

Request for Proposals for Software and Implementation Services for a Tax Billing, Utility Billing, Community Development, Asset Management, and Enterprise Resource Planning (ERP) Software Systems Environment



RFP No: 2019-01

Solicitation Due Date: November 01, 2019

Time: 4:00 p.m. (Eastern Time)

All Proposals must be received by the County of Powhatan (County) by the date and time cited above. It shall be the Respondent's sole risk to assure submission by the designated time.

VENDORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Solicitation packages can be obtained by downloading from the County website: <http://www.powhatanva.gov/149/Bid-Invitations-Proposal-Requests> or eVA website: www.eva.virginia.gov. Should you experience problems downloading the solicitation, contact Charla Schubert, Director of Finance; cschubert@powhatanva.gov.

All questions concerning the RFP **must** be submitted via email only, to the County's consulting partner, Ryan Doil with BerryDunn (rdoil@berrydunn.com), as identified within this solicitation in [Section 1.9](#). Communications with County staff may disqualify you from the evaluation process.

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Forms, Worksheets, and Other Attachments

Attachment A – Proposal Response Forms

(See MS Word document “County of Powhatan ERP RFP – Attachment A.docx”)

Attachment B – Functional and Technical Requirements/Capabilities

(See MS Excel spreadsheet “County of Powhatan ERP RFP – Attachment B.xlsx”)

Attachment C1 – Cost Worksheets

(See MS Excel spreadsheet “County of Powhatan ERP RFP – Attachment C1.xlsx”)

Attachment C2 – Cost Narrative

(See MS Word document “County of Powhatan ERP RFP – Attachment C2.docx”)

1 RFP Introduction and Background

1.1 Introduction

This Request for Proposals (RFP) is intended to solicit Proposals from Respondents capable of satisfying the County of Powhatan and the Powhatan County Public Schools (County) needs for software and professional services to implement a new software systems environment to address the County's needs related to:

- Financial management
- Human capital management
- Tax billing and revenue collections
- Utility billing
- Asset management and work orders, and
- Community Development

Respondent's responses will be evaluated and ranked based on the criteria described in this RFP. If a system is available that meets the County's needs, the County may then enter into contract discussions with the selected Respondent(s).

It is important to note that the County and Schools are separate legal entities; however, the goal will be to implement one financial management and human capital management solution to meet the needs of both entities. The County will expect Offerors to propose an implementation approach that considers this unique requirement, and explains any assumptions or experience in detail through the proposal response.

In addition to soliciting written responses, this document provides information to assist Respondents in preparing their responses, and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Respondents
- Specifies the desired format and content of Proposals in response to this RFP
- Outlines the County's evaluation and selection procedures
- Establishes a schedule for the preparation and submission of Proposals in response to this RFP
- Establishes a performance standard for the selected Respondent

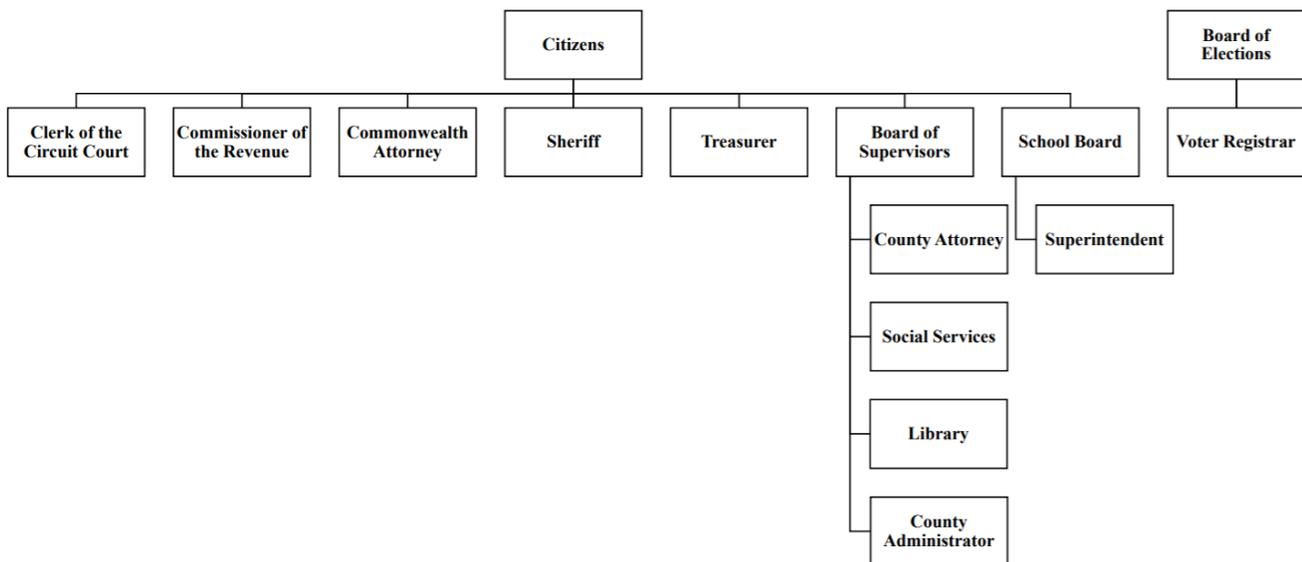
This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation. For purposes of this RFP, the term "Vendor," "Respondent," and "Proposer" are considered to have the same meaning.

1.2 About Powhatan

Located in Virginia's Central Piedmont between the Appomattox and James Rivers, Powhatan is 20 miles west of Richmond, the Commonwealth's capitol city, and is within an easy 2-hour drive from the Atlantic Ocean, Washington, D.C., Colonial Williamsburg, and the Blue Ridge Mountains. The county consists of 272 square miles (174,800 acres) and has a population of 28,046 (per the 2010 U.S.

census), a 25% increase from the 2000 population of 22,370. Powhatan ranks as one of the fastest growing localities in Virginia.

