

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
March 17, 2010**



REQUEST FOR PROPOSAL #10-9991

SERVICE ORIENTED ARCHITECTURE (SOA) SOFTWARE

DUE: April 20, 2010

*Request For Proposal Prepared By
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Senior Contract Officer
Purchasing Department
www.chesterfield.gov/purchasing*

1.0 PURPOSE

- 1.1 The purpose of this Request For Proposals is to establish a contract to implement a core technology in the form of a Service Oriented Architecture (SOA) management tool for the Chesterfield County Information Systems Technology (IST) Application Services Group.
- 1.2 SOA is an application topology in which the business logic of the application is organized in modules (services) with clear identity, purpose and programmatic access interfaces. When properly executed, the SOA software offers a means by which we can cut down on the time it takes to perform data integration of disparate systems as part of the development process thereby saving significant development time and revenue. The SOA software will also allow us to manage the hundreds of services we anticipate creating.

2.0 GENERAL TERMS AND CONDITIONS

2.1 Proposal Submission Information

Submittals, in one **(1) original, seven (7) paper copies and eight (8) CD copies** marked **"Service Oriented Architecture (SOA) Software"** will be received no later than **5:00 P.M.**, Local Time Prevailing, on **April 20, 2010**, in:

Chesterfield County Purchasing Department
Room 118, 1st Floor of the 3-Story building adjacent
to the 5-Story Administration Building
9901 Lori Road
Chesterfield, Virginia 23832-0001
Monday-Friday, 8:30 a.m. – 5:00 p.m.

2.2 Express Delivery Service

Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**

2.3 RFP Delivery Identification

Mark outside of envelope with **RFP #10-9991** and proposal subject, **"Service Oriented Architecture (SOA) Software"**.

2.4 Missed Deadlines

Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 2.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.

2.5 County Closure

In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-proposal meeting and/or receipt of

proposals, the pre-proposal meeting and/or published due date will default to the next open business day at the same time.

2.6 **Disability**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.

2.7 **Competition**

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County reserves the right to award in part, in whole, and/or to award to multiple contractors, or to reject any or all proposals received. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.

2.8 **Signature Sheet**

Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.

2.9 **RFP Process**

Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.

2.10 **Award Information**

For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/purchasing

2.11 **Proprietary Information**

Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Proposals not in compliance with section 2.2-4342 F will be subject to disclosure.

2.12 Total Quality Improvement Initiative

In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Request for Proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative.

The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. The County's organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

2.13 The County's Definition of Total Quality Improvement

TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.

2.14 Chesterfield County's TQI Mission Statement

Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.

2.15 Commitment to Diversity and Chesterfield Businesses

Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interests is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

Minority-Owned Business (MOB) – a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia 2.2-4310*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

2.16 Cooperative Procurement (Use of this contract by other public bodies)

This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 of the Virginia Public Procurement Act (VPPA). Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, 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 Chesterfield County contract. Chesterfield 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.

2.17 Non-Appropriation

The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.

2.18 Choice of Law and Venue

Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the contractor, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.

2.19 Termination

It shall be the sole right of the County, to terminate any contract upon written notification to the Contractor.

2.20 Modification

The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of this Contract.

2.21 Nondiscrimination Clause

In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
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.
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.

B. The Contractor shall 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.

2.22 Right To Audit

Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

2.23 Insurance

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a Certificate of Insurance, naming Chesterfield County as additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation: Statutory Limits
2. Employer's Liability: \$100,000 Each Accident; \$100,000 Disease Per Employee; \$500,000 Disease Policy Limit
3. General Liability: \$1,000,000 Per Occurrence; \$2,000,000 Products/Completed Operations and Aggregate
3. Automobile Liability: \$1,000,000 CSL
4. Umbrella Liability: \$1,000,000 Each Occurrence
5. Professional Liability: \$3,000,000 Per Occurrence and \$3,000,000 Aggregate

The Contractor shall be responsible for maintaining current certificates of insurance on file with the County, and the Insurance Company shall be responsible for notifying the County thirty (30) days prior to the expiration, cancellation, non-renewal or material change in the coverage.

2.24 Instructions Regarding Insurance Certificates

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

- A. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County** as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**Description**" where the language may be inserted as follows:

**Chesterfield County is additional insured or that
Chesterfield County is additional insured with respects to General
Liability; and/or Umbrella Liability policies.**

- B. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County."

