba (Government) authentication. <p>Operating Systems</p> <ul style="list-style-type: none"> • Microsoft Server OS (2003, 2008R2) • Various Linux OS • Windows 7 Professional Desktop OS (Schools) • IBM i-series
Storage & Backup Environment
<p>Storage</p> <ul style="list-style-type: none"> • All of the virtual servers are stored on Dell Equallogic i-scsi SAN arrays • Tier 1 and Tier 2 virtual servers are stored on Dell Equallogic I-scsi SAN arrays (Schools). • Tier 3 virtual servers are stored on D-Link i-scsi SAN (Schools). <p>Backup</p> <ul style="list-style-type: none"> • Offsite SAN replication, snapshots, Disk-to-Disk, tape. • Approximately 4 TB free space. (12.25 TB total).
Workstation Standard
<ul style="list-style-type: none"> • HP Desktops, Laptops, and AIO form-factor, various models, not older than 4 years.
Web Browser/Email Standard
<ul style="list-style-type: none"> • Microsoft Internet Explorer (Schools) Firefox (Government) browsers. • MS Exchange (Schools) and VMware Zimbra (Government) email/collaboration.

1.6 Current Support Environment

The Government and Schools run separate support infrastructures. The Government IT department consists of 2 Full time employees that manage approximately 75 desktops, 25 notebooks, and 20 guest servers on 3 primary ESX hosts. The School Division IT Department

consists of 4 Full-time and 2 part-time employees supporting over 700 desktop computers, 900 laptops, and about 30 servers.

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
 - Budgeting
 - Capital Assets
 - General Ledger
 - Human Resources
 - Leave Management
 - Payroll and Timekeeping
 - Position Control
 - Purchasing
 - Miscellaneous Billing and Accounts Receivable
 - Cash Receipting
 - Bank Reconciliation
 - Tax Billing
 - Utility Billing
 - **Non-Core**
 - Cash Management
 - Debt Management
 - Document Management
 - Grants, Project Management and Accounting
 - Contract Management
 - Inventory Management
 - Investment Management
 - Applicant Tracking
 - Benefits Administration
 - Inspections and Permitting
 - GIS Integration
 - Deed and Easement Document Integration

- School Substitute Personnel Management
- 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
 - Land Management
 - Planning and Zoning Application Tracking and Approval
 - Code Enforcement
 - 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
Organization	
County population	14,034 (2010)
Form of Government	Virginia Traditional
Area of County (sq. miles) Corporate Limits / with ETJ	174
Dwelling Units (Corporate Limits and ETJ)	6185 (2010)
County budget (All Funds)	\$38,000,000 (2014)
Utility System Budget	\$1,053,000 (2014)
Number of network users (total current, excluding 1200 students)	350
Number of ERP system users (anticipated future)	500
Number of concurrent system users (current)	350
General Ledger / Bank Reconciliation	
Chart of Accounts Structure	
EXPENDITURE	
Dimension 1 - Fund	3 digits
Dimension 2 - Project	3 digits
Dimension 3 - Cost Center	3 digits
Dimension 4 - Program	5 digits
Dimension 5 - Function	5 digits
Dimension 6 - Object	4 digits
REVENUE	
Dimension 1 - Fund	3 digits
Dimension 2 - Project	3 digits
Dimension 3 - Revenue	7 digits
General Ledger Account/GAAP GL Account	4 digits
Fiscal year end	June 30 th
Number of funds	29

Number of function codes	72
Number of balance sheet accounts	1,107
Number of expense accounts	3,151
Number of revenue accounts	329
Number of manual journal entries (monthly)	684
Number of cash accounts (includes four school activity funds)	5
Number of bank accounts	21
Number of annual check voids	42
Budgeting	
Pre-Encumbrance Controls?	No
Encumbrance Controls?	Yes
Position Control?	Yes
Budget Entry Model (Centralized or Decentralized):	Centralized
Number of Approval Levels:	Two
Budget Frequency:	Annual
Number of Funds Budgeted:	Eighteen Annually
Fixed Assets	
Number of capitalized fixed assets:	327
Fixed asset tagging?:	Yes, some
Fixed asset capitalization threshold:	\$5,000
Tracking / reporting of non-depreciable assets?	Yes, land, computers, equipment
Project/Grant Accounting	
Do Projects/Grants Cross Funds?	Rarely
Do Projects/Grants Cross Departments?	Sometimes
Purchasing/Contract Management/Inventory	
Use of NIGP/Commodity Codes?	No
Number of Requisitions per Month:	49
Number of Purchase Orders per Month:	49
Accounts Payable	
Number of Vendors Maintained in Accounts Payable System	4,515

(includes employee vendors)	
Number of Invoices Input Annually	7,817
Frequency of Check Runs:	Twice monthly
Check Signature Method:	Signature machine
Payments Types Supported	Two, paper checks and ACH
Number of 1099s Processed Annually (2012):	83
Cash Receipting	
Receipting Model (Centralized or Decentralized):	Primarily centralized
Number of Cash Registers / POS Terminals:	Two centralized/six decentralized
Human Resources and Payroll	
Number of full-time employees	418
Number of part-time employees	168
Number of bargaining units	Zero
Number of applicants (annually)	1600
Payroll frequency	Monthly
Permits and Inspections	
Number of permits issued annually	1,752
Number of annual inspections	2400
Facilities	
Number of County Staff Buildings	16
Number of other County facilities	2
Miscellaneous Billing	
Number of Utility Accounts:	470
Frequency of Utility Billing:	Every two months
Number of Miscellaneous invoices per month	179
Frequency of Miscellaneous Billing	Monthly
Number of Billing Cycles:	12
Number of Annual Miscellaneous Bills:	2,150
Number of Annual Late Reminders:	600
Special Assessments (Tax Supplements)	
Frequency of Billing:	3 times per year
Number of Annual Bills:	120 in total

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.

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 Purchasing Agent, or his 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:

<ul style="list-style-type: none"> ■ Accounts Payable ■ Bank Reconciliation ■ Budgeting ■ Capital Assets ■ Cash Receipting ■ General Ledger 	<ul style="list-style-type: none"> ■ Miscellaneous Billing and Accounts Receivable ■ Payroll and Time-Keeping ■ Position Control ■ Purchasing ■ Tax Assessment and Billing
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<ul style="list-style-type: none"> ■ Human Resources ■ Leave Management 	<ul style="list-style-type: none"> ■ Utility Billing
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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).

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 Clarke ("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 familiarized 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 of the Vendor's proposal must be submitted by 3:00 p.m., EST, 11/12/2013 to:

County of Clarke
Purchasing Division
129 Ramsburg Lane
Berryville, VA 22611

All proposals must contain the wording: **Proposal for ERP System Selection, RFP # 11122013** on the package.

Proposals received after the deadline will not be accepted. Proposals may not be delivered via facsimile or e-mail.

Additionally, Vendors must send one electronic copy of the complete Vendor proposal response, including the completed specification worksheets that have been provided in Excel.

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:

tjudge@clarkecounty.gov

Inquiries regarding the proposal will be accepted up to and including **10/18/2013 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.clarkecounty.gov/solicitations/view_category.html

2.7 Vendor Pre-Proposal Meeting

A non-mandatory Vendor Pre-Proposal tour of facilities will be held on 10/15/2013 from **10:00 a.m. EST until 12:00 p.m. EST** at:

Clarke County Joint Government Center
101 Chalmers Court Conference Room C
Berryville, VA 22611

The purpose of this meeting is for Vendors to familiarize themselves with the physical layout of Clarke County facilities, including location of equipment, buildings, etc. Any questions or clarifications will be addressed using section 2.6 "RFP Clarifications and Questions".

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 Purchasing Agent.

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.