The governing body of the County is a five-member Board of Supervisors elected by district for four-year terms, set the policies for the County. The Board of Supervisors hires a County Administrator to act as Chief Administrative Officer. The County Treasurer, the Commissioner of the Revenue, the Commonwealth’s Attorney, the Clerk of the Circuit Court and the Sheriff are elected at-large by the voters. Powhatan County Public Schools (PCPS) is governed by a five member School Board who are elected by district for four-year terms. The School Board hires the Superintendent who is the Chief Administrative Officer of PCPS. As defined in the Code of the Commonwealth of Virginia, the Board of Supervisors must approve the budget and appropriate the funds of the PCPS and issue debt to finance school capital projects.



The following table contains statistics related to the County. These statistics are estimates and are provided for planning purposes only. Additional information has been provided in [Table 04: Functional Area Statistics](#).

Table 01: County Statistics

| No. | County Area | Statistic |
|-----|------------------------------|---------------------------------|
| 1 | Operating Budget | \$85,956,064 (net of transfers) |
| 2 | Population | Approx. 28,000 |
| 3 | Total Staff | County: 250 Schools: 700 |
| 4 | Number of County Departments | Approx. 35 |
| 5 | Fiscal Year | July 1 – June 30 |

1.3 Project Objectives

The County is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, the County seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Challenges in Current Environment and Opportunities for Improvement/Objectives:
 - The reporting capabilities of the existing system are limited. The current system lacks key reporting capabilities, making it difficult to monitor metrics and forcing staff to track metrics outside the system.
 - The current systems do not adequately support all of the County's functional needs. Staff are using manual paper and MS Excel processes to manage many of their departments.
 - Duplicate data entry is required for multiple core business functions. A lack of integration between modules within BAI and between BAI and external systems creates the need to duplicate entry of information. Currently, many departments monitor their budgets using MS Excel, duplicating the entry of purchasing details to maintain a current view into their available budget.
 - The budget preparation process is managed external to BAI. The process for developing department budgets and creating a budget for County and Board of Supervisors approval is performed through use of MS Excel, MS Word, and email. The budget is not loaded into BAI until after the final budget has been approved and after the year-end process is completed.
 - HR processes are primarily manual and paper-based. HR functions in the systems are limited, which requires most processes to be manual and paper-based. This also requires additional paper documentation to be maintained outside of the system.
 - The County is not tracking purchase order encumbrances in BAI. Some departments use purchase orders, but primarily for tracking purposes. A Countywide purchasing process is not used in BAI, which results in a lack of comprehensive encumbrance and budget tracking.

In order to address these challenges and others, the County has initiated a project to adequately plan for, select, and implement a replacement or upgraded Software Systems environment. [Section 2.0 – Project Scope](#), outlines the features and functionality desired in a future system(s), as well as the professional services necessary to implement that system(s).

The primary objective is to procure, implement, and maintain a system or systems that mitigate the challenges listed above, allow for streamlined collection and processing of information, and to facilitate standardization and timely access to information by maximizing the use of the new software system(s) capabilities.

1.4 Definitions

In order to simplify the language throughout this RFP, the following definitions shall apply:

ADDENDA – Written instruments issued by the County prior to the date for receipt of Proposals that modify or interpret the RFP documents by addition, deletions, clarification, or corrections.

CONTRACT DOCUMENTS – The RFP, submitted Proposals, including any diagrams, Addenda, and a form of agreement between the County and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.

CONTRACTOR – The Contractor(s)/consultant(s) that may be awarded a contract to provide software system(s) and professional services to implement the ERP System for the County.

COUNTY – The County of Powhatan, a Virginia municipal corporation and political subdivision of the Commonwealth of Virginia.

COUNTY EVALUATION COMMITTEE – The team of County staff that will participate in the review, evaluation, and scoring of proposals and subsequent evaluation processes, including demonstrations and reference checks.

COUNTY IMPLEMENTATION TEAM – The team of County staff that will participate in the implementation of the selected system.

COUNTY PROJECT MANAGER – The person designated by the County to be the County Project Manager assigned to act on behalf of the County during the term of the resulting Contract.

DAYS – Means calendar days unless otherwise specified.

ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) – Means the financial management, asset management, utility billing, community development, work orders, tax billing and collection, and human resource information software system that is described in this RFP and in the Attachments hereto.

PROJECT – The project to configure and implement the ERP System for the County as described in this RFP and in the Attachments hereto.

PROJECT SCOPE – Scope of services to be provided by the Contractor(s).

PROPOSAL – A complete and properly signed Proposal to provide goods, commodities, labor, or services for the sum stated and submitted in accordance with the RFP.

PROPOSER – See “RESPONDENT.”

RESOURCE PLAN – Resources needed to perform Project activities.

RESPONDENT or PROPOSER or VENDOR – The person, Contractor, corporation, partnership, or other entity submitting a Proposal on items listed in the RFP documents, and thereby agreeing to meet the specified Contract terms and conditions if awarded the contract.

SERVICES or WORK – All services to be performed by the Contractor to successfully complete the Project to the satisfaction of the County.

SUBCONTRACTOR or SUBCONSULTANT – Any individual, corporation, company, or other entity that contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with the County.

VENDOR – See “RESPONDENT.”

1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the County will follow, which is subject to change at the County’s discretion. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be

anticipated that the remaining components may also be adjusted by a similar number of days via RFP Addendum prior to the submittal deadline.

Table 02: RFP Schedule of Events

| Event | Estimated Date |
|-------------------------------------|-----------------------------|
| RFP Published | October 2, 2019 |
| Pre-Proposal Vendor Teleconference | October 9, 2019 at 1pm EST |
| Deadline for Questions From Vendors | October 16, 2019 at 4pm EST |
| Deadline for Proposal Submissions | November 1, 2019 at 4pm EST |
| Shortlist Vendors notified | Week of November 18, 2019 |
| Vendor Demonstrations | Week of January 6, 2019 |

1.6 Prequalification of Vendors and Pre-RFP Demonstrations

The County has not employed a prequalification process. No Vendors are either prequalified or precluded from responding to this RFP.

1.7 Minimum Qualifications

In order for Proposals to be evaluated and considered for award, Proposals must be deemed responsive to this RFP as determined in the discretion of the County Evaluation Committee. To be deemed responsive, the submitted Proposal documents shall conform in all material respects to the requirements stated in the RFP, and Proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered in connection with a Proposer's capability to fully perform all requirements of the RFP include, and may not be limited to: experience, integrity, reliability, capacity, and other factors required to provide the Services defined by the RFP.

