



REQUEST FOR PROPOSALS TITLE PAGE

Finance and Management Services Purchasing Division Hanover County, VA

PROPOSAL TITLE: Enterprise Content Management Solution (Document Imaging & Records Management)

This is Hanover County's Request for Proposals No. 12-030702-2231PB, issued December 15, 2011. Direct requests for information to: Patricia M. Beasley; Phone: 804-365-6061; Fax: 804-365-6100; email: pambeasley@co.hanover.va.us. Sealed proposals will be accepted prior to 3:00 P.M., February 7, 2012. Proposals received after the stated due date and time shall not be considered. The time a bid is received shall be determined by the time stamped by the time clock in the Purchasing Division. Offerors are responsible for ensuring that Purchasing Office personnel stamp their submission by the deadline indicated. In the event this time clock is not functioning, the time shall be determined by time displayed on the landline telephone near the time clock. The time on the telephone will be written on the bid by hand, by County staff in the Purchasing Division. Should the County be officially closed at the time the proposal is due or pre-proposal conference is scheduled, the proposal due date or pre-proposal conference date shall automatically be changed to the same time on the next day the County is officially open at that time.

PRE-PROPOSAL CONFERENCE AND QUESTIONS ABOUT THIS PROPOSAL

A Pre-proposal Conference will be held for this procurement on January 10, 2012, 10:00 A.M. in the Board of Supervisors' Auditorium, County Government Building, 7516 County Complex Road, Hanover, Virginia, to discuss the general scope of services and answer general questions. *Attendance is not mandatory, but encouraged.*

All questions/requests for information not posed at the pre-proposal conference shall be submitted in writing, addressed to: County of Hanover, Purchasing Department, ATTN: RFP No. 12-030702-2231PB, P. O. Box 470, Hanover, VA 23069-0470 and to be assured consideration, must be received prior to 3:00 P.M., January 11, 2012, the County's next business day following the pre-proposal conference. Questions may be submitted by fax to 804-365-6100, or email to pambeasley@co.hanover.va.us. After reviewing any questions/requests submitted, the County will issue an addendum to respond to items it deems necessary. Changes to this Request for Proposals will be made only by written addendum issued by the County Purchasing Department.

Proposals must be submitted prior to the time, and on the date stated above to:

BY MAIL TO:

County of Hanover, Purchasing Division., P. O. Box 470, Hanover, VA 23069-0470

BY HAND DELIVERY OR EXPRESS CARRIER TO:

County of Hanover, Purchasing Division, 7496 County Complex Road, Hanover, VA 23069

Information the Offeror deems Proprietary is to be included in the proposal in the separate section of the proposal identified on the line below. See Submission Requirements in this RFP for additional information.

All proposed exceptions to this Request for Proposals, and any proposed changes to the contract documents or terms and conditions, are to be included in the proposal response in the separate section of the response identified on the line below. See Submission Requirements in this RFP for additional information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

INCLUDE PAGES 1, 2 AND 3 OF THIS RFP AS THE FIRST 3 PAGES OF YOUR PROPOSAL RESPONSE

Receipt of Addenda listed below is acknowledged and the bid incorporates all requirements of these Addenda:

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

The Offeror certifies that he has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the County.

The Offeror hereby certifies that he will comply with all provisions of the Virginia Public Procurement Act and with the laws and regulations of Hanover County.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Hanover, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the County of Hanover, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Hanover.

In compliance with VA Code Section 2.2-4343.1, Hanover County does not discriminate against faith-based organizations. Indicate by placing a check here if a Faith-Based Organization as described in VA Code § 2.2-4343.1B.

A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Any business entity described in this subsection that enters into a contract with a public body pursuant to Virginia Code § 2.2-4311.2 shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. (See full text in General Terms and Conditions)

Bidders or Offerors possessing an identification number issued to it by the State Corporation Commission shall provide the identification number below.

Virginia State Corporation Commission Number: _____

OR

Check here if authorization is not required, and explanation is included.

Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please indicate the type of business:

_____ Individual Trading Under Trade Name (List Individual and Trade Name in "Full Legal Name of Offeror" below)

_____ Individual Trading in Own Name _____ Partnership _____ Corporation

Full Legal Name of Offeror: _____

Mailing Address: _____

Remittance Address (if different): _____

Signature: _____
(Person signing must be authorized to bind the offeror in contractual matters)

Printed or Typed Name: _____ Date: _____

Title: _____ Email Address: _____

Phone: () _____ Fax: () _____

CONTACT INFORMATION (if different from above)

Printed or Typed Name: _____ Title: _____

Mailing Address: _____

Email Address: _____

Phone: () _____ Fax: () _____

1.0 COOPERATIVE AGREEMENT

- 1.1 This procurement is being conducted on behalf of Hanover County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
- 1.2 If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract.
- 1.3 With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.
- 1.4 The County of Hanover, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Hanover County contract.
- 1.5 Hanover County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