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's Purchasing Agent. 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 541070553. The County is exempt from Federal Excise Tax. All prices should be quoted FOB Clarke, 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 Purchasing Agent, 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 that software solution that meets that 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 Purchasing Agent a certificate or certificates of insurance, showing that the Vendor has obtained, at its own expense, all insurance coverages listed in the "County of Clarke Insurance Requirements." These certificates of insurance shall list the County of Clarke as an additional insured in the amounts and types of insurance listed in the "County of Clarke 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"> • RFP Response RFP response is submitted by the due date and time. 			
<ul style="list-style-type: none"> • Response Authorization The RFP response is signed by a company officer. 			
<ul style="list-style-type: none"> • 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. 			
<ul style="list-style-type: none"> • Core Modules Solution must include functionality for: <table border="1" data-bbox="293 1104 1224 1503" style="margin-left: 40px;"> <tr> <td style="padding: 5px;"> <ul style="list-style-type: none"> <input type="checkbox"/> Accounts Payable <input type="checkbox"/> Bank Reconciliation <input type="checkbox"/> Budgeting <input type="checkbox"/> Capital Assets <input type="checkbox"/> Cash Receipting <input type="checkbox"/> General Ledger <input type="checkbox"/> Human Resources <input type="checkbox"/> Leave Management </td> <td style="padding: 5px;"> <ul style="list-style-type: none"> <input type="checkbox"/> Miscellaneous Billing and Accounts Receivable <input type="checkbox"/> Payroll and Time-Keeping <input type="checkbox"/> Position Control <input type="checkbox"/> Purchasing <input type="checkbox"/> Tax Assessment and Billing <input type="checkbox"/> Utility Billing </td> </tr> </table> 	<ul style="list-style-type: none"> <input type="checkbox"/> Accounts Payable <input type="checkbox"/> Bank Reconciliation <input type="checkbox"/> Budgeting <input type="checkbox"/> Capital Assets <input type="checkbox"/> Cash Receipting <input type="checkbox"/> General Ledger <input type="checkbox"/> Human Resources <input type="checkbox"/> Leave Management 	<ul style="list-style-type: none"> <input type="checkbox"/> Miscellaneous Billing and Accounts Receivable <input type="checkbox"/> Payroll and Time-Keeping <input type="checkbox"/> Position Control <input type="checkbox"/> Purchasing <input type="checkbox"/> Tax Assessment and Billing <input type="checkbox"/> Utility Billing 	
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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 unique aspects of the Vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.

5. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced.
6. Describe the contents of major new releases in 2014 and 2015 that will be of interest to the County.
7. Describe other software modules of your system that may be of interest to the County that have not been specifically requested.
8. What are your plans to use web services technologies in your product?
9. Describe your portal strategy.
10. Does your proposed solution use e-mail and/or instant messaging as part of its core functionality? If yes, describe.
11. 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)).

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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. Microsoft Virtual Server, VMWare) 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 interoperates with 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. FTP - Describe how your system uses/interacts with FTP daemons, including:
 - a. An FTP daemon that installs and operates under Windows 2003 Server? (If no, describe what FTP daemon is utilized),
 - b. Data encryption during transfer,
 - c. Encrypted transfer of user authentication credentials (secure FTP),
 - d. User authentication for FTP transfers, and
 - e. Scheduled FTP transfers.

10. Desktop - Please describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user's desktop

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, with a 3-second maximum response time. 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. The County requests that the Vendor shall provide its work plan in a Microsoft Project format as part of the proposal response.

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

Provide a general overview of the 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.

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. Do you provide project management services to migrate to your proposed solution? If yes, describe. If no, how do you propose the County manage the planning and deployment of 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. It is expected that the County will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the Vendor shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new ERP. 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 financial, budget and payroll 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. Do you foresee any issues in migrating data from the current County financial, payroll and budget 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 customizations or development of interfaces without compromising the integrity of the base system. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new versions/releases of your software?

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. Please provide pricing for interfaces in the associated Microsoft Excel pricing spreadsheet.

Data Flow Item #	Data Flow Description	Source Application	Target Application	Exists in Current County Environment
1	Cleared checks	Bank of Clarke County	Bank Reconciliation	No
2	Budget book creation	Budget Preparation	Word Document	Yes
3	Real Estate Tax information	CAMA, Real Estate Accounts Receivable	Real Estate on the Web	Yes

Data Flow Item #	Data Flow Description	Source Application	Target Application	Exists in Current County Environment
4	State Contract Purchasing	eVA	Purchasing	No
5	School Food Service	GL,AP,PR	State SNAP	No
6	School Grants	Grants Management	State OMEGA	No
7	Government Grants	Grants Management	GMS, GMIS, GPRS, OJP BVP, COPS	No
8	Vehicle Assessment Data	National Automobile Dealers Association (NADA) Official Used Car Guide	Tax Billing	Yes
9	Compensation Board Reporting	Payroll, AP	State of VA COIN	No
10	Health Insurance Premiums	Payroll	State of VA (DHRM-TLC)	No
11	403(b) Vendors	Payroll	Horace Mann, VA Retirement Specialists	No
12	Health Savings Account Deductions	Payroll	Health Savings Bank	No
13	Federal W2's	Payroll	SSA	Yes
14	Flex payments (childcare and health expense)	Payroll	Wage Works	No
15	Life Insurance payments	Payroll	MN Life	No
16	Long-Term Care Insurance payments	Payroll	Genworth	No
17	Retirement (deferred comp)	Payroll	ICMA-RC	No
18	SSN Verification	Payroll	SSA	Yes
19	State Retirement System	Payroll	VRS	No
20	State tax withholding, garnishments	Payroll	VA, MD, DC, PA, WV	Yes
21	State W2's	Payroll	VA, MD, DC, PA, WV	Yes
22	VA Social Services	Payroll	LETS	No
23	Payroll Data	Payroll Vendors	Payroll/HR	No
24	ACH Direct Deposit	Payroll, AP	Bank of Clarke County	Yes

Data Flow Item #	Data Flow Description	Source Application	Target Application	Exists in Current County Environment
25	Administrative costs related to Virginia Department of Social Services positions	Payroll/HR	Virginia Department of Social Services (Laser)	No
26	Wire Transfers	State	AR	No
27	Investment management	State LGIP	Cash Management	No
28	Debt set-off program (vehicle tax)	Tax Billing	VA Dept of Taxation	No
29	Administrative costs related to Virginia Department of Social Services positions	Virginia Department of Social Services (Laser)	Project/Grant	No
30	File of tax payments from mortgage service company	Wells Fargo	Tax Billing	No

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 include joint participation by the relevant County process owner team lead supporting the process area in 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)
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 employed at your company
 - d. Number of years conducting their proposed role on the project
 - e. Certifications that are appropriate to the role they will be fulfilling on the project (e.g., PMP certification)
 - f. Expected amount of time (hours) that they will be committed to the project
 - g. Relevant previous experiences
 - h. If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.

Additionally, the Vendor shall address the following items:

1. Identify the degree to which Vendor staff will be onsite versus off-site during the project
2. Demonstrate your ability to provide continuity of skilled consultant resources throughout the duration of the project
3. Describe the degree to which activities will be performed during normal business hours versus off-hours
4. In addition, the County requests that the Vendor provide a description of the resource requirements for the Vendor's staff and configuration needed during the implementation to include the following:
 - a. Number of workstations
 - b. Number of desks
 - c. Number and size of dedicated rooms for the project
 - d. Parking
 - e. Telephones
 - f. Network accessibility needs
 - g. White boards
 - h. Flip charts

- i. Power requirements
- j. Other resource needs
- 5. Likewise, the County requests that the Vendor 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:
 - a. 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.
 - b. Identification of the number of staff expected to be committed to the project, by role, and their estimated time commitment in terms of FTE time during the implementation including technical and business staff within the County
 - c. Information on IT resources required during the implementation including:
 - 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

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
Executive Sponsor(s)		
Project Manager		
Project Administrator		
Functional Process Owners		
Functional Process Team Participants (per member involvement)		
Training Coordinator Team Lead		
Change Management Team Lead		
Technical Team Members (list by individual role; DBA, analyst, etc.)		
Communications Team Lead		
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, 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.
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 (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 (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

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 that can be used in support of the Vendor's software.

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, reorganization 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.

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 Clarke Insurance Requirements Compliance.
- e. Certified Statement of Non-Collusion
- f. Disclosures Relating to County Officials and Employees
- g. Equal Employment Opportunity Agreement
- h. Use of Contracts by Regional Jurisdictions
- i. Proposal Forms (all forms in Section 7)
- j. 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 Clarke's preferred contract terms and conditions which have been edited specifically for this RFP based on both the County of Clarke'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 Clarke 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 Clarke 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 the County of Clarke, Virginia, a political subdivision of the Commonwealth of Virginia.