1.8 Questions and Inquiries

It shall be the responsibility of the Respondents to inquire about any portion of the RFP that is not fully understood or that is susceptible to more than one interpretation [prior to the question period closing](#).

- All questions concerning the RFP must be submitted **via email only**, to the County's consulting partner, Ryan Doil (rdoil@berrydunn.com), and shall reference the page number, section heading, and paragraph, if applicable.
- Questions and answers will be issued in accordance with [Section 1.10 – Amendments and Addenda](#).
- The County reserves the right to respond directly to vendors on minor questions and clarifications without posting the question and answers in an addendum.
- Only questions and answers publicly published through Addenda shall be binding.

Respondents shall not contact other County staff with any questions or inquiries. Unauthorized contact with any personnel of the County may be cause for rejection of the Respondent's response. The decision to reject a Proposal is solely that of the County.

1.9 Non-Mandatory Pre-Proposal Vendor Teleconference

A non-mandatory Pre-Proposal Vendor Teleconference will be held on October 9, 2019 at 1pm Eastern Time.

Vendors that are interested in participating in the Pre-Proposal Vendor Teleconference shall contact the RFP Point of Contact (Ryan Doil – rdoil@berrydunn.com) in writing to request the teleconference information.

The format of the Pre-Proposal Vendor Teleconference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, Vendors will be able to ask questions related to the RFP or the overall process. The County will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Teleconference, the County will post online the material questions asked and their respective answers in an addendum.

1.10 Amendments and Addenda

All clarifications, corrections or revisions to this RFP will be documented in an addendum, which will be publicly published to the www.eva.virginia.gov and County <http://www.powhatanva.gov/149/Bid-Invitations-Proposal-Requests> websites. Only questions and answers in an addendum shall be considered as part of the RFP. The County reserves the right to revise the RFP prior to [the deadline for Proposal submissions](#). Revisions shall be documented in an addendum and publicly published.

The County will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period.

1.11 Non-Warranty of RFP Information

Due care and diligence has been exercised in the preparation of this RFP and all information herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein shall rest solely on those parties making Proposals. The County, its representatives, and its agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for the failure on the part of any Respondents or their representatives to verify the information herein and to determine the full extent of that exposure.

2 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired future systems environment.

Table 03: Functional Areas

| No. | Functional Area | No. | Functional Area |
|-----|---|-----|-------------------------------------|
| 1 | General Ledger and Financial Reporting | 12 | Tax Billing |
| 2 | Budgeting | 13 | Personal Property Assessment |
| 3 | Purchasing, Bids, and Contract Management | 14 | Business Personal Property |
| 4 | Accounts Payable | 15 | Miscellaneous Tax |
| 5 | Accounts Receivable and Cash Receipts | 16 | Real Estate |
| 6 | Project Accounting and Grant Management | 17 | Income Tax |
| 7 | Fixed Assets and Inventory | 18 | Licensing |
| 8 | Human Resources, Personnel & Benefit Administration | 19 | Plan Development and Engineering |
| | | 20 | Permitting |
| 9 | Time and Attendance | 21 | Code Enforcement |
| 10 | Payroll | 22 | Inspections |
| 11 | Utility Billing | 23 | Work Orders and Facility Management |

The List of Functional and Technical Requirements/Capabilities contained in **Attachment B – Functional and Technical Requirements/Capabilities** contains the detailed functionality the County requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope.

The following table contains functional statistics of the County. These statistics are estimates and are provided for planning purposes only.

Table 04: Functional Area Statistics

| No. | Functional Area/Metric | County Statistic | School Statistic |
|-----|---|---------------------------------|------------------|
| 1 | General Ledger and Financial Reporting | | |
| | Number of Funds | 10 | - |
| | Number of Accounts | Approx.. 3,700 | - |
| | Chart of Accounts Structure <i>*It is anticipated that the chart of accounts will be reviewed and contemplated with the selected vendor to determine if the existing chart of accounts aligns with the system.</i> | Fund –Dept - Object | - |
| 2 | Budgeting | | |
| | Operating Budget | \$85,956,064 (net of transfers) | - |
| | Capital Budget | \$921,000 | - |
| | Number of Budget Transfers processed (FY 2018) | 29 | - |

| No. | Functional Area/Metric | County Statistic | School Statistic |
|-----------|--|--|------------------|
| 3 | Purchasing, Bid, and Contract Management | | |
| | Number of Purchase Orders per Year | Approx. 60 | - |
| | Number of bids, RFPs, RFIs, RFQs issued annually | Avg. 5/yr | - |
| | Number of purchase cards in use | 0 | 0 |
| | Number of active contracts | 5 | - |
| 4 | Accounts Payable | | |
| | Number of Vendors | Active – 7,400 | Active – 2,926 |
| | Number of Invoices per Year | 13,324 | 8,000 |
| | Number of 1099's issued per Year | Approx. 50 | 68 |
| | Number of Payments per Year (via check) | 4,980 | 3,400 |
| 5 | Accounts Receivable and Cash Receipts | | |
| | Number of Invoices/Statements per Year | 72,900 | 400 |
| | Number of Cash Collection Points (including all tender types) | 11 | 1 |
| | Number of Cash Receipts per Year | 86,250 | 720 |
| 6 | Project Accounting and Grant Management | | |
| | Number of Active Grants | Approx. 30 | - |
| | Number of Active Projects | Approx. 60 | - |
| 7 | Fixed Asset and Inventory Management | | |
| | Approximate Value of Fixed Assets | \$167M | - |
| 8 | Human Resources, Personnel & Benefit Administration | | |
| | Number of Full-Time Employees | 180 | 620 |
| | Number of Part-Time Employees | 70 | 145 |
| | Total Number of Employees | 250 | 765 |
| | Number of Applicants per Job Advertisement | 10.5 | 9 |
| | Number of Bargaining Units/Unions | None | None |
| | Number of Benefit Plans | 13 | 11 |
| 9 | Time and Attendance | | |
| | Number of employees using time clocks (current) | None | 20 |
| | Number of time clocks currently used | None | 1 – Via Computer |
| | Departments using time clocks (current) | None | School Personnel |
| | Departments to use scheduling functionality | Fire/Rescue Department Sheriff's Office Possibly Communications | None |
| 10 | Payroll | | |
| | Number of W2's per Year | 298 | 922 |
| | Pay Frequency | All County and Schools employees are paid on a 12-month cycle once a month, on the last day of each month. | |

