



REQUEST FOR PROPOSALS TITLE PAGE

Hanover County, Virginia Purchasing Department

Proposal Title: GEOGRAPHIC INFORMATION SYSTEMS (GIS) GENERAL CONSULTING SERVICES

This is Hanover County's Request for Proposals No. 11-031802-2160TP, issued January 7, 2011. Direct requests for information to: Trena A. Ponton, Purchasing Office III, PH: (804) 365-6283; FX: (804) 365-6100; email: taponton@co.hanover.va.us. Sealed proposals will be accepted prior to 3:00 PM, February 18, 2011. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Department. 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 proposal by hand, by County staff in the Purchasing Department. 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. **Offerors are responsible for ensuring their proposals are stamped by Purchasing Department personnel prior to the deadline indicated. Proposals received after the stated due date and time shall not be considered.**

A Pre-proposal Conference will be held for this procurement on January 28, 2011 at 10:00am, in the Hanover County Purchasing and Human Resources Conference Room (PR/HR # 205), located in the Wickham Building, at 7497 County Complex Road, Hanover, VA 23069 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. 11-031802-2160TP**, P. O. Box 470, Hanover, VA 23069-0470 and to be assured consideration, **must be received prior to 5:00pm, January 31, 2011**, the County's next business day following the pre-proposal conference. Questions may be submitted by fax to 804-365-6100, or email to taponton@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.

Submit Proposals: **BY MAIL TO:**

County of Hanover, Purchasing Dept., Room 205, P. O. Box 470, Hanover, VA 23069-0470

BY HAND DELIVERY OR EXPRESS CARRIER TO:

County of Hanover, Purchasing Dept., Room 205, 7497 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.

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.

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 Bidder 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 Hanover County.

The bidder 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 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. 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 Bidder" 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 GENERAL INFORMATION

- 1.1 The County is soliciting proposals from qualified Offerors for general Geographic Information System (GIS) General Consulting Services on an as-needed basis. These services could include, but are not limited to, data conversion, general consulting, programming, survey monumentation, web site development and hosting, and software application development. The County's GIS program is based in the Information Technology Department and is structured as a centralized operation.
- 1.2 The County has implemented a GIS using Environmental System Research Institute (ESRI) ArcGIS Desktop and ArcGIS Server (Server Advanced Enterprise) software licensing. The County has seven concurrent ArcInfo desktop software licenses for data editing. Data editing, which is done using versions, is performed by staff in GIS, Public Utilities, Public Works, and the Commissioner of the Revenue offices. The County has 13 ArcView concurrent software licenses that provide GIS data access to 42 desktops that require ArcMap level functionality. The County uses several ArcGIS software extensions, including 3D Analyst, Maplex, Network Analyst, Publisher, and Spatial Analyst. GIS user desktops run under the WindowsNT and Windows7 operating system platform. The County has implemented GIS intranet web sites using ArcIMS and ArcServer (Flex) technology to provide GIS data access to all County staff on the network that require view or basic query functionality. These web applications have been developed in ArcServer and using a third party software Freeance.
- 1.3 The County is in the process of implementing a new GIS sever that will incorporate the two existing GIS servers. The new server will be virtualized to take advantage of additional resources. This virtualization will include establishing a development/staging environment separate from the production environment and a virtual environment for the Sql database. The County has acquired an ESRI Developer Network (EDN) license for development operations. The new server will run under the Windows Server 2008 operating system and will have the latest version of ArcGIS software (10.x). In conjunction with this initiative ArcGIS version 10.x software will be installed for all staff using ArcGIS Desktop software products. The various web-based Freeance ArcIMS applications that have been developed will also being converted to Freeance ArcServer, so that ArcIMS will no longer be used.
- 1.4 The County has developed numerous GIS data layers, including but not limited to, planimetric data features (buildings, topography (4' contours), water features, tree lines, etc.), tax parcels, street addresses, street centerlines, street names, towers, public utilities (water and sewer), public works (stormwater, watersheds, flood plains, aviation related), points of interest, zoning, historic/environmental, demographic, comprehensive plan land use, and district based data layers. Each of these data layers has various attributes associated with them. The County also has several digital orthophotography data sets. With implementation of the new GIS server, the County will convert its GIS data to a Microsoft SQL Server 2008 relational database management system (main and orthophotography databases).
- 1.5 Certain GIS attribute data is downloaded on a regular basis for integration into other Management Information System applications running on the County's IBM AS/400 computer system, including data for building permits, utility billing, work order management, code enforcement, plan of development review, E-911 dispatch, and sheriff incident reporting. As part of this programmatic data integration data is also downloaded from AS/400 databases, linked to pertinent GIS features, and incorporated into various GIS applications available to County staff and the public.
- 1.6 The County has developed an internet GIS web site. The web site, which was developed using ArcIMS software, is hosted by a private company under contract with the County. A standard maintenance contract has been entered into with the contractor, which includes hosting services, monthly data updates, and general upkeep of the web site. The County does not receive web site usage reports at this time, but it is estimated that the web site processes over 500,000 transactions each month, including over 50,000 data queries. The web site is presently being redesigned using ArcServer technology. The County provides selected data layers that have been updated to the contractor on a monthly basis. The web site is continually monitored by the contractor to ensure it is operational.
- 1.7 In 2007 the County began implementation of a survey monumentation program that was intended to establish a dense array of physical monuments across the suburban portions of the County. This was the first year of a planned five year effort. After the first phase of the project was completed funding was lost due to the economic downturn. The County intends to re-establish the program when funding becomes available. A monumentation document has been developed that identifies the existing conditions.
- 1.8 The County reserves the right to award contracts from this solicitation to one or more Offerors. Offerors may submit a proposal on any or all technologies.