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives' OR In lieu of modifying the cancellation clause, Chesterfield County may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.

- C. The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB/RFP #

- D. Certificate of Insurance must be signed.

2.25 Drug Free Workplace

During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees
- B. 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

- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

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 any controlled substance or marijuana during the performance of the contract.

2.26 Environmental Management

Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804) 717-6531.

2.27 Faith-based Organization

Chesterfield County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1.

2.28 Finance Charges

Chesterfield County will not pay any finance charges imposed on any invoices submitted by the contractor relative to this RFP.

2.29 Contractor Background Checks

In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.

2.30 Sensitive Information Handling

Any information in the possession of the county/schools which is specific to a student, citizen, county/school business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other

means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology / county Information Security Manager and Chief Information Officer or designees.

2.31 Precedence of Terms and Conditions

Any and all Special Terms and Conditions contained in this Request for Proposal that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Terms and Conditions, then the General Terms and Conditions shall prevail in their entirety.

2.32 Vendor Rewards/Gift Programs

It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

2.33 Illegal Aliens

In accordance with the *Code of Virginia*, Section 2.2-4311.1, the Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

2.34 Addenda

Any changes or supplemental instructions to this Request for Proposal shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at www.chesterfield.gov/purchasing. Each offeror is responsible for determining that all addenda issued have been received. All addenda so issued shall become part of the RFP and any resulting contract documents.

3.0 SPECIAL TERMS AND CONDITIONS

3.1 Proposal Submission Instructions

In order to facilitate the analysis of responses to this RFP offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal response so that it contains individual tabs/sections detailing proposed services.

- A. Offerors responses should be prepared as simply as possible with straightforward, concise descriptions of the capabilities to satisfy the requirements of this RFP.
- B. Expensive bindings, color displays, promotional materials, demo CDs etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All

information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Chesterfield County.

- C. Chesterfield County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

3.2 Detailed Submittal Format

- A. Introduction letter, signed signature page and addenda acknowledgement, if applicable.
- B. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the Proposal Team including name, address, telephone number and e-mail address.
- C. A detailed description of the services to be provided which addresses each of the topics listed in **Section 5, Scope of Services**. Clearly state your ability to meet or exceed the requested services.
- D. Statement of Qualifications and Capacity of firm to provide software required. The offeror should include a description of the organizational and staff experience as it relates to meeting the County's needs to include experience administering similar contracts for government entities. The response should address firm's size; structure, number of years in business.
- E. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.

3.3 Ownership

All rights and ownership of the work completed during the performance of the resulting contract shall become the sole property of Chesterfield County without future usage restrictions of any kind.

3.4 Litigation Disclosure

For any open litigation within North America, the offeror shall list and describe that activity if the offeror or their utilized partner(s) / subcontractor(s) are a party to that litigation.

3.5 Prime Contractor Responsibilities

Offerors may propose software that is provided by others, but any software proposed should meet all of the requirements of this RFP. If the contractor's proposal includes services provided by others, the contractor shall be required to act as the prime contractor for all such items and shall assume full responsibility for the procurement, delivery and quality of such services.

3.6 **Warranty**

The Contractor should warrant that Software proposed shall be substantially free from errors. Subsequent contract should conform to the requirements set forth in this RFP. Contractor should also warrant that the services performed by the Contractor shall be performed in a timely and professional manner by qualified personnel. Contractor should respond to requests for warranty service within four hours and should remedy any programming errors, defects, or breach of warranty as soon as practicable and with minimal down-time at no charge. The warranty should remain in effect for a minimum of one year after the date of final acceptance of the software. In the event that the software, in whole or in part, does not perform in accordance with the contractual requirements, the contractor should promptly, and in no case any later than twenty-four (24) hours after notification thereof, correct, modify, or improve the software, at the contractor's sole expenses, to ensure that the Software complies with the software availability and response standards and software requirements set for in this RFP. The failure of the software or any part of it to meet these standards and requirements set following such a correction, modification, or improvement may constitute a default by the contractor. In the case of any dispute involving the software, the contractor should have the burden of proving that the software meets all standards and requirements. In the event the software is inoperable, the contractor should immediately apply the necessary resources to correct the problem.