| No. | Functional Area/Metric | County Statistic | School Statistic |
|-----|---|---|------------------|
| | Number of Employees Paid per Cycle (average) | 260 | - |
| 11 | Utility Billing | | |
| | Number of Customer Accounts | Active - 223 Inactive - 73 | N/A |
| | Number of Meter Reading Cycles | Meters are currently read manually every two months | N/A |
| | Number of Billing Cycles | 6 per year (every other month) | N/A |
| | Number of Routes | 1 | N/A |
| | Number of Meters in Service | 256 | N/A |
| 12 | Tax Billing | | |
| | Tax Relief Applications Received (FY 2018) | 549 | N/A |
| | Number of Income Taxes Filed (FY 2018) | 1,301 | N/A |
| | Total Value of County Real Estate | \$3,438,294,650 | N/A |
| 13 | Personal Property | | |
| | Number of Personal Property Tax Bills per Year | 58,900 | N/A |
| 14 | Miscellaneous Tax | | |
| | Number of Miscellaneous Tax Bills per year | 30,275 Real Estate Bills | N/A |
| 15 | Permitting | | |
| | Number of Permits Submitted (FY2018) | 922 | N/A |
| | Number of Plans Reviewed (FY 2018) | 581 | N/A |
| 16 | Code Enforcement | | |
| | Number of Code Compliance Complaints Investigated (FY 2018) | 59 | N/A |
| 17 | Work Orders and Facility Management | | |
| | Number of work orders completed (FY 2018) | 3,813 | 1,412 |
| | Number of buildings/facilities maintained | 14 | 7 |

2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

Alternate Proposals:

- Respondents may submit alternate Proposals for evaluation. For example, if a Proposer offers one or more “branded” products that may meet the needs of the County they are encouraged to separately propose each software package for consideration.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section 4 is required in order for the County to accurately evaluate each Proposal independent of the other.

Partnerships:

Respondents are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Respondents engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. In the event a proposal that presents a partnership is selected, it is expected that a single contract be executed between the County and the Prime Vendor, and the Prime Vendor be responsible for any contractual relationship with the proposed partner(s).
- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

Proposers of Subsets of Functionality:

As part of this process the County will be allowing Respondents to submit point solutions (best of breed), and encourages Respondents to participate in this process in order to consider and evaluate a range of marketplace offerings.

- The County recognizes that the scope of functionality in this RFP may be met through a combination of systems that specialize on a modular or functional area basis. The County is willing to consider best-of-breed solutions (“point” solutions), subject to certain conditions as outlined in this section.
- The County has a preference on software solutions that provide for the highest level of fit, and facilitate the exchange of information between any disparate systems.
- Proposers are also encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules. Proposers may propose solutions that address a subset of functionality, provided the software is able to address, at a minimum, one of the following areas i-iii:
 - i. Enterprise Resource Planning Systems (Tabs 2-12, and 24 of Attachment B)
 - ii. Tax and Revenue Systems (Tabs 13-18 of Attachment B)
 - iii. Community Development Systems (Tabs 19-23 of Attachment B)

This does not preclude vendors from partnering, or addressing more than one of the above (i.-iii.) areas but is rather intended to identify the minimum scope that must be presented in each proposal.

Tab 6 (Accounts Receivable and Cash Receipts) may contain functionality that pertains to each area (i-iii above), and vendors proposing to a subset of functionality shall complete that tab as applicable to the proposed solution.

Vendors responding on a subset of functionality must also respond to Tab 1 (General and Technical) and Tabs 25-26 (Interfaces and Data Conversion) of Attachment B.

- The County will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP, and reserves the right to enter into negotiations for one or more proposers in order to achieve a “best-of-breed” solution.
- The County reserves the right to make one or more awards to competing Offerors for subsets of functionality as a result of this RFP. In the event the County should make awards to one or more competing Offerors, it shall be expected that additional discussion will take place between the County and the Offerors to define requirements and an approach to building an integration or interface between the selected systems. In such instance, the County expects that the Offerors will work together as necessary to develop the necessary integration once one has been identified.

2.3 County and Project Staffing

The County intends to have functional and technical resources available during Project implementation, though it is noted that the County does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. Additional resource planning will be performed based upon the selected Respondent(s).

The County currently has 3.0 Full-Time Equivalents (FTE) in the Department of Information Technology, 2.0 FTE in Human Resources, 4.0 FTE in the Finance Department, 5.1 FTE in the Building Department, 6.0 FTE in the Planning & Zoning Department, 19 FTE in the Public Works Department, 7.7 FTE in the Treasurer’s Office, 7.5 FTE in the Commissioner of Revenue’s Office, and 6 FTE in Utilities. This information is shared on an informational basis only, and does not commit or warrant that the County can designate any certain levels of resources to the implementation process, but is rather provided for context in developing proposals.

Respondents shall clearly indicate in the proposal responses the estimated level of County resource involvement in the implementation process, in order to allow the County to perform adequate planning. The County will utilize the response to Respondents’ Resource Hour Estimates in Tab 3 – Project Approach and Implementation Methodology, of Proposals as an input into the staffing plan the County develops, and requests that Respondents clearly articulate estimated staffing considerations in their responses.

The selected vendor(s) will be required to include onsite activities (at County and/or School offices) as part of the system implementation activities, though the County is open to remote meetings for certain activities subject to prior review and approval.

2.4 Deployment Model

The County is open to considering various deployment models, and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The County wishes to evaluate the greatest range of marketplace offerings feasible through this process.

The County recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer’s approach to managing upgrades, and technical staffing needs. It is well understood among the County team that a

“higher” cost from a SaaS vendor may be equalized by considering these other cost areas when comparing to an on premise deployment.

The County Schools currently leverage a SaaS Solution for financial management, while the County and Schools also leverage on premise solutions in other areas.