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.

Joint Administrative Services Director means that position designated by the Joint Administrative 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.

Purchasing Agent 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 # 11122013 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 Purchasing Agent a certificate or certificates of insurance, showing that the Vendor has obtained, at its own expense, all insurance coverage listed in the "County of Clarke Insurance Requirements" as provided in Section 7.6 of this RFP. These certificates of insurance shall list the County of Clarke as an additional insured in the amounts and types of insurance listed in the "County of Clarke 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 Clarke 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 Purchasing Agent;
- 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 Purchasing Agent; 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 Purchasing Agent and the Joint Administrative Services 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 Purchasing Agent and the Joint Administrative Services 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 Purchasing Agent 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 mediation, 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 Clarke, 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 Clarke, 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

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 make, remain with 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.

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	County of Clarke
_____	Purchasing Division
_____	129 Ramsburg Lane
<Address>	Berryville, VA 22611

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 Purchasing Agent. 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 Purchasing Agent 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-builts, 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 Purchasing Agent. Vendor will limit and direct any of its advertising on the Client's premises and shall make arrangements for such advertising through the Purchasing Agent. 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 Purchasing Agent 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 Clarke 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 Purchasing Agent'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 Purchasing Agent 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 within five (5) years from Formal Acceptance, 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 Purchasing Agent. The contract sum and the time for performance shall be changed only by Change Order signed by the Purchasing Agent.

If the Contract Documents include one or more option periods, any Contract renewals shall be authorized by Change Order signed by the Purchasing Agent. 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 and that in the event the Vendor fails to meet the deadline for implementation set forth in the implementation schedule, the County will incur actual and considerable monetary damage, the actual amounts of which are uncertain and not readily

ascertainable. The amount stipulated in the Contract Documents is reasonably in proportion to the probable loss to the County and that amount per day is hereby agreed upon as liquidated damages ("Liquidated Damages") for each calendar day that the time consumed in meeting the schedule(s) exceeds the deadlines set forth therein, as adjusted by written Change Orders. 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, and the Vendor and its Surety hereby agree that the stated sum per day for each such day of delay shall be deducted and retained out of the monies which may become due hereunder, and if not so deductible, the Vendor and its Surety shall be liable therefore. Vendor waives any defense as to the validity of any liquidated damages stated in this Contract as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

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 nondiscrimination clause.

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

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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 Small and Minority and Women-Owned Business Outreach

The County of Clarke 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 Purchasing Agent determines that such awards are in the best interest of the County and its SMBE program.

5.2.55 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.

5.2.56 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.

5.2.57 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.

5.2.58 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.

5.2.59 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").

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

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

Compliance with the foregoing nonvisual access standards shall not be required if the 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.

5.2.61 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 Purchasing Agent and the duly authorized representative of the Vendor.

5.2.62 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 provision(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.

5.2.63 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.

5.2.64 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.

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

Contract Terms and Conditions Compliance Checklist				
#	Title	Comply	Exception	Not Comply
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			

Contract Terms and Conditions Compliance Checklist				
#	Title	Comply	Exception	Not Comply
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

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 Clarke 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?		
	Location	VA	Nationally
	Local Government		
	Other Public Sector		
	Other Non-Public Sector		
	Overall:		
	Provide the name and contact information for at least 5 of these customers.		
12	How many fully operational customer installations, in total, has the Vendor completed?		
	Location	VA	Nationally
	Local Government		
	Other Public Sector		
	Other Non-Public Sector		
	Overall:		
13	Do you currently have any outstanding significant (> \$250,000) litigation with		
		Ye	No
	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 Clarke, VA?		
16	Where is the Vendor's company headquarters?		
17	Please list the Vendor's sales in the previous three years		
	Year	Sales	
	2012		
	2011		
	2010		

18. How many total employees does the Vendor have in each of the following categories.			
	Area	Number	
	Sales/Marketing		
	Management/Administration		
	Help Desk Staff		
	Development Staff		
	Other		
	Total:		
19. What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor bid by skill set?			
	Rates for Additional Implementation Assistance		
	Skill Set	Hourly Rate	
		\$ / hr	
		\$ / hr	
		\$ / hr	
20. As a primary vendor, can the Vendor provide a true turnkey solution, including:			
	Turnkey Solution		
	Component	Yes	No
	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 two separate potential visits of four consecutive days each in which the Vendor will commit to being available for an on-site demonstration and your preference.			
	Demonstration Date Options		
	Option	Visit #1	Visit #2
	Week of 12/02/2013		
	Week of 12/09/2013		
	Week of 12/16/2013		
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 Clarke: _____

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. _____

Clarke County and/or
Commonwealth of Virginia
Business License No. _____

Signature: _____

(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 Clarke 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 Clarke County by the bidder, his/her agents, representatives, employees or Subcontractors.
3. Actual proof of coverage as contained herein shall be submitted to Clarke County Purchasing Office 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 "Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear)" as "Certificate Holder".
 - b. It shall list "Clarke 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 Clarke 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:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, 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 aggregate
**(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	\$1,000,000 per occurrence, \$1,000,000 aggregate
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 Clarke 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 Clarke County's insurance requirements.
- 9. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by Clarke County. At the option of Clarke 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 Clarke County, its officers/officials, agents, employees and volunteers.
- 11. The insurer shall agree to waive all rights of subrogation against Clarke 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 Clarke 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 Director of Joint Administrative Services.
- 14. All coverage designated herein shall be as broad as the Insurance Services Office ((SO) 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 Clarke, 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 _____

7.9 Sexual Offender Certification

COMPANY SEXUAL OFFENDER CERTIFICATION

The undersigned, on behalf of _____
(insert company name)

hereby certifies to the Clarke County School Board and Clarke 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 Clarke County that other jurisdictions be allowed to enter into a contract with any successful Contractor chosen by Clarke County based on terms similar to those agreed to between Clarke 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 Clarke County, the following would apply:

1. Clarke 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.

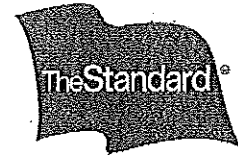
For copies of other jurisdictions' terms and conditions, Contractor must contact them.

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

Signature, Name, Title of Vendor



VACoRP



Virginia Local Disability Program (VLDP) Opt Out Solution

VACoRP and Standard Insurance Company (The Standard) are pleased to present our proposal for an opt-out solution to the Virginia Local Disability Plan effective January 1, 2014. VACoRP and The Standard have worked to create a comparable plan that meets or exceeds the requirements of § 51.1-169 of the Code of Virginia. The program will be available to all Virginia Public Entities participating in the Hybrid Retirement System.

We developed our program by creating a plan that addressed each provision of § Section 51.1-1150-1183 of the Code of Virginia. Customized contracts have been created addressing the sections of the Code to create a plan that is not only comparable to the VLDP plan offering but exceeds the requirements of the Code of Virginia. Our coverage provides benefits for occupational and non occupational disabilities including first day coverage for catastrophic disabilities, 80% income replacement for catastrophic disabilities, and LTD coverage that begins when STD ends.

We have also included the following enhancements in our plan:

- **Rehabilitation Incentive:** To help claimants focus on recovery, we've increase the LTD benefit by 10% of Predisability earnings while a claimant is participating in an approved rehabilitation program.
- **Reasonable Accommodation Benefit:** The Standard is committed to helping disabled employees overcome obstacles to going back to work. We will reimburse an employer up to \$25,000 for making approved worksite modifications that help a claimant return to work.
- **Survivor Benefit:** If an employee dies while the LTD benefit is payable and the employee has been continuously disabled for 6 months, we will pay a lump sum survivor benefit in the amount of 3 times the monthly benefit.