2.0 GENERAL INFORMATION

- 2.1 The purpose of this Request for Proposal (RFP) is to invite vendors to submit a proposal to provide an Enterprise Content Management (ECM) solution for document imaging and records management. The RFP provides vendors with operational, performance, application, and architectural requirements and desires for the system solution. The solution may be hosted off-site by a vendor, or on premise at the Hanover County data center. The RFP includes consulting, training, and project management services, and on-going support of the solution after implementation. The desired solution should improve the efficiency and effectiveness of document storage, retention, distribution and retrieval. The solution should eliminate paper wherever possible and automate the County's document retention policies and procedures. The County also desires to automate workflow processes and improve the routing and distribution of documents. The solution should allow access to vital County documents by multiple users for viewing and retrieval of documents without a manual search through paper records. Providing reliable and effective access to County records for employees and citizens is a vital County service.
- 2.2 The County is looking to implement an enterprise solution, with licensing purchases and implementations occurring in a phased approach over an extended period of time. The County encourages offerors to provide an enterprise solution package; however, the County will consider solutions that address individual component requirements.
- 2.3 The Department of Public Utilities, with approximately 75 employees, will be the first Department to implement the solution.
- 2.4 The County reserves the right to award contracts from this solicitation to one or more Offerors.

3.0 SCOPE OF SERVICES

- 3.1 The scope of services is to provide and implement an Enterprise Content Management (ECM) solution for document imaging and records management. A number of ECM requirements and desires are noted below. For sections 3.2 – 3.11, offerors must fill out the matrix included in Appendix A of this RFP using the numeric code ratings noted below. Provide comments as appropriate. No matrix is required for responding to sections 3.12 – 3.20.

- 5 = Requirement is met in the existing product as a delivered feature
- 4 = Requirement is met via a minor vendor-supplied modification (specify cost, under \$1,000)
- 3 = Requirement is under development for a future release. Indicate when this feature will be available.
- 2 = Requirement is met using a third party tool, such as an API or a report writer. Specify the tool(s) required.
- 1 = Requirement is met via a major vendor-supplied customization (specify cost, over \$1,000)
- 0 = Requirement is not met by the solution

3.2 Records Management

- 3.2.1 The solution shall include records management capabilities. Describe the records management capabilities, including how records are identified and distinguished from other types of content.
- 3.2.2 The solution shall support multiple file formats. Describe the file formats in which records are stored.
- 3.2.3 The solution shall support functions for expungement, legal acceptance of documents, meeting retention requirements, and redaction. Describe the legal considerations of the records management solution.
- 3.2.4 The solution shall include meta-data capabilities. Describe how the solution creates and manages meta-data and content tagging.
- 3.2.5 The solution shall automatically assign meta-data from scanned documents. Describe this process.
- 3.2.6 The solution shall support Library of Virginia records retention schedules applicable to local governments. See http://www.lva.virginia.gov/agencies/records/sched_local/index.htm for more details. Describe how the solution supports these requirements.
- 3.2.7 The solution shall support the destruction of records that have reached their date of retention, including record auditing to determine compliance. Describe this process.
- 3.2.8 The solution shall support legal holds. Describe the process of applying a legal hold to a retained record.
- 3.2.9 The software should have the capability to create and manage file plans according to retention requirements, along with managing disposition requirements and scheduling. Describe the process.
- 3.2.10 The software should be capable of managing record access at user level, file plan level, and according to supplemental/security markings. Describe this process.
- 3.2.11 The software should be capable of audit logging and reporting to track system activity and ensure integrity of the records maintained in the system (audit trail should include database changes, date/time stamp, etc.). Describe this process.
- 3.2.12 Authorized users must have access to a log of security activity to determine users that have signed on and off the system, as well as unsuccessful attempts to sign onto the system. Describe this process.

3.3 Content Management

- 3.3.1 The solution shall support content archiving. Describe this process.
- 3.3.2 The solution should support de-duplication of data. Describe how this functions in your solution.

- 3.3.3 The software should allow bar codes to be placed on documents. It should offer the ability to read the barcodes and interface with business applications to retrieve additional metadata and populate index fields. Describe this process.
- 3.3.4 The solution should support data discovery. Describe how the system discovers and profiles content resident in other repositories, file shares, etc.
- 3.3.5 A single piece of content must be able to be tagged to support multiple requirements. For example, a single document is used attest to multiple parts of an accreditation process, so it must be tracked for all of them. Describe how this functions.
- 3.3.6 Taxonomy support is required. Describe the product's support for automated or formal taxonomy creation.
- 3.3.7 An automatic document naming ability is important, and should allow any or all of the following information to be added: user name, date, time or a sequential document number.

3.4 Content Retrieval/Search

- 3.4.1 The solution should support easy retrieval of records information, allowing a novice operator to accomplish tasks through the use of a simple sequence, allowing quick access with a minimum of confusion, delay or instruction. Describe how end-user retrieval of records is accomplished.
- 3.4.2 The solution shall support multiple methods for finding and searching of content. Describe the methods used (e.g., folders, indexes, searches, personal content).
- 3.4.3 The solution should support enterprise search capabilities. Describe how this performed in your solution, including the search engine technologies used.
- 3.4.4 The solution shall support eDiscovery processes. Describe how the system enables administrators and legal representation to respond to eDiscovery requests.
- 3.4.5 The solution shall allow all users to easily perform both simple, and complex, word and phrase searches using the most common searching formats (word, wildcard, phrase, Boolean).
- 3.4.6 The solution should allow for proximity searches to locate words and phrases grouped together.
- 3.4.7 The solution shall support simultaneous searching on template fields (key fields) such as account numbers, last names, etc.
- 3.4.8 The solution should display the results of searches to allow user configuration to display document name, location, and database fields pertaining to that document.
- 3.4.9 Users shall have the ability to sort search results by any indexed field.
- 3.4.10 The software should have the capability of printing a "hit list" of documents found.
- 3.4.11 The software should have the ability for side-by-side display of corresponding image and text pages.
- 3.4.12 The software should provide a software scale to gray display for images.
- 3.4.13 The software should provide for the manipulation of documents with thumbnail views. This should include adding pages to previously scanned documents, rearranging pages, deletion of

pages, moving pages from one document to another, and rotating a page so that subsequent retrievals will display it properly.