The County will consider, in no particular order, the following deployment models:

- a. On Premise (locally hosted at the County, perpetual licenses)
- b. Software as a Service (SaaS or subscription-based models)
- c. Proposer hosted (hosted and managed by the Proposer, perpetual licenses)

Cost sheets have been provided under **Attachment C1 – Cost Worksheets** for pricing each of the deployment models.

This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e. recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposer’s shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g. through a partnership or offered by the same company) the Proposer shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C1) the deployment model for each proposed software product.

The County does not have a preference as to a specific hosting location, but does have a preference toward the hosting being within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 9 to proposal responses (please see Attachment A for further instruction).

2.5 Number of Users

The anticipated number of future users of a new system or systems will be provided via addenda by the County, following RFP publication.

2.6 Potential Phasing and Target Live Dates

The County requests that offerors provide potential phase start and target go-live dates in proposal responses per **Attachment A – Proposal Response Forms**, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. The County recognizes that the start and go-live dates, as well as the phasing structure for the implementation may vary based on the selection of the configuration of solutions selected (e.g. one software solution versus multiple awards or partnerships).

2.7 Current County Applications Environment

The County of Powhatan’s current primary financial management system, BAI, runs on the IBM iSeries AS/400. Software and support is provided by BAI and the County leases the iSeries. There are currently no County customizations that were added to the current version of BAI. The current scope of functionality supported by the current system include those detailed in the table below.

Table 06: Current County ERP System Modules

| No. | Functional Areas | No. | Functional Areas |
|-----|-----------------------|-----|-------------------|
| 1 | Accounts Payable | 5 | Human Resources |
| 2 | Building Inspection | 6 | Mass Appraisal |
| 3 | Commission of Revenue | 7 | Treasurer |
| 4 | General Ledger | 8 | Utilities Billing |

The Schools' primary financial management system, RDA, runs on a Linux platform and is hosted by RDA. RDA provides the software and support for the system. There are no Schools' requested module customizations added to the current version of RDA, though RDA has designed custom reports. The current RDA system is used to provide the following modules:

Table 07: Current School ERP System Modules

| No. | Functional Areas | No. | Functional Areas |
|-----|----------------------|-----|-----------------------|
| 1 | Bank Reconciliation | 7 | Payroll |
| 2 | Budget Prep | 8 | Personnel |
| 3 | Financial Management | 9 | Position Tracking |
| 4 | Fixed Assets | 10 | Purchase Orders |
| 5 | FAST | 11 | Substitute Management |
| 6 | Leave Management | 12 | Vendor Payments |

Additional core systems in use by the County and Schools include:

Table 08: Additional Software Applications

| No. | Application | Use/Summary |
|-----|-----------------|--|
| 1 | CAMRA | Computer Assisted Mass Appraisal |
| 2 | CivicPlus | Facility scheduling |
| 3 | Esri | GIS |
| 4 | EverNote | Note taking and task organization |
| 5 | FacilityDude | Work order and facility management |
| 6 | Justice Matters | Court case management |
| 7 | NeoGov | Applicant tracking |
| 8 | OpenGov | Budgeting tool, Performance Measures Reporting, Stories and Open Town Hall |
| 9 | QuickBooks | Accounting - Schools |
| 10 | SchoolDude | Work order and facility management - Schools |
| 11 | ShelterPro | Animal shelter management software |
| 12 | TeamWork | Project/task management |
| 13 | Transfinder | Transportation and routing - Schools |

2.8 Planned and In-Progress County Initiatives/Projects

The County currently has several in-progress or planned technology projects that may potentially impact system and technical standards, or resource availability during the implementation of a new ERP system.

1. **Schools – Chrome Book Refresh:** The Schools are currently refreshing all Chrome Books for the middle school.
2. **County – Fiber:** The County is currently upgrading to fiber for all school locations.
3. **County – Microsoft Exchange:** The County is currently considering upgrading Microsoft Exchange to Exchange online of Microsoft 365.
4. **County – Broadband:** The County is currently considering expanding broadband, which would involve County IT resources.

2.9 Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Respondents as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide the County with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - Objectives
 - Deliverables and Milestones
 - Project Schedule
 - Resource Management Processes
 - Scope Management Processes
 - Schedule Management Processes
 - Risk Management Processes
 - Quality Management Approach
 - Communication Management Approach
 - Organizational Change Management Approach
 - Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional documentation about each Plan may be found in Section VIII of Tab 3, in **Attachment A – Proposal Response Forms** of this RFP.

2.10 Budget

The County is committed to fully funding the one-time and recurring annual costs for the acquisition of the software (whether a licensed model or a subscription model is selected as a result of this process).

Budget planning for this initiative is ongoing, and a specific amount for the software and implementation services portion has not yet been determined. A final budget will be programmed based on the results of this RFP and final contract negotiations.

The County is sensitive to the total costs, and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.

3 Proposal Evaluation and Award

3.1 Evaluation Process

The following subsection outlines the intended proposal evaluation process the County has identified. The County reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Respondent, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if the County deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Respondent; and/or (ix) award the contract without written or oral discussions with any Respondents. The County may exercise the foregoing rights at any time without notice and without liability to any Respondent, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

The County reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a Project of lesser or greater expense than described in this RFP or the respondent's reply, based on the component prices submitted. The County reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the County.

- a. **Vendor Shortlist:** The County Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of the County. The evaluation criteria described in [Section 3.3](#) will be the basis for evaluation. The Evaluation Committee will determine the Respondents best suited to meet the needs of the County based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.
- b. **Vendor Demonstrations:** The County, at its sole discretion, reserves the right to have system demonstrations with those Respondents on the Vendor Shortlist, or any other Respondent. Demonstrations will be conducted at County offices. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations.

A Pre-Demonstration Vendor Teleconference will take place for those Vendors that have been shortlisted, and Respondents will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Respondents. The proposed version of the software must be shown, and must not include any software that is under development or in beta testing. Evaluation Committee members will view the demonstrations, and additional County staff may also be in attendance to observe and provide informal feedback. The County may elect, at its sole option, not to conduct discussions or demonstrations with respondents.

- c. **Reference Checks:** The County may employ a process of contacting references provided through Respondents' proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. The County reserves the right to conduct reference checks at any point in the evaluation process.

- d. **Best and Final Offer and Request for Clarification:** A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the County. Such process may be initiated following the identification of the Vendor Shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the County’s best interest.

3.2 Clarification and Discussion of Proposals

The County may request clarifications and conduct discussions with any Respondent that submits a Proposal, including requesting additional information. The County reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the County Evaluation Committee, which will best serve the County business and operational requirements, considering the evaluation criteria set forth below. Respondents shall be available for a system demonstration to County staff on dates specified in [Table 02](#) or as otherwise requested by the County if selected for system demonstrations. Failure of a Respondent to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. Clarifications may not result in a material or substantive change to the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The County reserves the right to waive irregularities in the Proposal content or to request supplemental information from Respondents.

3.3 Evaluation Criteria

As described in the preceding Evaluation process sub-section, the County intends to follow a cumulative approach to scoring based on key evaluation activities (e.g. scoring is conducted in a progressive manner, following various steps in the process). The County hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Vendor proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the County:

3.3.1 Short-List Identification: The County intends to utilize the criteria presented in Table 09 following the Evaluation Team’s review of Proposals. Each Proposal will be eligible to be awarded up to 100 points at this stage.

Table 09: Short-List Identification Criteria

| Criteria | Description | Max Points |
|---------------|---|------------|
| Functionality | This criterion considers but is not limited to the following: <ul style="list-style-type: none"> • The vendor’s written responses to the Functional and Technical Requirements for proposed functional areas. • The ability for the proposed software to integrate with the County’s systems environment. | 35 |
| Technical | This criterion considers but is not limited to the following: <ul style="list-style-type: none"> • Alignment of the proposed software to the County’s preferred technical specifications. • The vendor’s written response to each Potential Interface. • The ability of the vendor to support the Project Objectives, and County Leadership Goals and Objectives, in terms of technical criteria. • The level of integration among proposed functional areas. | 15 |

| Criteria | Description | Max Points |
|---------------------------|--|------------|
| Approach | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The described approach to implement an enterprise system to achieve the County's goals and objectives. The alignment of the proposed implementation timeline to the County's desired timeline. The distribution of implementation tasks among County and vendor teams. The proposed resources hours among County and vendor teams. The vendor's approach to key implementation tasks including but not limited to data conversion, testing, and training. The vendor's planned ongoing support and maintenance services. | 25 |
| Vendor Experience | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The vendor's experience delivering the services requested in the RFP. The vendor's experience with similar implementations for comparable organizations. The vendor's experience deploying comparable interfaces to the County's related applications. | 15 |
| Proposed Staff Experience | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The experience of named staff delivering the services requested in the RFP. The experience of named staff with similar implementations for comparable organizations. The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. | 10 |

3.3.2 Finalists Identification: The County intends to utilize the criteria presented in Table 10 following the demonstrations by Short-List vendors. Each Proposal will be eligible to be awarded up to 30 points at this stage.

Table 10: Finalist Identification Criteria

| Criteria | Description | Max Points |
|----------------------------|--|------------|
| Functionality Demonstrated | <p>This criterion considers new information learned through vendor demonstrations including but not limited to:</p> <ul style="list-style-type: none"> The demonstrated user interface. The alignment of demonstrated functionality with preferred business processes. | 15 |
| Technical Capabilities | <p>This criterion considers new information learned through the Technical Discussion as part of vendor demonstrations as well as other sessions.</p> | 5 |
| Approach Discussion | <p>This criterion considers new information learned through the Implementation Approach Discussion as part of vendor demonstrations as well as other sessions.</p> | 5 |

| Criteria | Description | Max Points |
|-----------------------|--|------------|
| Experience Discussion | This criterion considers new information learned through the Company Overview Discussion as part of vendor demonstrations as well as other sessions. | 5 |

3.3.3 Preferred Vendor Identification: The County intends to utilize the criteria presented in Table 11 following the completion of reference checks and any site visit. Each Proposal will be eligible to be awarded up to 30 points at this stage.

Table 11: Preferred Vendor Identification Criteria

| Criteria | Description | Max Points |
|-----------------------|---|------------|
| Comparable References | This criterion considers the relevance of references related to organization size, comparable scope, similar software version, and deployment model. | 10 |
| Reference Feedback | This criterion considers the feedback received from references related to the vendor's performance in the implementation including meeting project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing vendor performance with support and maintenance. | 20 |

3.3.4 Cost Point Allocation: The County will evaluate cost proposals based upon this criteria. Cost points will be applied at the timing determined by the Evaluation Team. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO). Each Proposal will be eligible to be awarded up to 40 points for cost.

Table 12: Cost Point Criteria

| Criteria | Description | Max Points |
|----------|--|------------|
| Cost | <p>This criterion considers, as applicable, the price of the software license/subscription schedule, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Respondents will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers.</p> <p>In evaluating cost, the County will evaluate on a fully loaded ten year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase/subscription and implementation costs; ongoing support and service costs; hardware costs; hosting and associated hardware support costs. The County reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Respondent's resource estimates as a basis for their calculations.</p> <p>Vendors of point solutions will be compared against other proposals for the respective functional area group.</p> | 40 |

3.4 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the County. This RFP does not constitute an offer or a contract with any Respondent or other party. The County reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of the County or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors will be rejected. The County may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. The County further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the County reserves the right to make one or more awards to competing Respondents for subsets of functionality as a result of this RFP. The County also reserves the right to refrain from making an award if it determines it to be in its best interest. The County reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals.

3.5 Negotiations and Contract Execution

The County reserves the right to negotiate the final terms and conditions of any one or more contracts to be executed, including but not limited to the fees. In the event the County and a Respondent are unable to agree upon all contract provisions, the County reserves the right to cease negotiations, and to move on to select another Respondent, or to reject all Proposals.

3.6 Ethics

It is a breach of ethical standards for any person to offer, give, or agree to give any County employee or Council person - or by County Policy, for any County employee or Council person to solicit, demand, accept, or agree to accept from another person, entity, or agency - a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public. The Respondents shall not assign any interest in any contract entered into with the County, and shall not transfer any interest in any contract with the County, without the prior written consent of the County, which consent may be withheld in the County's sole discretion. Respondents shall not accept any private client or project that may place it in ethical conflict during its representation of the County.