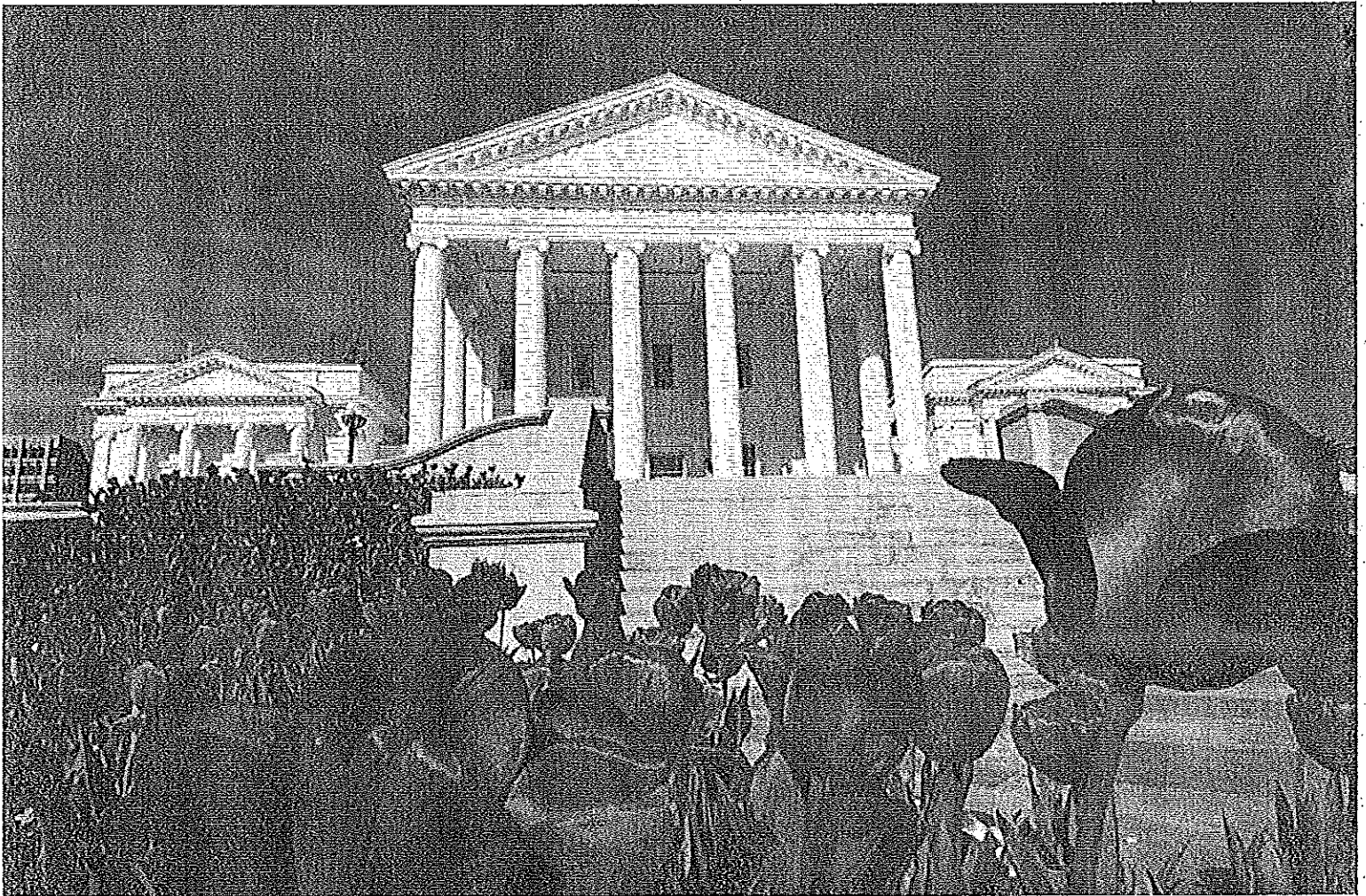
The proposed rate structure is similar to VLDP with combined rates for the administration of the Short Term Disability program on an Advice to Pay basis and a fully insured Long Term Disability program. The rates are guaranteed for three years through December 31st, 2016.

We have included the participation agreement to join the VACoRP program. If you have questions regarding our proposal please contact me at 888-309-7772.

Stephen Lovings
Standard Insurance Company
3951 Westerre Parkway, Suite 120
Richmond, Va. 23233
sloving@standard.com

Expertise Virginia's Public Employers Can Count On

The Standard's Opt-Out Plan: An Alternative For Virginia



Standard Insurance Company
Employee Benefit Plans For Public Employers

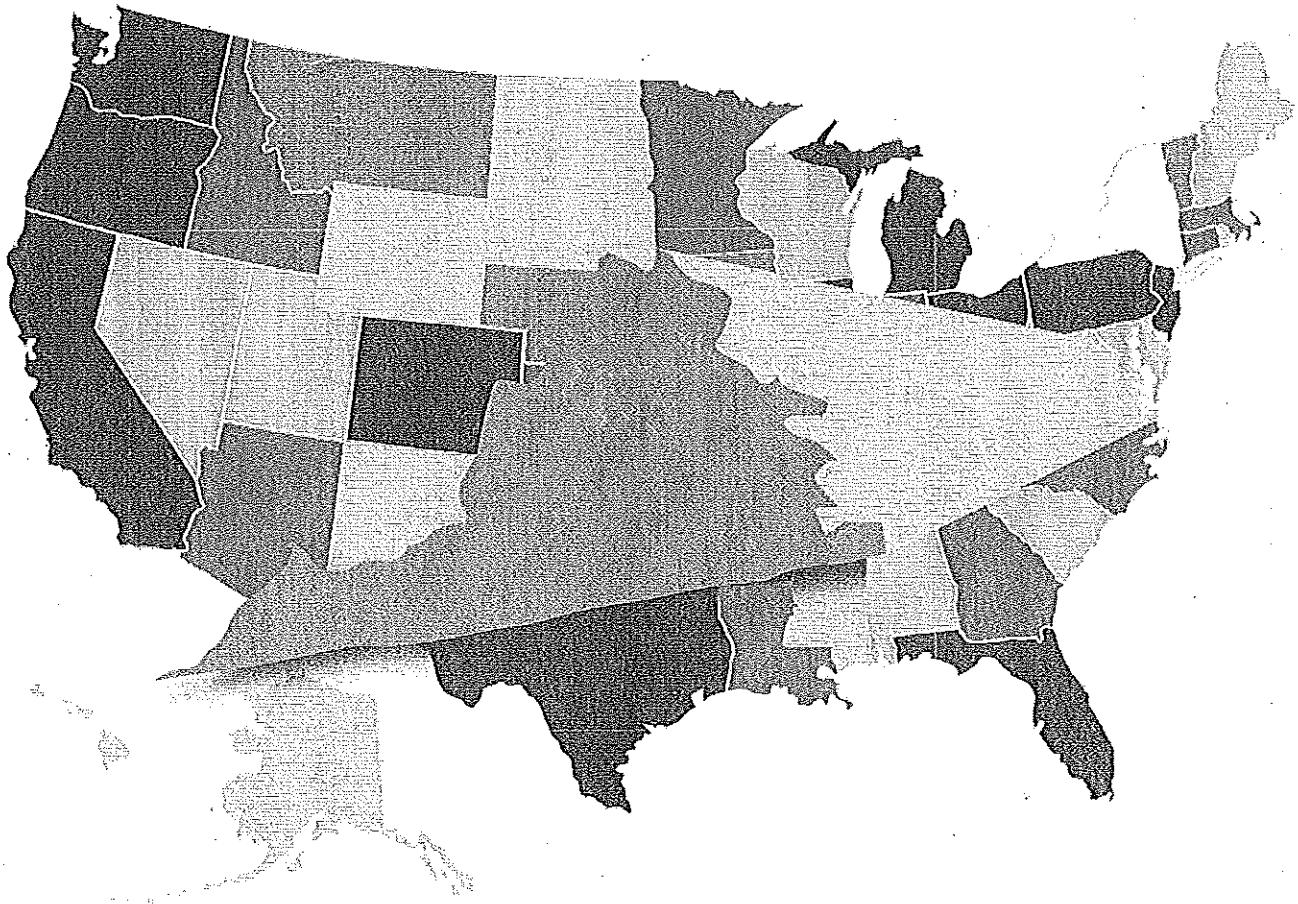


A black and white photograph of a mountain range under a bright sky. The mountains are in the foreground and middle ground, with a hazy horizon in the distance. The sky is very bright, almost white, suggesting a clear day or overexposure. The overall tone is serene and natural.

For more than 60 years, Standard Insurance Company has been meeting the needs of public employer groups. We wrote our first public Group Insurance policy in 1951 – and because we're committed to long-term relationships, we still insure that group today.