2.0 SCOPE OF SERVICES

2.1 The scope of services consists of GIS General Consulting Services:

- 2.1.1 The County is seeking a qualified consultant or consultants to assist in providing general GIS consulting services. The following tasks represent projects or technologies that may be included under this contract, but should not be considered as all inclusive of the potential projects that the County may request the contractor work on. In their response, contractors should demonstrate that they have the experience and qualifications to assist the County in the specific projects noted and with the general technology that each project includes.
- 2.1.2 Write programs and applications using Python, SQL, ArcServer (Flex or Silverlight), or other programming languages as necessary. Specific programs and applications will be identified by the County, but examples include: enhancing data maintenance and editing; integrating GIS to other County applications; intranet/internet web application or site development; development of custom tools and queries; and plotting maps. Provide training for the County staff in the use of the various programming languages noted above, as well as pertinent training on ArcGIS Desktop (including extensions) and ArcServer. Develop training manuals and reports as needed.
- 2.1.3 Assist the County in various data conversion, data updates, or data development projects, including, but not limited to all data layers noted in item 1.4 under General Information above. This may include development of new data layers, attributes fields, data models, digital orthophotography, and oblique imagery. Some of these data development projects may require the use of global positioning system technology.
- 2.1.4 The contractor(s) selected may be asked to assist with and/or to provide GIS intranet and/or internet web site development, hosting, maintenance, and data update services for the County's GIS intranet/internet web site utilizing ArcServer (Flex, Silverlight, or other programming interface) technology. These services may include enhancements to the existing GIS intranet/internet web sites, including, but not limited to developing new applications, incorporating new data layers and functionality for users, and providing web site usage reports.
- 2.1.5 The selected contractor(s) will assist the County with research, development, and implementation of new GIS and related technology initiatives and applications, including, but not limited to mobile, sharepoint, NG911, and LIDAR. The County is planning to upgrade many of its aging management information systems in the near future. As these systems are enhanced the selected contractor may be asked to assist the County with integrating GIS technology to these new systems.
- 2.1.6 The selected contractor(s) will assist the County with implementation of its global positioning system survey monumentation program. The program includes the establishment of survey monuments using established specifications for physical and horizontal/vertical control as determined by the County and the selected contractor. The contractor selected shall have the necessary qualifications and licenses to install survey monuments in Virginia and shall provide documentation reports to the County as the monumentation network is developed.
- 2.1.7 The potential contractor(s) will be asked to provide detailed documentation on all job tasks or projects assigned by the County, upon completion of the job task or project. In addition to providing detailed documentation, the County may also require that the contractor provide on a regular basis, a detailed Progress Report and Timeline for any projects or job tasks agreed upon by the contractor and the County.