3.7 Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of Proposals. In the event award is not made within 180 days, the County will send a written request to all Bidders deemed susceptible for award, asking Respondents to hold their price firm for a longer specified period of time.

4 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by Respondents submitting Proposals. Offers that do not comply with all instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is established in [Section 1.5](#). It will be the sole responsibility of the Respondent to submit its Proposal to the County before the closing deadline. Late Proposals will not be allowed.
2. **Hard Copy Proposals:** Respondents shall submit one (1) version of the Technical Proposal and one (1) version of the Price Proposal in separate three-ring binders with tab separators or otherwise under separate cover, clearly marked "Original." Technical Proposals shall not include extraneous marketing materials.
3. **Fax and Email Proposals:** Fax or email responses will not be accepted.
4. **Electronic Media Files Proposals:** Respondents shall submit, along with the hard copy proposals, one (1) electronic version of the Technical Proposal and one (1) electronic version of the Price Proposal on separate removable devices (e.g., thumb drive, CD). The following table provides the required file formats and naming conventions for the electronic media files.

Table 13: Proposal Naming and File Formats

| Proposal Section | Recommended File Naming Convention | Required File Format |
|---|---|----------------------|
| Technical Proposal (Inclusive of Attachments A & B, and any Appendices) | "(Proposer Name)" Technical Proposal | Searchable Adobe PDF |
| Attachment A (Tabs 1 – 5, 7 – 16) | "(Proposer Name) Proposal Response to Attachment A" | Searchable Adobe PDF |
| Attachment B (Tab 6) | "(Proposer Name) Proposal Response to Attachment B" | Microsoft Excel |
| Attachment C1 (Price Proposal under Separate Cover) | "(Proposer Name) Proposal Response to Attachment C1" | Microsoft Excel |
| Attachment C2 (Price Proposal under Separate Cover) | "(Proposer Name) Proposal Response to Attachment C2" | Searchable Adobe PDF |
| Any additional documentation provided shall be provided as: | "(Proposer Name) Supplement A – (Supplement Document Title)." | Searchable Adobe PDF |

5. **Delivery/Mailing Instructions:** Sealed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number. The mailing address for Proposals is contained in the following table.

Table 14: Proposal Mailing Addresses

| Mailing Address |
|---|
| <p>County of Powhatan Department of Finance 3834 Old Buckingham Rd, Suite B Powhatan, VA 23139</p> |

6. **Amendment of Proposals:** Respondents may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued and a Respondent has previously submitted a Proposal in response to this RFP, the Respondent shall notify the RFP Point of Contact via email of the need to submit an amendment, and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of the County.
7. Except for trade secrets and confidential information that the Respondent identifies as proprietary, all Proposals will be open for public inspection after the contract award. Respondents are advised to carefully read the entire Solicitation Package.

4.2 Technical Proposal Organization Guidelines

Respondents are instructed to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tab sections as a part of their response to the Technical Proposal. **The County expects that Respondents will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.**

The following table contains the organization guidelines for Proposal responses.

Table 15: Technical Proposal Organization Guidelines

| Proposal Tab No. | Technical Proposal Section |
|------------------|---|
| Tab 1 | Company Introduction |
| Tab 2 | Software Solution |
| Tab 3 | Project Approach and Implementation Methodology |
| Tab 4 | Key Proposed Personnel and Team Organization |
| Tab 5 | Project Schedule |
| Tab 6 | Functional and Technical Requirements Response |
| Tab 7 | System and Application Architecture |
| Tab 8 | Data Conversion Plan |
| Tab 9 | Software Hosting |
| Tab 10 | Testing and Quality Assurance Plan |
| Tab 11 | Training Plan |
| Tab 12 | Ownership of Deliverables |
| Tab 13 | References |
| Tab 14 | Response to Narrative Questions |
| Tab 15 | Sample Contracts, Warranty, and Escrow |
| Tab 16 | Exceptions to Project Scope and Contract Terms |

4.3 Content for Tabs 1 – 16

Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project.

Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment A – Proposal Response Forms**, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section.

a) Tabs 1 – 5 and 7 – 16

These tabs are to include the Proposers response as detailed in **Attachment A – Proposal Response Forms**, including any supplemental attachments or documents identified in **Attachment A – Proposal Response Forms**. Proposers are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 16).

b) Tab 6

This tab is to include Proposer’s response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. Proposers are required to use the following legend for completing Attachment B – Functional and Technical Requirements/Capabilities.

When providing responses to the requirements in Attachment B – Functional and Technical Requirements/Capabilities, Proposer shall use the response indicators contained in the following table.

Proposers are instructed to enter only one response indicator in response to each requirement. Responses to an individual requirement that contain more than one indicator (e.g., C/T) will be treated as a response of “N” feature/function not provided.

If a Proposer is not proposing on certain functionality, a response of “No Bid” shall be provided for all applicable areas. A response of “No Bid” should not be used as a replacement for an “N” response.

Table 16: Requirements Response Indicators

| Indicator | Definition | Instruction |
|-----------|--|---|
| S | Standard: Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from Vendors in accordance with agreed-upon configuration planning with the County. | Respondents are encouraged, but not required, to provide additional information in the Comments column to further demonstrate the system’s ability to meet the requirement. |
| F | Future: Feature/Function will be available in a future software release available to the County by July 1, | If a response indicator of “F” is provided for a requirement that will be met in a future software |

| Indicator | Definition | Instruction |
|-----------|---|--|
| | 2020, at which point it will be implemented in accordance with agreed-upon configuration planning with the County. | release, the Respondent shall indicate the planned release version, as well as the time the release will be generally available. |
| C | Customization: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications . All related customization costs should be indicated in Attachment C – Cost Worksheet. | If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the Respondent shall indicate the cost of such a modification. |
| T | Third Party: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system . This system should be specified. | If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the Respondent shall identify this third-party system and include a cost proposal to secure this system. |
| N | No: Feature/Function cannot be provided. | N/A |

c) Proposal Supplements

Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal in a separately marked “Supplements” tab of the proposal.

4.4 Price Proposal

The Respondent’s Price Proposal shall be submitted under separate cover, and consist of three sections, as further described below:

1. The completed Cost Worksheets as contained in **Attachment C1 – Cost Worksheets**. Respondents shall not modify the worksheets in any way.
2. The Respondent’s standard travel and expense policy.
3. A narrative description of the proposed costs in response to **Attachment C2 – Cost Narrative**.

5 Terms and Conditions

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

The following terms and conditions apply to this RFP solicitation process, and will be incorporated into the resulting contract as applicable.

5.1 Incurred Expenses

There is no express or implied obligation for the County to reimburse Respondents for any costs or expenses incurred in preparing Proposals in response to this RFP, and the County will not reimburse Respondents for these costs or expenses, nor will the County pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these Services. The County is not responsible for any cost(s) incurred by a Respondent in preparing and/or submitting a Proposal in response to this RFP. The County will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Respondent's products and Services.

5.2 Authorized Signatures

The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

5.3 Rights to Submitted Material

It shall be understood that all Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and Proposals or referencing information submitted in response to this RFP, shall become the property of the County, and will not be returned. The County will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the County is subject to making records available for disclosure.

5.4 Confidential Information

Any written, printed, graphic, electronic, or magnetically recorded information furnished by the County for the Respondent's use are the sole property of the County. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning County employees, products, services, prices, operations, security measures, and subsidiaries.

The Respondent and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with County approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the Respondent's employees, agents, and subcontractors and Respondent shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Respondent, its employees, agents, and subcontractors will promptly return any confidential information in its possession to the County.

5.5 Waiver of Claims

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the County, and their respective employees, officers, members, directors and partners; The County's Representative and its employees, officers, members, directors and partners; and the County, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Respondents. Submission of proposal indicates Respondent's acceptance of the evaluation technique. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

5.6 Contract Negotiation

After final evaluation, the County may negotiate with the Respondent(s) of the highest-ranked Proposal. If any Respondent fails to negotiate in good faith, the County may terminate negotiations and negotiate with the Respondent of the next highest-ranked Proposal or terminate negotiations with any or all Respondents.

If contract negotiations are commenced, they may be held at County office locations or via teleconference at a date and time to be determined. If contract negotiations are held, the Respondent will be responsible for all of Respondent's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

5.7 Failure to Negotiate

If the selected Respondent:

1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Respondent and the County, after a good-faith effort, cannot come to terms; then

The County may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest-ranked Respondent. At any point in the negotiation process, the County may, at its sole discretion, terminate negotiations with any or all Respondents.

5.8 Contract Type

The contract resulting from this RFP shall be in form and content satisfactory to the County and shall include, without limitation, the terms and conditions provided for in this RFP and such other terms and conditions as the County deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in Attachment C2 for the various cost types.

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will be based on prices submitted by the Selected Respondent, subject to contract negotiations with the County, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. A party

proposing a price change in an extension period must notify the other party at least one-hundred eighty (180) days prior to the commencement of any extension period.

5.9 Contract Changes

Written requests for price changes resulting from a change of scope, as initiated or requested by the County, must be submitted in writing to the County via Change Order. Any increase will be based on the Contractor's actual cost increase only, as shown in written documentation. All Change Order requests must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the County, (1) the request may be granted; (2) the Contract may be cancelled and solicitation may be re-advertised; or (3) continue with the Contract without change.

The County will accept or reject all such written requests within ninety (90) days of the date of receipt of Contractor's request for price increase or receipt of proper written documentation, whichever is later.

If a price increase is approved, the County will issue an amendment or change order to the contract specifying the date the increase will be effective. All Services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed.

If a price increase is rejected, the Contractor will be notified and, at the option of the County, the Contract may be (1) cancelled and the solicitation may be re-advertised; or (2) continued without change.

All other Contract changes will be effective only on written agreement signed by both parties.

5.10 Contract Approval

The County's obligation will commence only following the County Council's approval of a Contract and the parties' execution of the Contract. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

5.11 Performance Review

The Respondent may be required to meet with the County's Project Manager not less than once per quarter to conduct a performance review of the Respondent. These meetings will be either in person at County offices, or via teleconference or web-conference with not less than two in-person meetings per year. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

5.12 Statutory Information

Any contract or agreement resulting from this RFP shall be construed in accordance with the laws of the Commonwealth of Virginia. Any litigation between the parties arising out of, or in connection with, the contract shall be initiated and prosecuted in federal or state court in Powhatan County, Virginia.

5.13 Non-Discrimination Clause

During the performance of the contract, the Contractor and all subcontractors will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor and all subcontractors will take affirmative action to ensure that all

employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.14 Force Majeure

Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions (“force majeure”).

If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

5.15 Policy Compliance

The Respondent shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by the County’s policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on County property at all times while performing duties pursuant to the contract. The Respondent agrees and understands that a violation of any of these policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by the County.

5.16 Compliance with Federal, State, County, and Local Laws

Proposals must comply with all federal, state, county and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the County of Powhatan or Commonwealth of Virginia as they may apply, as these laws may now read or as they may hereafter be changed or amended.

5.17 Patents and Copyrights

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

5.18 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.19 County Property

The use of any and all County property by Contractor or its agents must be approved in advance by the County.

5.20 Rights of Use

The Contractor agrees that the County will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.

5.21 Ownership of Data and Transition

Any and all County data stored on the Contractor's servers or within the Contractor's custody, is the sole property of the County. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the County's data in any manner, or provide to any entity or person outside of the County without the express written authorization of the County.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Respondent shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the County;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the County may direct, for orderly completion and transition; and
- c. Make available to the County, at no cost, all County data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or County request.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the County shall:

- d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement

5.22 Audit

Contractor will retain all records related to this contract for 5 years after final payment or until audited by the County, whichever comes first. The County may inspect these records upon reasonable notice to Contractor.

5.23 Personnel

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the County shall notify Contractor and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor's personnel that the County deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

5.24 Software Upgrades

The County shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to the County so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

5.25 Data Privacy and Security

Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process County data within the continental United States. If applicable to the Contract, the Contractor shall back up all County data daily to an offsite hardened facility.