As part of that commitment to our customers in Virginia, The Standard has developed an opt-out plan to serve as an alternative to the Virginia Local Disability Program (VLDP) for public employers. Our opt-out plan includes Advice-to-Pay Group Short Term Disability benefits and Group Long Term Disability insurance that meets – and in several areas exceeds – Virginia state code.

Our opt-out plan for Virginia is backed by our expertise in providing employee benefits to the public sector – knowledge built from serving public groups across the nation for over a half century.



**Total Group Policies With Public Employers
In Virginia As Of March 31, 2013**

Type of policies	
City Contract	5
County Contract	3
School Contract	6
College Contract	5
Safety Contract	2
Misc. Public Contracts	2
Total Contracts	23

**Total Group Policies With Public Employers
As Of December 31, 2011**

Total policies in force	Type of policies	
101 and up	City	1,292
51-100	County	275
31-50	School	1,683
16-30	College	124
1-15	Safety	615
	State	22
	Tribal	9
	Utility	95
	Miscellaneous	456
	Total	4,574

Note: Policyholders may have one or more coverages with The Standard.

For a state-by-state breakdown of public policies in force with The Standard, refer to Public Employers Map Dyer (SI 6029).

Standard Insurance Company is not authorized to sell products in the state of New York. In New York, group insurance products are available from our sister company, The Standard Life Insurance Company of New York.

Comparing The Standard's LTD To Virginia Code

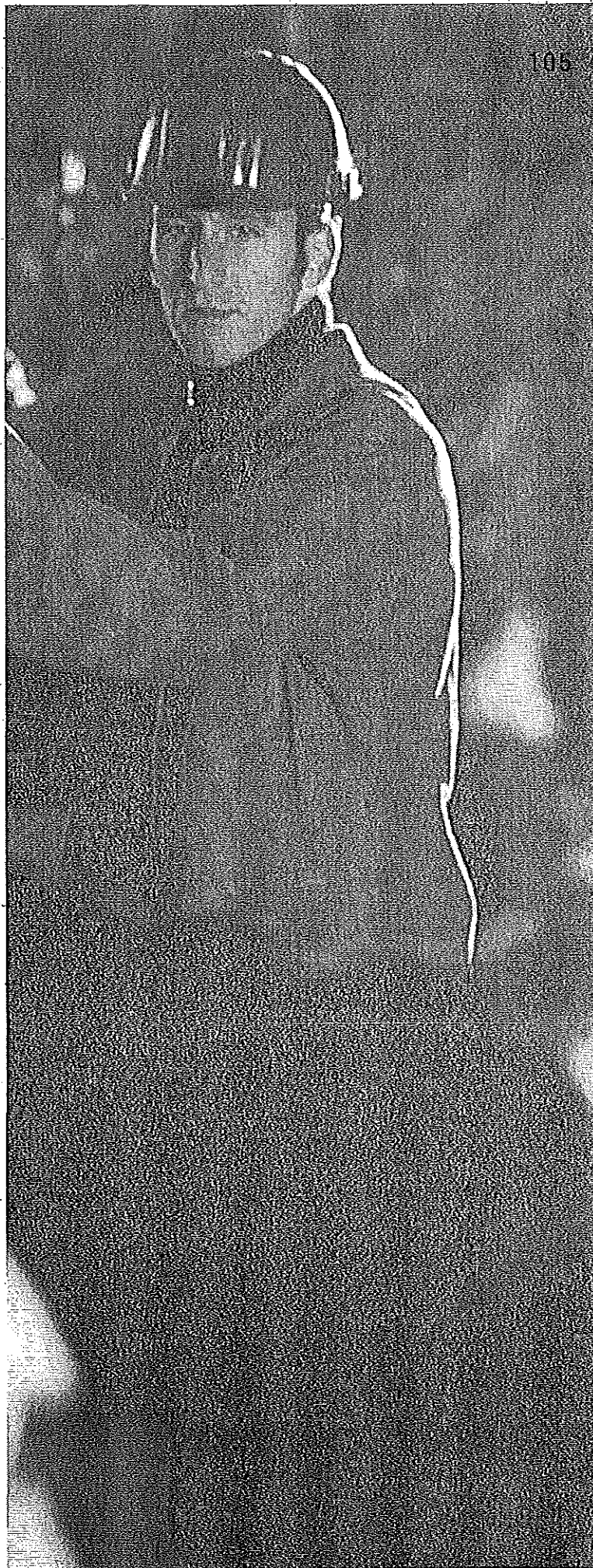
Virginia Code	The Standard's Opt-Out Offering	Comparable To Code	Exceeds Code										
Benefit Waiting Period 51.1-1157	LTD benefits will begin upon the expiration of the maximum period for which the employee receives STD benefits.	✓											
Maximum Benefit Period 51.1-1161	<table border="0"> <tr> <td>Age At Date Of Disability</td> <td>Maximum Benefit Period</td> </tr> <tr> <td>59 or younger</td> <td>To Social Security Normal Retirement Age (SSNRA)</td> </tr> <tr> <td>60 through 64</td> <td>5 years</td> </tr> <tr> <td>65 through 68</td> <td>To age 70</td> </tr> <tr> <td>69 or older</td> <td>1 year</td> </tr> </table>	Age At Date Of Disability	Maximum Benefit Period	59 or younger	To Social Security Normal Retirement Age (SSNRA)	60 through 64	5 years	65 through 68	To age 70	69 or older	1 year	✓	
Age At Date Of Disability	Maximum Benefit Period												
59 or younger	To Social Security Normal Retirement Age (SSNRA)												
60 through 64	5 years												
65 through 68	To age 70												
69 or older	1 year												
Minimum Benefit	\$100 minimum benefit		✓										
Taxability	The benefit is taxable since the employer will pay premiums for the insurance.	✓											
Catastrophic Condition Benefit 51.1-1171	If the insured is unable to perform two or more activities of daily living without hands-on assistance or requires substantial supervision for their health or safety due to severe cognitive impairment, the benefit percentage will be at least 80% of the insured's predisability earnings.	✓											
Own Occupation - Definition Of Total Disability 51.1-1150: Definitions	24-month Own Occupation period, the insured is disabled if he or she is unable to perform the essential duties of their own occupation.	✓											
Any Occupation - Definition Of Total Disability 51.1-1150: Definitions	After the first 24 months of benefit payment, the employee is disabled if he or she is unable to perform any occupation for which he or she is reasonably educated, trained and experienced to perform and he or she continues to suffer a loss of at least 20% of predisability earnings.	✓											
Definition Of Partial Disability 51.1-1150: Definitions	The insured is partially disabled if he or she is working in an occupation but is unable to earn 80% or more of predisability earnings.	✓											
Successive Periods Of Long Term Disability/Recurrent Disabilities 51.1-1158	The insured may temporarily recover from disability and then become disabled again from the same cause or causes without having to serve a new benefit waiting period. During the benefit waiting period, an insured is allowed 45 consecutive days of recovery before a new waiting period is required. During the maximum benefit period, an insured is allowed 125 consecutive workdays for each period of recovery before a new benefit waiting period is required.	✓											
Military Disability Benefits Offset 51.1-1159(F)	The Standard will not offset LTD benefits for any military disability benefits received.	✓											
Social Security Offset 51.1-1159(A)(3)	Social Security benefits payable to the insured or to the dependents of the insured will be considered deductible.	✓											
Workers' Compensation Benefit Offset 51.1-1159(A)(5)	Any amount received by the insured from workers' compensation, including amounts for partial or total disability, will reduce the LTD benefit.	✓											

Advice-To-Pay Short Term Disability Benefits

Group STD replaces a portion of an employee's weekly income in a time of need, with an option for public employers who want to supplement a sick leave or statutory disability benefits program. The Standard's ATP STD allows public employers to pay their own claims from their payroll department and obtain pretax deductions. With ATP, The Standard will:

- Pay claims from their payroll department
- Obtain pretax deductions (if desired by the employer)
- Advise on how long to pay

The Standard's ATP STD, available to public employers through our opt-out plan, meets all of the requirements outlined by Virginia's state code.



Key Features That Set The Standard Apart

The Standard's LTD plan design is comparable to the Virginia code, but also comes with some key features that set it apart – especially when it comes to helping disabled employees return to work and focus on recovery.