- 2.2 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.

3.0 PROPOSED SCHEDULE OF IMPLEMENTATION

Schedule of Items

Issue Request for Proposal
Pre-Proposal Conference
Proposals Due Prior to 3:00pm
Interview Notice to Short-listees
Discussions with Selected Offerors
Contract Negotiations
Award of Contract

Date

January 14, 2011
January 28, 2011 @ 10 a.m., located in the HR/PR Conference Room
February 18, 2011 in the Hanover County Purchasing Department
March 4, 2011 (tentative)
March 14-18, 2011 (tentative)
April 1-15, 2011
April 15, 2011 (anticipated)

4.0 **PROPOSAL RESPONSE**

4.1. **Submission Requirements**

4.1.1 One **original hard copy**, so marked, and 4 copies, so marked for a **total of 5 copies** of your proposal documents is required. **Submissions of the 4 copies may be in the form of a "pdf file" on "disk/usb"**. Submit proposals 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.

4.1.2 *Use of Information and Documents*

The County and its officials, employees and agents will copy 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.

4.1.3 *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.

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

4.1.5 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.

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

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

4.2. Format and Content

- 4.2.1 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 non-responsive.
- 4.2.2 Offerors should organize their proposals using the following format:

Each Offeror is limited to a submission of 24 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 will not be counted as part of the page number requirements and any other required documentation such as insurance and other applicable certifications.

4.2.2.1 *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. **Offerors shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.**

4.2.2.2 *Project Methodology*

Provide a complete description of services proposed to satisfy the requirements identified in this solicitation. The proposal shall document the ability of the contractor to allocate staff resources to work on prospective projects. The Offeror shall document their specific qualifications as they relate to the general projects types noted in this proposal. Documentation of similar projects as those identified in this proposal that have been worked on by the Offeror should be included.

4.2.2.3 *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 GIS General Consulting Services. 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.

4.2.2.4 *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.

4.2.2.5 *Fees for Services*

Fees for services shall be stated in United States Dollars (USD). Provide a list of hourly rates for all personnel proposed to be assigned work under this contract, including a listing of subcontractor hourly rates. Provide a list of other charges and all other anticipated costs and/or fees that might be reasonably incurred completing the tasks identified above, including computer time charges and travel related expenses.

- 4.2.2.5.1 When identifying fees and rates, the County expects the following to be included in its contracts:

- 4.2.2.5.1.1 The County does not allow mark-ups on reimbursable expenses, including fees charge by sub-consultant(s).

4.2.2.5.1.2 Job classifications and fixed hourly rates are to be those of based on the contract fees and hourly rates. Listing of fees for extra services desired but “ranges” will not be accepted.

4.2.2.5.1.3 Known sub-consultant’s fees and hourly rates are to be included.

4.2.2.6 *Insurance*

4.2.2.6.1 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.

4.2.2.6.2 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.

4.2.2.7 *Other Information*

4.2.2.7.1 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.

4.2.2.7.2 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.

5.0 **CRITERIA FOR PROPOSAL EVALUATION**

Criteria to be utilized in evaluating proposals are:

5.1 Offeror

5.1.1 Overall qualifications and experience of the firm, project team and any subcontractors, including previous experience in providing these services.

5.1.2 Information supplied by references.

5.1.3 Contract language and agreements required, including exceptions to the County's standard contract form and General Terms and Conditions.

5.1.4 Quality and specificity of proposal response.

5.2 Methodology and Process

- 5.2.1 General proposed methodology for completion of projects similar to those identified in this proposal.
- 5.2.2 Specific qualifications of offeror project team related to general project types identified in this proposal.
- 5.2.3 Availability of support services (e.g., phone support, web pages, on-site & on-line meetings) when needed.

5.3 Price

- 5.3.1 Proposed cost of services (hourly rates of pertinent job titles + ancillary fees (travel, etc.)).

5.4 Response Capability

- 5.4.1 Demonstrated ability for completing projects on time and within budget and provide favorable response time to project schedules, requirements for reviews, reports, meetings with staff and regulating agencies and commitment to priority for County projects assigned.