The Contractor agrees to correct any program error (bug) found in the software for a period of one (1) year from the date of acceptance without additional cost to the County. Software upgrades are to be documented and referred to Chesterfield County staff for later review with the Contractor for a price estimate.

3.7 **Severability**

If any clause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the validity of any other clause or provision shall not be affected and the remainder of this document between the parties shall remain in full force and effect. Each of the provisions shall be enforceable independent of any other provision and independent of any other claim or cause of action.

3.8 **Time is of the Essence**

Time is of the essence in completion of this project. The contractor is expected to complete the project within the timeframe proposed unless the timeframe is changed by mutual agreement, in writing.

3.9 **Renewal of Contract for Maintenance**

The resulting contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- A. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase/decrease of Table 4 "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

- B. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase/decrease of Table 4 "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

3.10 Negotiating Contract Reductions

The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the contractor a reduction in the compensation paid to the contractor that is less than the compensation initially agreed to by the contractor and the County at the time of contract execution. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of the contract, the County may terminate the contract immediately and without penalty if the County is unable to renegotiate the compensation with the contractor to an amount which the County determines to be appropriate.

3.11 Termination for Convenience

Chesterfield County shall have the right to terminate at Chesterfield County's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced, and data collected shall become the property of Chesterfield County.

3.12 Release of Data

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of Chesterfield County, which approval Chesterfield County shall be under no obligation to grant.

3.13 Non-endorsement

By the selection of a Contractor to supply products and / or services to Chesterfield County, the County is neither endorsing the products or services, nor suggesting that the product is the best or only solution. The Contractor agrees to make no reference to Chesterfield County in any literature, promotional material, brochures, sales presentation or the like without the express written consent of Chesterfield County.

3.14 Third Party Software

Chesterfield County will accept proposals that include third party software only if the Contractor agrees to act as prime contractor and guarantor for all proposed equipment and software. Contractor must disclose the use of any third party software and indicate willingness to assume prime contractor responsibility.

3.15 Necessary Ancillary Software

Unless specifically exempted by the terms of the RFP, all software, including language compilers, middleware, database interfaces, and system management tools, ordinarily furnished or prudently

required to make the proposed software product a complete functioning system when installed on County's computers and operating systems shall be furnished by the Contractor, at no additional cost to Chesterfield County.

3.16 **Software Protection**

The Contractor must be willing to insure "software protection" in the event the supplier quits doing business. This may be accomplished by using one of two options:

Option A: A copy of the software source code will be supplied to Chesterfield County. The supplier also agrees to keep the source code current with each new product release or update.

Option B: The software source code will be held in escrow, with Chesterfield County having full rights to all codes in the event the supplier ceases doing business, or no longer supports the system.

4.0 **BACKGROUND**

4.1 The platform used for application development is Web (ASP.NET) w/ AJAX. In cases where a rich internet application (RIA) has been chosen as the appropriate application architecture, Silverlight is used. All data is accessed through a service layer using both dedicated application services and shared enterprise services. All service development is done with WCF hosted in IIS, including AJAX services. Application facing services are hosted on a separate application server from the Web server. AJAX Web services are hosted on the same Web server as the Web UI portion of the application. WCF services are configured with WSHttpBinding by default. SQL Server may be used as well as Oracle. Server platforms are Microsoft Windows Server. Visual Studio Team System is the standard development environment.

5.0 **SCOPE OF SERVICES**

5.1 SOA management software required should perform the following services:

- A. Provide a planning, development, consumption, policy, and operational governance platform for metadata management and governance process automation.
- B. Provide an interface to govern and manage business processes, service candidates, source (i.e., existing) system capabilities and other planning information as appropriate throughout the service planning lifecycle.
- C. Support adding artifact data such as business process models, service requirement documents, system documentation, etc.
- D. Provide an interface to govern and manage consuming (i.e., planned) system capabilities and other planning information as appropriate throughout the service planning lifecycle.
- E. Provide a workflow process for contract (policy, SLA, access rights, access times) negotiation to manage and enforce consumer / provider relationships.
- F. Provide ability to find services using several search mechanisms such as keyword search, taxonomy search, model-based search and other advanced searching mechanisms.

- G. Provide ability to restrict access for sensitive artifacts based on user roles.
- H. Provide a toolkit or SDK that can be used by consumers to dynamically bind to service endpoints as well as ensure that the messages comply with the policy enforced.
- I. Provide a centralized policy definition point to define and manage policies enforced at runtime.
- J. Product should generate audit records to show that centrally defined policies have been enforced.
- K. Provide registry based contract based management between Provider and Consumer Services that allows for Closed Loop Governance.
- L. Provide real-time performance and usage monitoring of services without incurring significant network load.
- M. Product should be able to dynamically manage services to ensure compliance to QoS standards.
- N. The operational governance platform should provide all common security authentication and authorization capabilities.
- O. Provide reporting capabilities on the service governance activities, reuse and ROI.
- P. Support the following platforms:
 - Windows
 - AIX
- Q. Support the following databases:
 - MS SQL
 - Oracle
- R. Support Active Directory Integration
- S. Provide multiple UI's to access information based on User's role and associated requirements.
- T. Supports SOA Federation for sharing services across technology, organization, administrative and security boundaries.
- U. Supports Identity Federation for enabling the portability of identity information across autonomous security domains.

5.2 Offerer should perform the following services:

- A. Offeror should identify and provide required setup and training.
- B. Offeror may be required to provide an on-site demonstration of system functionality.
- C. Offeror should specify any required 3rd party software.

6.0 INFORMATION SECURITY REQUIREMENTS

6.1 Personnel Clearance:

- A. The offeror should identify system features or practices that evaluate all internal or sub-contracted positions for appropriate clearance levels of security sensitivity.
- B. The offeror should perform an employment and/or FBI background check on employees and sub-contractors that will be involved in direct support of the data and processes associated with the business solution/system.
- C. The offeror should identify system features or practices that restrict access until new employees or sub-contractors complete a successful background screening process.
- D. The offeror should identify system features or practices that separate duties among staff performing key functions which if not separated may create security collusion or other social engineering risks.

6.2 Access Control:

- A. The offeror should identify system features or practices that use least privilege when restricting access.
- B. The offeror should identify system features or practices that maintain a responsible process for provisioning and de-provisioning employees and sub-contractors.
- C. The offeror should identify system features or practices that ensure user accountability for actions performed under their credentials.
- D. The offeror should identify system features or practices that take precautions to ensure the business solution/system meets all applicable related federal, state, and local laws, regulations, policies, guidelines, and standards (i.e., HIPAA, PCI, etc.).

6.3 Privacy & Compliance:

- A. The offeror should identify system features or practices that ensure privacy of sensitive data associated with the business solution/system throughout the entire lifecycle of a data transaction, including, but not limited to, data entry or data collection, data manipulation, data reporting or publishing, data transfer or transmission, data storage, and data disposal.
- B. The offeror should identify system features or practices that implement safeguards against information leakage while data is stored or transmitted.
- C. The offeror should identify system features or practices that ensure security of data from unauthorized remote access and secure methods for authorized remote access.
- D. The offeror should identify system features or practices for transport or mailing of sensitive media or sensitive printed output.
- E. The offeror should identify system features or practices that control the storage, handling, and destruction of media and output identified for disposal.

6.4 Business Continuity & Incident Management:

- A. The offeror should identify system features or practices associated with data processing facility(ies) responsible for or associated with operation of the business solution/system and provide sufficient system protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.
- B. The offeror should identify system features or practices that maintain and test contingency plans.
- C. The offeror should identify system features or practices related to information security incident response capability.
- D. The offeror should identify system features or practices that establish procedures for responding to an incident.
- E. The offeror should identify system features or practices for incident response notification policy for timely reporting and response to an incident.

6.5 Information Security Administration & Operations:

- A. The offeror should identify system features or practices that demonstrate use of highly qualified staff for information security management, operations and administration (i.e., require CISSP, CISM, certifications for Information Security Staff, etc.)
- B. The offeror should identify system features or practices that provide adequate operations support, information security auditing and monitoring.
- C. The offeror should identify system features or practices that conduct testing with test or fictitious data.
- D. The offeror should identify system features or practices that provide adequate change control processes.
- E. The offeror should identify system features or practices that demonstrate a policy and procedure for emergency software fixes and patches.
- F. The offeror should identify system features or practices that provide software escrow assurance.
- G. The offeror should identify system features or practices that install and run software for continuous detection and elimination of viruses.
- H. The offeror should identify system features or practices that provide system reconciliation methods to ensure consistency and accuracy of data.
- I. The offeror should identify system features or practices that use performance monitoring tools to ensure business solution/system availability.
- J. The offeror should identify system features or practices that provide workforce information security awareness training.

- K. The offeror should identify system features or practices that utilize strong password management controls and authentication methods for access to this business solution/system.
- L. The offeror should identify system features or practices that provide adequate access control methods to restrict access using principles of least privilege, separation of duties, and assignment of security roles or groups, with methods to assign appropriate membership.
- M. The offeror should identify system features or practices that limit security administrator and system administrator access only to those persons in those job functions.
- N. The offeror should identify system features or practices that activate audit trails and audit logs for monitoring and auditing purposes.
- O. The offeror should identify system features or practices that document security architecture, security administration procedures and technical controls.
- P. The offeror should identify system features or practices that provide offeror remote access for implementation support, troubleshooting, and ongoing production support.
- Q. The offeror should identify system features or practices that ensures compliance with information security industry best practices (such as NIST800-53) that specifically address control areas to include, but not limited to:
 - 1. Access Control
 - 2. Awareness and Training
 - 3. Audit and Accountability
 - 4. Security Assessment and Authorization
 - 5. Configuration Management
 - 6. Contingency Planning
 - 7. Identification and Authentication
 - 8. Incident Response
 - 9. Maintenance
 - 10. Media Protection
 - 11. Physical and Environmental Protection
 - 12. Planning
 - 13. Personnel Security
 - 14. Risk Assessment
 - 15. System and Information Integrity
 - 16. Program Management

7.0 EVALUATION CRITERIA

- 7.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria will be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

- A. Ability to execute required functionality specified in "Scope of Services"
- B. IDE integration and ease of use

- C. Ease of Administration
- D. Stability of Product and Firm
- E. Scalability / Partitioning / Redundancy
- F. Technology landscape fit
- G. Collaboration and notifications
- H. Total Solution Cost
- I. Industry and enterprise standards compliance

8.0 AWARD PROCEDURE

- 8.1 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 Proposal, including price if so stated in the Request for Proposal. 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 award the contract to that offeror. 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.

9.0 REFERENCES

- 9.1 All offerors shall include a list of a minimum of three (3) references, from similar projects/contracts completed/held within the last five years, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include client's name and contact person's email address and phone number for each reference provided.
- 9.2 References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

10.0 INQUIRIES

- 10.1 Any questions which may arise as a result of this solicitation may be addressed to Delores B. Ingram, Senior Contract Officer, at (804) 748-1930 or by email to purchasing@chesterfield.gov. Inquiries must be received at least 7 business days prior to the due date in order to be considered. Contact initiated by an offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

11.0 PRICING SCHEDULE

11.1 Offerors are required to submit a cost proposal in accordance with the following format as applicable:

Software Solution Costs	One Time Fee
Base SOA Software Cost	
Additional costs to meet the RFP requirements (list separately by item)	
Implementation Cost	

SUB TOTAL - SOFTWARE SOLUTION COSTS:

\$ _____

Maintenance and Support Costs	First Year
Software Maintenance and Support Cost (after the one year expiration of the warranty period).	
License Agreement	
Other	

SUB TOTAL - MAINTENANCE AND SUPPORT COSTS:

\$ _____

**TOTAL OF SOFTWARE SOLUTION COSTS AND
MAINTENANCE AND SUPPORT COSTS:**

\$ _____

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #10-9991**.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm 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 Chesterfield, 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 persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, 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 Chesterfield. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

Complete Legal Name of Firm: _____

Address: _____

Federal Tax ID Number: _____

Signature of Authorized Representative: _____

Typed Name and Title: _____

Please provide the primary contact person for questions and concerns relative to this project:

Contact Name and Title: _____

Phone: (____) _____ **Fax:** (____) _____ **Email:** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting proposals will receive equal consideration.

Minority-Owned Business: Yes _____ No _____

Women-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____