Return-To-Work Incentive

The Standard does not reduce the LTD benefit during the first 12 months of returning to work unless the employee's work earnings combined with the LTD benefit exceed predisability income – at which point, the benefit is reduced to equal predisability income. This provides more coverage than VLDP.

After 12 months, The Standard reduces the LTD benefit by 50 percent of the employee's work earnings (compared to 70 percent with VLDP).

Reasonable Accommodation Benefit

The Standard is committed to helping disabled employees overcome obstacles to going back to work. That's why we will reimburse an employer up to \$25,000 for making approved worksite modifications that help an employee return to work.

Rehabilitation Incentive

To help encourage a focus on recovery, we increase the LTD benefit by 10 percent of predisability earnings while an employee is participating in an approved Rehabilitation Plan.

Survivors Benefit

If the employee dies while LTD is payable and had been continuously disabled for 180 days, a lump-sum survivor benefit in the amount of three times the monthly benefit will be paid.

Pension Contribution Benefit

When an eligible employee is permanently and totally disabled under the Social Security Administration's definition of disability, The Standard will provide a monthly benefit of 1 percent of the covered predisability earnings to fund the employer contribution portion of the VRS.*

*This provision is subject to filing with and approval by the Virginia Bureau of Insurance.

A Full Suite Of Employee Benefits Products

Public employers can count on The Standard to put over a half-century of public group experience to work for them. In addition to ATP STD and comprehensive LTD insurance, we offer a full suite of products for a well-rounded employee benefits package.

Group Life Insurance

Group Life insurance helps protect your employees and their families from financial hardship in the event of death. It can be combined with Accidental Death and Dismemberment (AD&D) and/or Dependents Life insurance for additional financial security.

Group Dental Insurance

Choose from a variety of group dental plan designs, including flexible indemnity, incentive, Participating Provider Organization (PPO) and Voluntary plans.

Group Vision Insurance

Our three vision plans make it easy to find the right balance of costs versus benefits. Available on both an employer-paid and voluntary basis, our Vision plans contain a variety of provisions that help employers save money on vision care services.

Workplace PossibilitiesSM Program

Our Workplace Possibilities program offers a unique, proactive approach to keeping employees at work and helping those who go out on disability to return to work sooner. Included with Group LTD insurance, the program helps employers realize rapid and measurable reductions in disability-related costs. For more information about the program, visit www.workplacepossibilities.com.

These policies have exclusions, limitations, reductions of benefits and terms under which the policies may be continued in force or terminated. Please contact The Standard for additional information, including costs and complete details of coverage.



Founded in Portland, Oregon in 1906, The Standard is a nationally recognized provider of group Disability, Life, Dental and Vision insurance and Individual Disability insurance. We provide insurance to more than 25,000 groups, covering over 8 million employees nationwide.* Our first group policy, written in 1951 and still in force today, stands as a testament to our commitment to building long-term relationships.

We always strive to do what's right – for our policyholders and their employees. This dedication has resulted in a national reputation for quality products, superior service and industry expertise.

To learn more about group insurance from The Standard, contact your insurance advisor or the Richmond, Virginia, Employee Benefits Sales and Service Office at 888.309.7772 or visit us at www.standard.com.

*As of March 31, 2013, based on internal data developed by Standard Insurance Company.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

GP190-LTD/S399, GPTC1002-LTD, GCTC1002-LTD
GP399-STD, GPTC1002-STD, GCTC1002-STD,
GP190-LIFE/S399, GP399-LIFE/TRUST,
GPTC1002-LIFE, GCTC1002-LIFE, 9000 Ed. 03-08,
9000 Ed. 01-05, 9000 Rev. 03-05

Employee Benefit Plans for Public Employers
SI 16809 (7/13) PR/ER

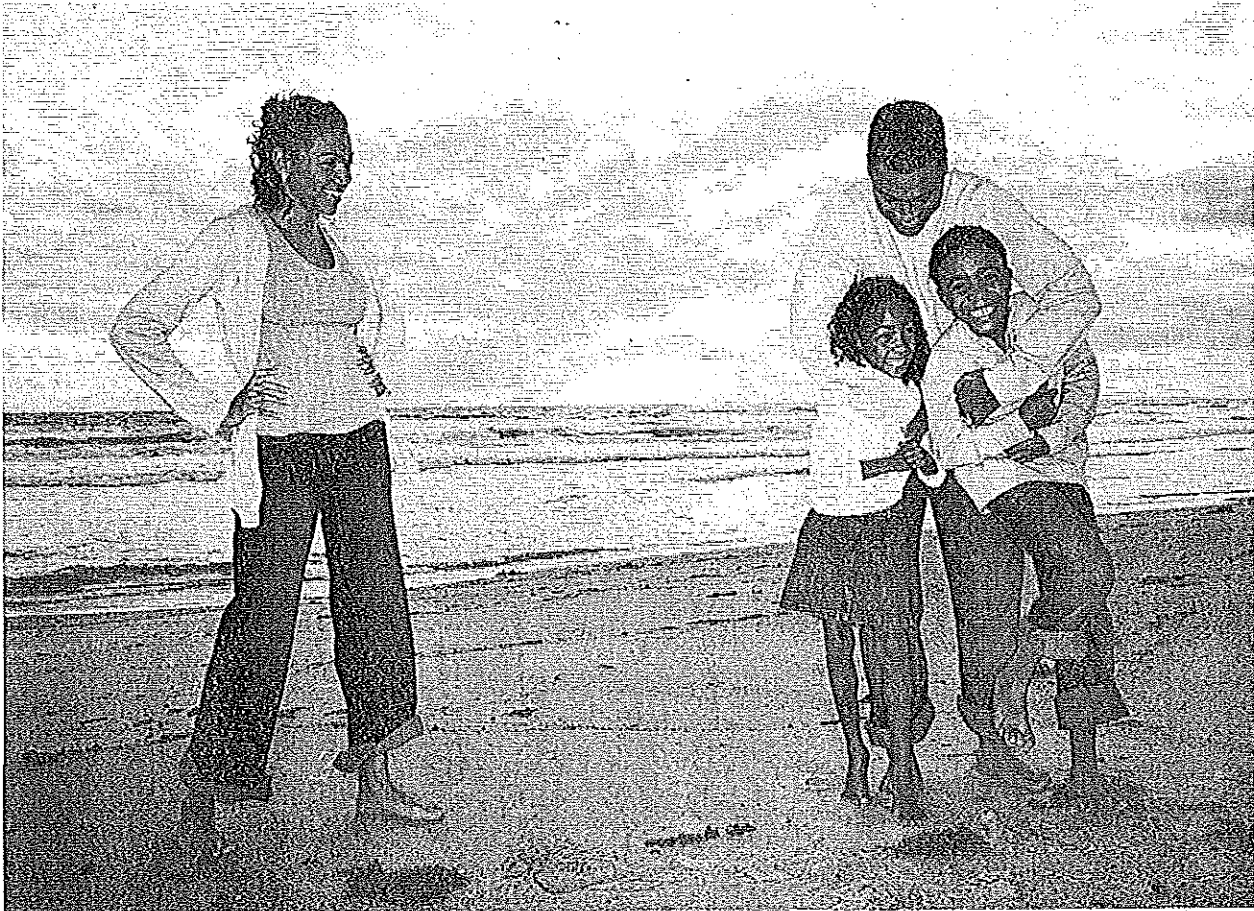
Employee Benefits

Presented by:
The Standard

Proposal And Cost Summary

Prepared for:
**Virginia Association of Counties
Risk Pool**
July 2013

Participating Entity:
Clarke County



Virginia Standard Opt Out Plan:

- Group STD Advice to Pay
- Group Long Term Disability Insurance

Standard Insurance Company



How The Standard's Focused Expertise Can Benefit Your Business

At Standard Insurance Company, group Life and Disability insurance aren't add-ons. They're our primary business. For you, our focused expertise means people who understand your needs and employee benefits that work harder to support your goals.

From fast, responsive claims handling to flexible plan designs that help you control costs, we're here to partner with you for the long term. Our proactive approach and solutions can help reduce the workload for your HR team and help you maintain a more efficient and productive workplace.

Key Reasons To Choose The Standard

<p>Partnership Focus</p>	<p>With The Standard's 40-plus fully-staffed sales and service offices across the country, you can count on a smooth, hassle-free transition, local account resources and personal, responsive service. We're here to minimize your administrative burden and simplify claim management. With access that works the way you work – online, phone or in person – we're easy to reach and quick to follow through.</p>
<p>Long-Term Perspective</p>	<p>We've tailored this proposal to address your needs, today and for the long-term. Need more options? Just ask. We offer millions of possible plan design combinations. We also emphasize giving you the "right rate" from the beginning to avoid a big increase later.</p>
<p>Proactive Approach</p>	<p>We focus on helping employers prevent disabilities, increase employee well-being and maintain a more productive workplace through innovative solutions that deliver measurable results, including:</p> <ul style="list-style-type: none"> • Industry-leading Workplace PossibilitiesSM program • Exclusive partnership with Health AdvocateTM • Employee Assistance Program included with our LTD plans • Comprehensive Absence Management services • Flexible Dental and Vision plans

We Keep Our Promises

At The Standard, doing the right thing for our customers is in our DNA. More than 100 years of history and our long track record of financial strength back up our commitment to you and your employees.

Employee Benefits Proposal and Cost Summary

Prepared for: Virginia Standard Opt Out Plan
Proposed Effective Date of January 1, 2014

Presented By: The Standard

STD Plan – Advice to Pay (ATP)**Covered Members**

You are a member if you are a regular employee of the Employer actively working at least 20 hours each week, a citizen or resident of the United States or Canada, and either 1) hired on or after January 1, 2014 and who is participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia, or 2) made an irrevocable election to participate in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia on or before April 30, 2014. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.

Plan**STD Weekly Benefit**

Months of Continuous Service	Workdays at 100% Replacement	Workdays at 80% Replacement	Workdays at 60% Replacement
Less than 12	0	0	0
13 - 59	0	0	125
60 - 119	25	25	75
120 - 179	25	50	50
180 or more	25	75	25

Accident/Sickness Benefits begin on day	8
Major/Catastrophic Conditions Benefits begin on day	1
Maximum Benefit Period	125 work days

Features

- Sick leave pay is not deductible unless STD benefits plus sick leave exceeds 100% of predisability earnings. Only the excess will be used to offset benefits.
- An Assisted Living Benefit is included for non-occupational disabilities. An additional 20% of your Predisability Earnings, not to exceed a total STD Benefit of 100%. The Assisted Living Benefit is not reduced by Deductible Income.
- Plan includes a Partial Disability provision.
- Administrative services, reports and Consolidated DisabilitySM claim management
- Communication with the Claimant, Employer and Physician
- Seamless transition to LTD of the Virginia Standard Opt Out Plan, when appropriate

Employee Benefits Proposal and Cost Summary

Prepared for: Virginia Standard Opt Out Plan
Proposed Effective Date of January 1, 2014

Presented By: The Standard

LTD Plan

Covered Members

You are a member if you are a regular employee of the Employer actively working at least 20 hours each week, a citizen or resident of the United States or Canada, and either 1) hired on or after January 1, 2014 and who is participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia, or 2) made an irrevocable election to participate in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia on or before April 30, 2014. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.

Class 1: Members with fewer than 12 months continuous participation in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia

Class 2: Members with at least 12 months continuous participation in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia

Plan

LTD Income Benefit	60%
Insured Predisability Earnings	\$41,667
Maximum Monthly Benefit	\$25,000
Minimum Monthly Benefit	\$100
Benefit Waiting Period	The period for which benefits are payable under the Employer's short term disability benefits program, including any benefit waiting period under that plan
Maximum Benefit Period	59 or younger... To age 65 SSNRA 60 through 64... 5 years 65 through 68... To age 70 69 or older..... 1 year
Own Occupation Period	24 Months
Guarantee Issue (benefit)	Full Benefit
Eligibility Waiting Period	One year of continuous employment for non work related disabilities
Employer Contribution	100%
Benefit Taxation	100% Taxable

Features

- An Assisted Living Benefit is included. This is an additional benefit that, when added to the LTD benefit, provides income replacement equal to 80% of predisability earnings. To qualify, disabled members must be unable to perform two or more activities of daily living, and/or suffer from a severe cognitive impairment expected to last 90 days or more.
- A 1% Pension Contribution Benefit is included. This monthly benefit is for your use in funding a disabled member's pension plan. The benefit is equal to 1% of the disabled member's insured predisability earnings.
- Rates are guaranteed until January 1, 2017.

Employee Benefits Proposal and Cost Summary

Prepared for: Virginia Standard Opt Out Plan
Proposed Effective Date of January 1, 2014

Presented By: The Standard

- A Rehabilitation Plan Benefit is included. This pays for approved expenses incurred by a disabled member as part of a rehabilitation plan in preparation for a return to work. Expenses may include: training and education, family care, job search and other job-related expenses.
- AdminEASE service is included. These time-saving online tools are the fastest, easiest and most secure way to administer your plan.
- To simplify administration, The Standard will pay your matching FICA and Medicare taxes and prepare W-2s for members who are receiving LTD benefits.
- The plan includes a Reasonable Accommodation Expense Benefit that is among the most generous in the industry. This benefit reimburses your expenses toward approved workplace modifications that help members return to work or remain at work.
- The plan includes E-Contract document service for efficient, convenient online contract document delivery. Printed documents are available on request. Certificates must be distributed to insured members. Note: Under ERISA, plan administrators may deliver Summary Plan Descriptions/certificates electronically, but must implement measures to ensure participants actually receive them. Please consult legal counsel to clarify your delivery or recordkeeping requirements.
- For the first 12 months after returning to work, the employee's LTD benefit will not be reduced until work earnings plus the LTD benefit exceed 100% of Predisability earnings. After the first 12 months, only 50% of work earnings are deducted.

Plan Design

- A Rehabilitation Incentive Benefit is included. The LTD benefit amount will be increased by 10% of predisability earnings as long as a disabled member is participating in an approved rehabilitation plan. The LTD benefit may still not exceed the plan maximum benefit amount.
- Partial disability is covered from the first day of disability.
- A Survivors Benefit is included. This provides a lump sum payment equal to three times the LTD benefit without reduction by deductible income.
- None of the following plans/resources will be used as deductible income: Profit sharing, thrift or savings plans, 401(k), 403(b), 408(k), 408(p), 457 plans, IRAs, TSAs, stock ownership, Keogh, or deferred compensation plans.
- Primary and dependents Social Security benefits will be used as deductible income.
- The plan includes a 24-month own occupation definition of disability where you are disabled when you are unable to perform your own occupation duties.
- Sick leave pay will not be used as deductible income unless the LTD benefit plus the sick leave pay exceed 100% of indexed predisability earnings. Only the excess above 100% will be used as deductible income.
- Deductible Income includes Social Security, SSDI, Self Employment income, Benefits received from any other state employer sponsored group insurance contract, Workers Comp, Severance and Unemployment Compensation. COLA increases are not included in deductible income.

Assumptions

- The proposed rates assume the group participates in Social Security.
- The proposed rates do not include commissions.
- The proposed rates assume you participate in a Workers' Compensation plan.
- Proposed rate includes electronic documents.
- Rates assume 100% enrollment of those hired on or after January 1, 2014.

Employee Benefits Proposal and Cost Summary

Prepared for: Virginia Standard Opt Out Plan
Proposed Effective Date of January 1, 2014

Presented By: The Standard

Cost:

Rate: Percent of Monthly Insured Earnings
0.79

Producer Compensation Disclosure

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard. Any questions regarding the compensation connected with this proposal should be directed to the producer. Please visit our website at www.standard.com/compensation/eb/ to view our normal commission scales. If this proposal is quoted with a non-standard scale or override it is noted below. An override if noted is compensation paid in addition to or in lieu of commissions. Please consult with your producer for details.

Non-standard commission scale: Rates are net of commission
Override: N/A

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is contingent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit www.standard.com/compensation/eb/. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Fees: TPA fees payable to Virginia Association of Counties Risk Pool are included

Employee Benefits Proposal and Cost Summary

Prepared for: Virginia Standard Opt Out Plan
Proposed Effective Date of January 1, 2014

Presented By: The Standard

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or Standard representative.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate existing policy language, if any. The group contract will contain provisions and defined terms not described in this Benefit and cost summary proposal. The group contract will control if there are discrepancies between it and this proposal.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured, and our current underwriting rules and practices.

This benefit and cost summary proposal expires on December 31, 2016, unless replaced or withdrawn by The Standard.

Health Reform Checklist

for fully insured employers with 100+ employees

At UnitedHealthcare, we want to help you understand health reform and let you know that you are not in this alone. We're with you every step of the way and are taking steps to ensure your UnitedHealthcare plan conforms with Affordable Care Act (ACA) mandates that apply to large group plans. This checklist provides an overview to help employers address health plan changes required by the ACA.

2013 Health Reform Provisions

- Limit employee contributions to health flexible spending accounts (FSA). Employee salary reduction contributions to health FSAs will be limited to \$2,500 per plan year, with indexed increases allowed in future years to adjust for inflation.
- Employers who file 250 or more employee W-2 Forms were required to report the cost of employees' health benefit coverage on the employees' 2012 W-2 Forms that were distributed in January 2013. (This requirement is informational only and does not mean that employees will be taxed on these dollars.)
- Provide written notice about Exchanges, also called Health Insurance Marketplaces. Applicable employers must provide written notice to current employees by Oct. 1, 2013, and new employees within 14 days of their start date to inform them of their coverage options available through the new Exchanges (also called Health Insurance Marketplaces). The U.S. Department of Labor shared a Model Notice employers may use to meet this requirement that can be found on the Department of Labor website at dol.gov/ebsa/healthreform/index.html or the United for Reform Resource Center at uhc.com/united_for_reform_resource_center/health_reform_provisions/health_benefit_exchanges.htm.
- Assess health plan offerings. Employers should begin assessing their health plan offerings to determine whether they meet the minimum value requirements that will become effective in 2014. If plans do not meet the requirements, employers will need to explore alternative plan options and/or the impact of paying assessments.

2014 Health Reform Provisions

Although the following provisions will not become effective until 2014, it is important for employers to know what is coming and what action is required to decide if any adjustments need to be made and be aware of what UnitedHealthcare will do for you.

What Employers Need to Do

- Offer Minimum Essential Coverage (MEC). The ACA mandates that employers with at least 50 or more full-time employees (those working at least 30 hours per week) and full-time equivalents offer medical coverage to full-time employees and their dependents. The penalty is calculated as follows:
 - **Employers Not Offering MEC or any Health Insurance Coverage:** If an employer does not offer MEC and one or more full-time employees receive a premium credit or cost-sharing subsidy through an Exchange, the penalty is \$2,000 per year per full-time worker for each month an employer does not offer coverage, or minimum essential coverage, to its employees. When calculating the penalty, the first 30 full-time workers are subtracted from the payment calculation.
 - **Employers Offering Unaffordable Coverage:** If an employer offers MEC and one or more full-time employees receive a premium credit or cost-sharing subsidy through an Exchange, the penalty is \$3,000 per year per employee who receives a premium credit or cost-sharing subsidy.

An employer-sponsored plan that satisfies the employer mandate requirements must:

- Be affordable to the employee, i.e., required share of the employee's premium for self-only coverage must not exceed 95 percent of his or her household income. Under the employer mandate rules, employers can use one of three safe harbor tests to determine affordability.
 - Meet the minimum value requirement, i.e., the health plan must pay at least 60 percent or more of the plan's total allowed benefit costs anticipated for a standard population.
- Assess health plan offerings to see if employer mandate requirements are met. Beginning in 2015, employers with 50 or more full-time employees and full-time equivalents may be subject to a penalty if they do not offer medical coverage to full-time employees that provides minimum essential coverage, is affordable and meets minimum value requirements. If the employer does not offer coverage, or the coverage is deemed unaffordable and does not provide minimum value, full-time employees may obtain health insurance through an Exchange and qualify for a premium credit or subsidy. The penalty would apply if an employee applied to the Exchange and was deemed eligible for a subsidy either because the employer did not offer minimum essential coverage or the coverage the employer offered did not meet minimum value or affordability requirements. Although associated penalties for failing to offer the mandated coverage have been delayed until 2015, the IRS is encouraging voluntary compliance in 2014.



What Employers Need to Know

Rest assured that upon renewal, your plan will automatically be adjusted to comply with ACA provision requirements applicable to large group plans. The following items become effective Jan. 1, 2014. (Note: No action is required of you. We are providing this for informational purposes only.)

- We will remove plan exclusions for those of any age with a pre-existing condition. This is an update to the provision from 2010 that did not allow exclusions for children under the age of 19 with a pre-existing condition. This applies to grandfathered and non-grandfathered plans.
- For fully insured customers, the cumulative financial impact of the health reform fees in 2014, based on industry analysis, shows an increase in the premium of about 3.8 percent. The nominal PCORI research fee is included in the premiums, and UnitedHealthcare will start progressively incorporating the Reinsurance Fee and the Insurer Fee beginning Feb. 1, 2013, as renewals or new business cases begin and state regulatory approvals are received. Fully insured large groups' renewals (100+) will show taxes and fees as line items on rate justifications.
 - For plan years that ended on or after Oct. 1, 2012, the ACA imposed a temporary fee, called the PCORI Fee, of \$1 per member per year on health insurance issuers and employers sponsoring self-funded group health plans. The fee began in 2012 and ends in 2019.
 - The Insurer Fee will be collected from health insurance issuers based on certain net written premiums for fully insured groups. The annual fee is permanent and expected to total \$8 billion in 2014 for all issuers, increasing each year to \$14.3 billion in 2018 and increasing by the rate of premium growth thereafter. Based on industry analysis, the impact on premium is about 2.5 percent in the first year.
 - The Transitional Reinsurance Fee will be collected from health insurance issuers for the years 2014 to 2016. The funds are distributed to issuers in the non-grandfathered individual market that disproportionately attract individuals at risk for high medical costs. The intent is to spread the financial risk across all health insurers to provide greater financial stability. Based on the government rule and industry analysis, the impact for the first year of the Transitional Reinsurance Fee is about \$5 per member per month.
- Understand that out-of-pocket maximums for all non-grandfathered plans will be capped at the same level at which health savings account (HSA) plans are capped. In 2013, these levels are \$6,350 single/\$12,700 family.
- Understand that cost-sharing toward services must accumulate to a plan's out-of-pocket maximum, including flat-dollar copayments for services that are defined as Essential Health Benefits (EHB). Large groups do not have to cover EHB services, but if they choose to do so, they should follow the benchmark plan in their situs state, and any annual dollar limit or lifetime dollar limits must be removed.
- Understand the delivery requirements for providing the Summary of Benefits and Coverage (SBC) to your employees. On or after Sept. 23, 2012, group health plans and health insurance issuers offering group or individual health insurance coverage are required to provide an SBC that accurately describes the benefits and coverage under the applicable plan or coverage. The final regulations require that the SBC be provided in several instances (upon application, by the first day of coverage if there are any changes, special enrollees, upon renewal, upon request and off-renewal changes). We will continue to ask employers to distribute SBCs to members. SBCs for group health plans and individual coverage beginning on or after Jan. 1, 2014, will include a statement on whether the plan meets minimum essential coverage and meets minimum value (60 percent of costs of benefits for a population).

Modernizing Health Care

As one of the largest participants in the health care system, at UnitedHealthcare we know firsthand the significant challenges our nation faces in improving access to quality care and managing costs for all Americans. We are actively working across the nation with states and the federal government to support broader access to health care coverage while lowering health care costs for our customers and helping to improve the delivery of care.

We're committed to moving toward a modernized care delivery system, ensuring that changes in health care are made as effectively as possible for the health of the American people.



Please refer to the United for Reform Resource Center for updates and more detailed information at uhc.com/reform.



The content provided is for informational purposes only and does not constitute medical advice. Decisions about medical care should be made by the doctor and patient. Always refer to the plan documents for specific benefit coverage and limitations or call the toll-free member phone number on the ID card.

This communication is not intended, nor should it be construed, as legal or tax advice. Please contact a competent legal or tax professional for legal advice, tax treatment and restrictions. Federal and state laws and regulations are subject to change.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or its affiliates.