6.0 METHOD OF AWARD

- 6.1 The County reserves the right to make multiple awards pursuant to this solicitation. The County shall engage in individual discussions with two or more Offerors it deems to be fully qualified, responsible and suitable on the basis of initial responses and with emphasis on competence to provide the required services, including price if so stated in the Request for Proposals. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed contract, as well as alternative concepts. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. At the conclusion of discussions, on the basis of the evaluation factors published in the Request for Proposals and all information developed in the selection process, the County shall select the Offeror(s), 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.

7.0 GENERAL TERMS AND CONDITIONS

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

7.1 Certifications

- 7.1.1 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.
- 7.1.2 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.

7.2 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.

7.3 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.

7.4 Withdrawal of Proposals

- 7.4.1 An Offeror may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.
- 7.4.2 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.

7.5 Contractor Registration/County Licensure

- 7.5.1 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.

7.6 Contract Term, Renewal, Price Escalation and Termination

- 7.6.1 The initial term of this contract shall be one year from the date of the contract, with the option to renew for four additional one year periods, upon mutual consent of the parties to the contract. **Prices submitted by the Bidder shall remain firm for the initial term of the contract.**
- 7.6.2 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.
- 7.6.3 The Contractor shall give the County Purchasing Department written notice of its intention to terminate the contract, **or not to renew the contract**, at least 60 days prior to the proposed termination or renewal date of the Contract. See Sub-Paragraph 7.6.4 and 7.6.5 following for the County's termination provisions.
- 7.6.4 Unless otherwise stated, 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 at least five days prior to the stated termination date. 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.
- 7.6.5 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.

7.7 Ownership of Documents

- 7.7.1 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.
- 7.7.2 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.

7.8 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.

7.9 Royalty And License Fees And Copyright, Trademark And Patent Protection

- 7.9.1 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.
- 7.9.2 Unless specified otherwise in the CONTRACT, the Offeror shall pay all royalty and license fees relating to the items covered by the contract.
- 7.9.3 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 Contractual Provisions Included Pursuant to Statutes

7.15.1 *Nondiscrimination and Drug-Free Workplace*

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

- 7.15.1.1 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.
- 7.15.1.2 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.
- 7.15.1.3 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.
- 7.15.1.4 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.
- 7.15.1.5 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.

7.15.2 *Payments To Subcontractors*

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

- 7.15.2.1 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:
 - 7.15.2.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to this Contract, either:
 - 7.15.2.1.1.1 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
 - 7.15.2.1.1.2 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.

- 7.15.2.2 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.
- 7.15.2.3 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.
- 7.15.2.4 The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the County.
- 7.15.2.5 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.

7.15.3 *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.

7.15.4 *Ethics in Public Contracting*

- 7.15.4.1 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.
- 7.15.4.2 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.

7.15.5 *Employment of Unauthorized Alien*

The Consultant 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.

7.16 Indemnification

To the fullest extent permitted by Commonwealth of Virginia law, the Consultant shall indemnify and hold harmless the County and its officials, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from this CONTRACT, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent acts or omissions, recklessness or intentionally wrongful conduct of the Consultant, any Subcontractor, any persons or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable.

7.17 Audit

- 7.17.1 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.
- 7.17.2 There shall be no fees or costs charged to the County by the Contractor for any such audit activities.
- 7.17.3 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.

7.18 Faith-based Organizations

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

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

- 7.19.1 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.
- 7.19.2 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.
- 7.19.3 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.
- 7.19.4 Any business entity described 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.
- 7.19.5 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.

7.20 Extension of Contract Term

The County Purchasing Department, 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.

8.0 GENERAL OPERATION OF "AS NEEDED" TERM CONTRACT

- 8.1 When work is needed pursuant to any contract awarded as an "as needed" basis, the County will, at its discretion, contact one or more of the Consultants awarded such contracts and provide the Consultant(s) information about the proposed "Task". The same information shall be provided to each Consultant contacted. The County shall, in a "Task Description", describe the proposed scope of work, time allowed the Consultant to respond, date the work should be completed, required deliverables, information and/or resources to be provided by the County, the County contact person and any other information the County deems pertinent to the task.