- 3.4.14 The software should provide the following annotation capabilities: sticky notes, highlighting (image and/or text), redaction (image and/or text), and stamps.

3.5 Data Capture

- 3.5.1 The solution shall support multiple methods of data capture. Describe how your solution captures incoming documents. Include consideration of images, photographs, digital text and spreadsheet documents, e-mail, and print.
- 3.5.2 The solution shall support scanning. Describe scanning capabilities. Include consideration of: batch processing capacity, distributed workgroup capture, quality control and rescanning, simplex/duplex capacity, resolution, document preparation, indexing, and routing. Indicate any proprietary tools which are required.
- 3.5.3 The software should support OCR, ICR, OMR, and barcode technologies. Describe these functions.
- 3.5.4 The solution shall support scanning in either black and white, color, or in grayscale.
- 3.5.5 The software shall work with most common scanning drivers, and shall support scanner features such as multiple image resolutions, paper sizes, duplex scanning and automatic document feeders.
- 3.5.6 The solution shall have the ability to display images as they are scanned for visual image acceptability.
- 3.5.7 The solution should be capable of automatic collation of double-sided pages, even if only a single-sided scanner is used (blank pages are to be eliminated).
- 3.5.8 The solution shall allow for scanning of batches of documents and individual documents.
- 3.5.9 The solution shall allow individual pages to be rescanned or added to an existing document.
- 3.5.10 The solution shall support multiple file formats for scanned documents. Identify which image formats are supported.
- 3.5.11 The software must integrate with large format scanners.
- 3.5.12 The imaging software should be able to import common image formats in both black and white and color.
- 3.5.13 The imaging software shall be able to import and index common ASCII text files such as what may be exported from a word processor or generated by a mainframe computer.
- 3.5.14 The imaging software should allow printing of all imaged documents with or without annotations.
- 3.5.15 Printing should also be allowed for a document in its entirety, as well as a single page, selected range of pages, or section of an individual page.
- 3.5.16 Multiple users shall be able to print the same document concurrently.
- 3.5.17 The software shall allow internal and external e-mailing of all imaged documents.

- 3.5.18 The scanning process must allow for auto-page size detection and can process both letter and legal sized paper mixed together.
- 3.5.19 The solution shall provide image enhancement capabilities, including as a minimum deskew, despeckle, blank page detection and image rotation features. Describe this functionality.
- 3.5.20 The solution should include a service for bulk scanning of existing documents. Describe that service if it is offered.

3.6 Maintenance & Support

- 3.5.1 The solution shall be designed to achieve a 99% operational rate with a goal of 100%.
- 3.5.2 The solution shall be designed to operate on a 24 x 7 schedule.
- 3.5.3 Software maintenance and support services shall be provided during the initial warranty period.
- 3.5.4 Offeror shall provide the following services in support of products provided:
 - 3.5.4.1 Toll free calls during business hours and after hours (24 x 7) – describe any Help Desk support;
 - 3.5.4.2 Guaranteed call-back response times (business hours and after hours);
 - 3.5.4.3 Central point of contact for all problems;
 - 3.5.4.4 On-site technical support – describe these services;
 - 3.5.4.5 Problem resolution on a priority level – describe critical problem escalation procedures.
- 3.5.5 Remote access – describe what is required from the County for the contractor to provide service levels noted above.

3.7 Public Access

- 3.7.1 The solution shall be usable via a public-facing, internet interface. Describe this functionality.
- 3.7.2 The solution should be able to select which content is and is not public facing, and present the public facing content in an easy to use manner. The end-user public interface must not require prolonged intervention or assistance from a County employee. Describe this functionality.
- 3.7.3 Public facing content should be accessible on any browser platform, including tablets and smart phones. Describe your solution's capabilities.

3.8 Business Process Workflow

- 3.8.1 The solution shall have business process/document workflow capabilities. Describe the capabilities of the BPM components of the solution.
- 3.8.2 The solution must include standard processes, such as approvals, serial workflows, parallel workflows, out-of-office alternate routing, time-based escalation, etc. Describe these processes.
- 3.8.3 Queue management is required. Describe how work queues are created and monitored.
- 3.8.4 Graphical depiction of workflows should be included. Describe these capabilities.
- 3.8.5 Monitoring of workflows is required. Describe the tools used to create, access, and monitor workflows, including any third party integration capabilities (e.g., Visio, SharePoint, InfoPath).

3.9 Enterprise Reports Management

The solution should offer enterprise reports management and electronic report distribution capabilities. Describe what your solution offers. Include any third party requirements.

3.10 Electronic Forms Capabilities

The solution should offer electronic forms capabilities to eliminate continuing the use of paper forms and scanning. Describe what you offer and include any third party requirements.

3.11 Mobile Access

3.11.1 End-users (County workforce) should be able to access content on any browser platform, including tablets and smart phones. Describe your solution's capabilities.

3.11.2 Administrative functions should be available on any browser platform, including tablets and smart phones. Describe your solution's capabilities.

3.12 Application Integration

3.12.1 Integration with Microsoft Office (e.g., the ability to open an Office document and save it directly into the repository) is required. Describe how this functions in MSOffice 2007 and 2010 client and web interfaces.

3.12.2 Integration with Microsoft Exchange/Outlook is required. Describe how this functions in your solution. Describe how emails are saved in the repository.

3.12.3 The solution shall integrate with SharePoint 2010. Describe your integration with SharePoint 2010.

3.12.4 The solution should integrate with business applications from Sungard Public Sector (Payroll, Human Resources). This is an IBM iSeries application utilizing a DB2 database.

3.12.5 The solution should integrate with business applications from Bright and Associates (General Ledger, Purchasing). This is an IBM iSeries application utilizing a DB2 database.

3.12.6 The solution should integrate with business applications from New World Systems (Public Safety Dispatch and Records Management). This is an IBM iSeries application utilizing a DB2 database.

3.12.7 The solution must provide an open method for general data and application integration, such as support for web services and various XML protocols (e.g., SAML). Describe your capabilities in this area.

3.12.8 The solution should integrate with the County's Geographic Information System (GIS). The County's GIS is based in a Windows operating environment using the most current ESRI suite of GIS software. The server has been virtualized to establish a production and staging/testing environment. The GIS Division provides a number of web-based intranet (internal) applications linked to business data in support of numerous County Departments and the public. The GIS program also has two hosted internet web sites that provide citizens and businesses access to GIS and County business data.

An important component of the ECM is integration to the County's GIS using common fields in a database. Viewing GIS-based maps and data from within an ECM and the seamless retrieval of documents from within GIS applications will enhance the effectiveness of the overall ECM

operation. RFP responses should detail their GIS integration solution.

The GIS integration solution proposed should focus on service oriented architecture that leverages web service technology. This would include the ability to link spatially indexed documents in the ECM to GIS features (addresses, parcels, streets, etc.) in a web-based application using common identifiers. The established link should launch the GIS web service and zoom to the appropriate feature. In addition the solution should allow links from common identifiers in GIS features located in a web-based application to retrieve indexed documents in the ECM solution. The GIS to ECM solution should present applicably indexed documents in the software's native viewer.

The GIS program is the authoritative source for numerous spatial (geographic) data sets and is responsible for the maintenance and management of this data. This master spatial data repository located in GIS data is stored in the Microsoft Sql 2008 relational database management system. In an effort to ensure scanned document index integrity, the ECM indexes should validate against attributes in authoritative spatial GIS data layers (addresses, parcels, streets, etc.) located in Sql as the basis for document indexes. This can be established through the use of domains in drop-down menus within the indexing function of the ECM.

3.13 Hosting Options/Deployment Models

The solution should offer multiple hosting/licensing alternatives, including software licensing with software maintenance, a managed hosting solution, software as a service. Please describe these and include any third parties involved.

3.14 Consulting Services

3.14.1 The solution must include project management consulting services. Describe your offerings and include titles and hourly billing rates of typical positions that provide this support. Include information on approved third party providers.

3.14.2 Training for the various roles (e.g., end user, administrator, developer) is required. Describe your offerings. Delineate any differences in the offerings that vary depending on deployment models. Include information on approved third party providers.

3.14.3 Application and technical support is required. Describe your offerings. Delineate any differences in the offerings that vary depending on deployment models. Include information on developer forums.

3.14.4 User and system documentation is required. Describe your offerings and delineate any differences in the offerings that vary depending on deployment models.

3.14.5 User groups should be available. Describe your offerings.

3.14.6 All software upgrades shall be provided upon notification of their release.

3.14.7 For on-premise solutions, please specify software update/patch process and typical time between releases.

3.14.8 For off-premise solutions, please specify standard update cycle and the customer upgrade requirements.

3.14.9 Describe any product and service partnerships you maintain.

3.15 Vendor Product General

3.15.1 Describe your product roadmap for the next two releases of the product.

3.15.2 The Offeror should have exclusive and unencumbered ownership rights to all software supplied. If the solution relies on a third party proprietary software, the terms of this arrangement should be disclosed.

3.16 Operating Environment/Architecture

3.16.1 On-premises solutions shall run in a 64-bit architecture virtual (Hyper/V) environment (Windows Server 2008R2 operating system) using the Microsoft SQLServer 2008R2 relational database management system.

3.16.2 The solution shall consist of open architecture and ODBC compatibility.

3.16.3 The solution must be able to support a minimum of 50 work stations all operating simultaneously without any system degradation.

3.16.4 The solution shall not be susceptible to any single point of failure.

3.16.5 Offerors shall define on-premises hardware requirements of the proposed software for the following:

3.16.5.1 Server specification guidelines (the County will acquire the server hardware separately) – the solution must be adaptable to the establishment of four environments (test, staging, production, and training). The system shall be designed to provide total hardware redundancy.

3.16.5.2 Desktop computer specifications, minimum software requirements and versions

3.16.5.3 The solution should provide multiple monitor support (ability to display multiple windows across multiple monitors of different sizes and resolutions)

3.16.5.4 Storage sizing requirements for document load, including input/output estimates

3.16.5.5 Scanner specification guidelines (small and large format)

3.16.5.6 Other hardware requirements

3.16.6 The solution shall utilize LDAP authentication against an Active Directory environment. Describe how that functions in both on-premise and hosted environments.

3.16.7 Offerors shall describe security related operations including:

3.16.7.1 How the solution secures data while it is at rest or in motion;

3.16.7.2 The system shall provide multi-level security and access;

3.16.7.3 The system shall provide authentication at the user level that controls access to functions;

3.16.7.4 System access shall occur through the use and validation of a user ID and password;

3.16.7.5 Passwords must be stored in encrypted form;

3.16.7.6 User ID's and passwords shall be managed by a Systems Administrator.

3.17 System Acceptance & Quality Assurance

All hardware and software must be fully installed, configured, optimized, and tested prior to acceptance by the County. Offerors should describe their quality assurance procedures and user acceptance testing processes and procedures, including any test plans, templates, or other information that demonstrates how quality assurance and system acceptance will be accomplished.

3.18 Source Code

Offerors shall agree to deposit software source code with a vendor specified by the County naming Hanover County as a beneficiary, or Offerors may utilize the County's Department of Information Technology as the Escrow Agent, or Offerors may propose another alternative that meets this objective. The code shall be kept current and the County shall be notified when changes occur. The County shall not be charged any fees regardless of the method selected.

3.19 Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the County.

3.20 The County may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Purchasing Division Director and a Contract Addendum and/or Purchase Change Order issued by the Purchasing Division to change the contract.

4.0 PROPOSED SCHEDULE OF IMPLEMENTATION

<u>Date</u>	<u>Schedule of Items</u>
December 15, 2011	Issue Request for Proposals
January 10, 2012	Pre-Proposal Conference 10:00 AM.
February 7, 2012	Proposals Due Prior to 3:00 PM
February 27 – March 2, 2012	Discussions with Selected Offerors
April 2, 2012	Award Recommendation
April 20, 2012	Award of Contract

5.0 PROPOSALS

5.1. Submission Requirements

5.1.1 A hard copy **original**, so marked, and 1 **additional copy**, so marked, for a **total of 2 copies** of your proposal document are required. In addition, a **digital copy of the proposal in "pdf file" format shall be submitted** on a CD, DVD, or USB. The completed matrix provided by the County shall be included in the submission. Submit proposals (including digital file) in a sealed, opaque envelope, and put the RFP number, title, due date and time on the outside of the envelope. Offerors are responsible for having their proposal stamped by Purchasing Department staff before the deadline for receipt of proposals. The County will not assume responsibility for reproduction

where an insufficient number of copies have been supplied. In any such case, the County will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the County to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

5.1.2 *Use of Information and Documents*

The County and its officials, employees and agents will copy (physically and digitally) and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of the County. Following award the County may be required to allow inspection and copying of documents, and may also use the Offerors documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold the County, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offerors response.

5.1.3 *Submission of Proprietary Information*

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

5.1.4 **Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Contractor's obligations.**

5.1.5 The County's proposed contract documents and this Request for Proposals contain terms and conditions the County of Hanover favors and intends to use for the resultant contract. **If the Offeror wishes the County to consider any changes to these documents, such changes must be submitted as part of the Offerors proposal.** Any Contractor receiving a contract award shall be required to execute a contract in substantial compliance with the County's standard contract and will be required to furnish all other required contract documents including tax identification or social security number within fifteen days after receipt of notification that the contract is ready for signature; otherwise, the County may award the contract to another Offeror.

5.1.6 Proposals having any erasures or corrections must be initialed by the Offeror in ink.

5.1.7 The County will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.

5.2. Format and Content

5.2.1 The proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume if practical. Incomplete proposals may be determined nonresponsive.

5.2.2 Offerors should organize their proposals using the following format:

Each Offerer is limited to a submission of 50 pages. The 50 page limit applies to proposal responses for Sections 5.2.2.2, 5.2.2.3, 5.2.2.4, 5.2.2.5, 5.2.2.6, 5.2.2.7, and 5.2.2.9. Submission of the completed matrix must be included as part of the 50 pages. Should a page have print on the front and back it will be counted as 2 pages. NOTE: the first three pages of the RFP required by the County and any other required documentation such as insurance and other applicable certifications will not be counted as part of the page number requirements.

5.2.2.1 *Title Sheet*

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Pages 1, 2 and 3)** of this solicitation and include it as the first three pages of your proposal. The name stated on the Title Sheet, must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

5.2.2.2 *Project Scope & Software Functionality*

Offerors shall include the matrix provided by the County that includes Sections 3.2 – 3.11 in the Scope of Services and shall fill in a corresponding numeric code that represents the capability of the proposed solution to meet the item noted. Applicable codes include:

5 = Requirement is met in the existing product as a delivered feature

4 = Requirement is met via a minor vendor-supplied modification (specify cost, under \$1,000)

3 = Requirement is under development for a future release.

Indicate when this feature will be available.

2 = Requirement is met using a third party tool, such as an API or a report writer. Specify the tools required.

1 = Requirement is met via a major vendor-supplied customization (specify cost, over \$1,000)

0 = Requirement is not met by the solution

Offerors should also include any pertinent text description, which provides additional information to the County on the capabilities of the proposed solution to address the items noted. In responding to sections 3.11 – 3.19, offerors should provide text in their response document (no matrix rating is required). Text descriptions can be grouped by subsection.

5.2.2.3 *Project Methodology*

Provide a complete description of the proposed methodology for completion of this project.

5.2.2.4 *Project Schedule*

Provide a time line and schedule for completion of this project for the Public Utilities Department, highlighting critical points in the process.

5.2.2.5 *Experience of the Offeror and the Project Team*

Include a brief statement of the Offerors experience in providing the services stated in the Scope of Services. This statement should include specifics as to experience with implementation of an ECM solution, including document imaging and records management. If subcontractors or special consultants will be used, they should be identified and their qualifications included in the proposal. Include experience of key individuals assigned to this project, emphasizing their experience in working with similar projects and local governments. List key professional staff to be assigned work under the contract and describe their experience as project team members. Show only experience directly related to their assigned duties under the proposed project. List team members names and titles in the listed project, project title, brief project description, year completed and name, address, and phone number of the client. Include resumes of key personnel and subcontractors.

5.2.2.6 *References*

Provide a list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, description of type of services performed, and person the County may contact.

5.2.2.7 *Fees for Services*

5.2.2.7.1 Fees for services are to be included in with your proposal response. Fees will be considered in the rankings of Offerors for short listing firms for interviews/discussions and the final rankings of Offerors for award of the contract. Fees shall be stated in United States Dollars (USD).

5.2.2.7.2 Offerors shall clearly define their system licensing and associated license fees, including the acquisition of enterprise licensing, group licensing, and individual licensing. Offerors shall differentiate between editor and access licensing. If third party software licensing is required to meet the specifications noted in the Scope of Services section, those fees shall be provided. Responses shall provide annual software maintenance fees, including multi-year maintenance fee discounts offered by the provider. Software version upgrades shall be a part of the annual maintenance contract fees.

5.2.2.7.3 It is likely that the solution implemented will include multiple virtualized servers to accommodate testing, staging, production, and training environments. In addition, the application solution implemented will be considered a “critical system”, so the County intends to implement a redundant system architecture in implementing this solution. If additional software fees are required to implement these objectives they shall be noted in the proposal.

5.2.2.8 *Insurance*

5.2.2.8.1 The proposal should address the insurance coverage of the Offeror. A sample insurance certificate submitted as part of the proposal is the preferred method of indicating coverage. Original certificates of

insurance signed and provided by authorized representatives of the insurers or, at the County's request, certified copies of insurance policies evidencing that the required insurance is in effect, shall be provided to the County Purchasing Department prior to award of the contract, and within seven days of any written request a certificate, and for each year for five years after Final Payment for the Work with respect to products and completed operations liability.

5.2.2.8.2 The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to the County, as will protect itself and the County from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation & Employers' Liability (if required by statute), Commercial General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability), Business Auto Liability, and Professional Liability Insurance. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. Insurers should have a rating of "A-", Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by the County. Applicable insurance policies should be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until 30 days prior written notice has been given to the County Purchasing Department. Hanover County, Virginia and its elected and appointed officials, officers, consultants, agents and employees should be named as additional insureds on the Contractor's Commercial General Liability insurance.

5.2.2.9 *Other Information*

5.2.2.9.1 Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection.

5.2.2.9.2 Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from the County in addition to general assistance.

6. **CRITERIA FOR PROPOSAL EVALUATION**

6.1 Offeror

- 6.1.1 Overall qualifications and experience of the firm, project team and any subcontractors, including previous experience in providing these services.
- 6.1.2 Information supplied by references.
- 6.1.3 Contract language and agreements required, including exceptions to the County's standard contract form and Additional Terms, Conditions and Instructions to Offerors.
- 6.1.4 Quality and specificity of proposal response.
- 6.1.5 Availability of support services (e.g., phone support, meetings) when needed.

6.2 Solution Functionality (responses to Scope of Services section)

6.3 Methodology and Process

6.3.1 Proposed methodology for completion of the project.

6.3.2 Proposed schedule for the Public Utilities Department.

6.4. Price

Proposed cost of services. Since the County plans to implement this enterprise solution in a phased approach over an extended period of time, and possibly contract for maintenance and support services over the life of the use of the solution, please discuss how you propose to address future rates and fees.

7.0 METHOD OF AWARD

Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror or to multiple Offerors should the County decide this to be in its best interest. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

8.0 CONTRACT TERM, RENEWAL, PRICE ESCALATION AND TERMINATION

8.1 The initial term of this contract shall be two years from the date of the contract, with the option to renew for additional two year periods upon mutual written consent of the parties. **Prices submitted by the Offeror shall remain firm for at least the initial term of the contract.**

8.2 For future contract periods, price increases shall be limited to the percentage increase in the **Consumer Price Index, Table 4** (<http://stats.bls.gov/news.release/cpi.t04.htm>), **Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics.** The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

8.3 The Contractor shall give the County Purchasing Division written notice of its intention to terminate the contract, **or not to renew the contract**, at least 180 days prior to the proposed termination or renewal date of the Contract. See Paragraph 10.6 of the following General Terms and Conditions for the County's termination provisions.

9.0 SPECIAL TERMS AND CONDITIONS

In the event there is a conflict between the Special Terms and Conditions in this section and the Additional Terms, Conditions and Instructions to Offerors contained elsewhere in this solicitation, these Special Terms and Conditions shall apply.

10.0 GENERAL TERMS AND CONDITIONS

(References to "Contractor" in this section are to the successful Offeror who enters into a contract with the County.)

10.1 Certifications

10.1.1 By submitting its proposal, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or cause to be rigged, altered or otherwise manipulated its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the County.

10.1.2 By submitting its proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

10.2 Independent Contractor

The Contractor is an independent contractor and nothing contained in the CONTRACT shall constitute or designate the Contractor or any of its agents or employees as employees of the County.

10.3 Rejection And Award of Proposals

The County reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors if so stated. A Notice of Contract Award for this solicitation shall be posted on a bulletin board outside the Purchasing Department for a period of at least 10 calendar days. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Contractor unless so stated in the Request for Proposals. The County reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in its best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interests.

10.4 Withdrawal of Proposals

10.4.1 An Offeror may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.

10.4.2 By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposals.

10.5. Contractor Registration/County Licensure

10.5.1 If required in order to perform any of the work in this Request, the Offeror certifies that the Offeror has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, Virginia Board for Contractors in granting the License or Certificate and classifications. If required for the work called for in the Request, the Contractor shall also obtain a License from the Hanover County Commissioner of Revenue.

10.6. Contract Termination

10.6.1 Unless specified otherwise, any resultant contract may be terminated by the County, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to

the Contractor as provided in the Notification paragraph below. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

10.6.2 If funds are not appropriated for this contract for any County fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the County shall not be liable for future payments or for cancellation or termination charges.

10.7. Ownership of Documents

10.7.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of the County, become County property and shall be delivered to and remain the property of the County upon completion of the work or termination of the Contract. The County shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

10.7.2 Any documents or other materials provided to the Contractor by the County shall be returned to the County upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of the County and shall be sent to the County upon delivery of the final products and/or services unless otherwise requested by the County. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

10.8. Licenses And Permits

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.

10.9. Royalty And License Fees And Copyright, Trademark And Patent Protection

10.9.1 In submitting its proposal, the Offeror certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request.

10.9.2 Unless specified otherwise in the CONTRACT, the Offeror shall pay all royalty and license fees relating to the items covered by the contract.

10.9.3 In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.

10.10. Taxes

The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the

County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

10.11. Acceptance of Goods/Services

Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the CONTRACT upon written notice to the Contractor and return products to Contractor at the Contractor's expense.

10.12. Contract Changes

Any changes to the CONTRACT must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

10.13. Payment For Services

Payments to the Contractor shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the CONTRACT. Backup documentation for each invoice shall be provided in detail satisfactory to the County. The Contractor's records and documentation supporting such invoices shall be made available to the County upon reasonable request. The Contractor agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

10.14. Damage to Property

The Contractor shall be responsible for damages to property caused directly or indirectly by its actions or omissions in performing its work under the CONTRACT. The Contractor shall repair to proper working order or replace, to the County's satisfaction, any property damaged directly or indirectly by its actions or omissions.

10.15. Compliance With All Requirements

The Contractor shall comply with and provide all deliverables in compliance with all applicable federal, State and local laws and regulations.

10.16. Legal Proceedings

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Hanover County General District Court or the Hanover County Circuit Court and any resulting contract shall be governed by the laws of the Commonwealth of Virginia.

10.17. Subcontracting And Assignment Of Work

10.17.1 The Contractor shall not subcontract or assign the CONTRACT, in whole or in part, other than that specifically stated in the CONTRACT, without the express written consent of the County. A description of any work the Contractor proposes to subcontract shall be submitted to the County for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the County for all work performed by any subcontractor or special consultant.

10.17.2 The County will, during the term of this Agreement, have the right of reasonable rejection of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

10.18. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to the County of Hanover, Deputy County Administrator, P. O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

10.19. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

10.20. Contractual Provisions Included Pursuant to Statutes

10.20.1 *Nondiscrimination and Drug-Free Workplace*

If the resultant CONTRACT exceeds \$10,000, during the performance of the CONTRACT, the Contractor agrees as follows:

- 10.20.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 10.20.1.2 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.
- 10.20.1.3 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.
- 10.20.1.4 The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in

accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

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

10.20.2 *Payments To Subcontractors*

Pursuant to Virginia Code Section 2.2-4354, the Contractor agrees that:

- 10.20.2.1 Should any subcontractor be employed by the Contractor for the provision of any goods or services under this Contract, the Contractor agrees to the following:
 - 10.20.2.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to this Contract, either:
 - 10.20.2.1.1.1 Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the goods or services provided by the subcontractor; or
 - 10.20.2.1.1.2 Notify the County, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the County shall be given to: Hanover County Administrator, P.O. Box 470, Hanover, VA 23069-0470.
- 10.20.2.2 The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the County for goods or services provided under this Contract, except for amounts withheld under subparagraph immediately above.
- 10.20.2.3 The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 10.20.2.4 The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the County.
- 10.20.2.5 No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

10.20.3 *Contractual Claims*

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the County Administrator, Hanover County Government Building, 7516 County Complex Road, Hanover, Virginia 23069 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator

shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

10.20.4 *Ethics in Public Contracting*

10.20.4.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4370, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Director upon request.

10.20.4.2 The provisions of this section supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

10.20.5 *Employment of Unauthorized Alien*

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

10.21. Precedence Of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offerors response to the Request for Proposals.

10.22. Indemnification

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the County, and all of its officials, agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

10.23 Audit

10.23.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five years after the effective date of final payment or contract termination. During this five year term, the County, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.

10.23.2 There shall be no fees or costs charged to the County by the Contractor for any such audit activities.

10.23.3 The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the County's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the County. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

10.24 Extension of Contract Term

The County Purchasing Division, at its discretion, may extend the final contract term or final contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

10.25 Faith-based Organizations

In compliance with VA Code Section 2.2-4343.1, Hanover County does not discriminate against faith-based organizations.

10.26 Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth

10.26.1 In accordance with Virginia Code § 2.2-4311.2, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

10.26.2 Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

10.26.3 Any bidder or offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Hanover County Administrator.

10.26.4 Any business entity that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

10.26.5 The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

ISSUED BY: *Patricia M. Beasley*
Purchasing Officer
Phone: (804) 365-6061
Facsimile: (804) 365-6100
Email: pmbasley@co.hanover.va.us

APPENDIX A

ENTERPRISE CONTENT MANAGEMENT SYSTEM SERVICES MATRIX
PAGES 25 THROUGH 27

ITEM	SECTION	RATING	OFFEROR REPOSE/COMMENTS
RECORDS MANAGEMENT	3.1		
Records management capabilities	3.1.1		
Support multiple file formats	3.1.2		
Support functions for expungement, legal acceptance of documents, meeting retention requirements, and redaction	3.1.3		
Meta-data capabilities	3.1.4		
Automatically assign meta-data from scanned documents	3.1.5		
Support Library of Virginia records retention schedules	3.1.6		
Support the destruction of records that have reached their date of retention	3.1.7		
Support legal holds	3.1.8		
Create and manage file plans according to retention requirements	3.1.9		
Capable of managing record access	3.1.10		
Capable of audit logging and reporting	3.1.11		
Access to a log of security activity	3.1.12		

CONTENT MANAGEMENT	3.2		
Support content archiving	3.2.1		
Support de-duplication of data	3.2.2		
Allow bar codes to be placed on documents	3.2.3		
Support data discovery	3.2.4		
Tag content to support multiple requirements	3.2.5		
Taxonomy support	3.2.6		
Automatic document naming ability	3.2.7		

CONTENT RETRIEVAL/SEARCH	3.3		
Support easy retrieval of records information	3.3.1		
Support multiple methods for finding and searching of content	3.3.2		
Support enterprise search capabilities	3.3.3		
Support eDiscovery processes	3.3.4		
Allow all users to easily perform both simple, and complex, word and phrase searches	3.3.5		
Allow for proximity searches	3.3.6		
Support simultaneous searching on template fields (key fields)	3.3.7		
Display the results of searches	3.3.8		
Ability to sort search results by any indexed field	3.3.9		
Capability of printing a "hit list" of documents found	3.3.10		
Ability for side-by-side display of corresponding image and text pages	3.3.11		

CONTENT RETRIEVAL/SEARCH CONTINUED	3.3		
Provide a software scale to gray display for images	3.3.12		
Provide for the manipulation of documents with thumbnail views	3.3.13		
Provide annotation capabilities	3.3.14		

DATA CAPTURE	3.4		
Support multiple methods of data capture	3.4.1		
Support scanning	3.4.2		
Support OCR, ICR, OMR, and barcode technologies	3.4.3		
Scanning in either black and white, color, or in grayscale	3.4.4		
Work with most common scanning drivers	3.4.5		
Ability to display images as they are scanned	3.4.6		
Capable of automatic collation of double-sided pages	3.4.7		
Allow for scanning of batches of documents and individual documents	3.4.8		
Allow individual pages to be rescanned or added to an existing document	3.4.9		
Support multiple file formats for scanned documents	3.4.10		
Integrate with large format scanners	3.4.11		
Import common image format in both black and white and color	3.4.12		
Import and index common ASCII text files	3.4.13		
Allow printing of all imaged documents with or without annotations	3.4.14		
Printing documents (single page or range of pages)	3.4.15		
Print the same document concurrently	3.4.16		
Allow internal and external e-mailing of all imaged documents	3.4.17		
Allow for auto-page size detection	3.4.18		
Provide image enhancement capabilities	3.4.19		
Provide bulk scanning services of existing documents	3.4.20		

MAINTENANCE AND SUPPORT	3.5		
Achieve a 99% operational rate	3.5.1		
Designed to operate on a 24 x 7 schedule	3.5.2		
Software maintenance and support services	3.5.3		
Services in support of products provided	3.5.4		
Is remote access required from the County for the contractor to provide service levels noted	3.5.5		

PUBLIC ACCESS	3.6		
Usable via a public-facing, internet interface	3.6.1		
Able to select which content is and is not public facing	3.6.2		
Public facing content accessible on any browser platform	3.6.3		

BUSINESS PROCESS WORKFLOW			
	3.7		
Business process/document workflow capabilities	3.7.1		
Include standard processes such as approvals, workflows, out-of-office alternate routing, time-based escalation	3.7.2		
Queue management	3.7.3		
Graphical depiction of workflows	3.7.4		
Monitoring of workflows	3.7.5		

ENTERPRICS REPORTS MANAGEMENT			
	3.8		
Offer enterprise reports management	3.8.1		

ELECTRONIC FORMS CAPABILITIES			
	3.9		
Offer electronic forms capabilities	3.9.1		

MOBILE ACCESS			
	3.10		
Access content on any bowser platform	3.10.1		
Functions should be available on any browser platform	3.10.2		