- 8.1.1 Once the Consultant receives the Task Description, each Consultant interested in receiving the Task assignment shall submit a response to the designated contact person within the time allotted. The Consultant's response shall include all information requested by the County, including, but not limited to, the Consultant's statement of the scope of work, proposed fee to complete the work, date work will be completed and list of deliverables.
- 8.1.2 After the deadline for responses, the County may negotiate the scope of work, fee, schedule and deliverables with each Consultant who submitted a timely response and assign the task to that Consultant who, in the opinion of the Deputy Director of Public Utilities, submitted the best and most responsive proposal for the task to be assigned.

9.0 SPECIAL TERMS AND CONDITIONS

- 9.1 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.

ISSUED BY: Trena A. Ponton, CPPB
Purchasing Officer III
Hanover County Purchasing Department
P. O. Box 470, Room 205
Hanover County, Virginia 23069-0470
Phone: (804) 365-6283
Facsimile: (804) 365-6100
Email: taponton@co.hanover.va.us
Website: www.co.hanover.va.us

APPENDIX A
SAMPLE FORM CONTRACT

REQUEST FOR PROPOSALS NO. 11-031802-2160TP
GEOGRAPHIC INFORMATION SYSTEMS (GIS) GENERAL CONSULTING SERVICES
HANOVER COUNTY, VIRGINIA

CONTRACT

THIS CONTRACT is entered into _____, 2011, by HANOVER COUNTY, a political subdivision of the Commonwealth of Virginia, (the County), and _____, (the Contractor), located at _____, PH: (xxx) xxx-xxxx.

The parties agree that in consideration of the attached fee schedule, the Contractor will perform all services and deliver all goods in accordance with the requirements described in this solicitation number 11-031802-2160TP dated January 7, 2011, including Addendum __ dated _____, 2011. The initial term of this contract shall be through _____, 2011 through _____, 2012 with the option to renew for four additional one year periods, upon mutual consent of the parties to the contract

Contract documents, in addition to this CONTRACT and Hanover County solicitation number 11-031802-2160TP are Attachment A – Contractor’s Scope of Services, Attachment B – Fee Schedule, Insurance and the proposal documents of the Contractor dated _____, 2011.

Goods, services, labor and materials shall be provided in accordance with the contract documents. The County agrees to make payment to the Contractor for goods and services provided, as follows: Payments shall be made within 30 days of receipt of an approved invoice following completion and acceptance of the work by the County.

The Contractor shall have in force at least the following insurance coverage during the performance of services under this CONTRACT:

- a. Workers' Compensation covering Contractor’s employees as required by Virginia law and Employers' Liability with limits as follows:
 - (1) Each Accident: \$ x,000,000.00
 - (2) Disease - Policy: \$ x,000,000.00
 - (3) Disease - Each Employee: \$ x.000,000.00
- b. Commercial General Liability with limits as follows:
 - (1) General Aggregate: \$ x,000,000.00
 - (2) Products - Comp/Op Aggregate: \$ x,000,000.00
 - (3) Personal & Advertising Injury: \$ x,000,000.00
 - (4) Each Occurrence: \$ x,000,000.00
 - (5) Medical Expense: \$ x0,00.00
 - (6) Fire Damage: \$ x,000.00
- c. Comprehensive Automobile Liability with limits as follows:
 - (1) Combined Single Limit: \$ x,000,000.00
- d. Umbrella/Excess Liability: \$ x,000,000.00
- e. Other: \$ x,000,000.00

This CONTRACT is the complete agreement between the parties and may not be altered except by written memorandum signed by the parties.

The signatures and seals of the parties are set out below in acknowledgment of this agreement.

HANOVER COUNTY

Date

By: _____(SEAL)
Alan Wright, Purchasing Director

NAME OF BUSINESS

Type of Business (Corporation, Partnership,
Sole Proprietor)

State of Organization/Incorporation

Date

By: _____(SEAL)
Signature

Typed or Printed Name

Title

FEE SCHEDULE FOR THE CONTRACT

Name:
Address:
Phone:
Facsimile:

Contact:
Email:
Phone:
Facsimile:

INSERT FEE TABLE: