

HANOVER COUNTY & HANOVER COUNTY SCHOOL BOARD
REQUEST FOR PROPOSALS # 15-03-2384SR

Issue Date: August 1, 2014

Title: Financial and Payroll-Human Resource System

Commodity Code: 20810 – Accounting/Financial Software

Issuing Department: Hanover County, Virginia
Finance and Management Services Department/Purchasing Division
P.O. Box 470/7496 County Complex Road
Hanover, VA 23069-0470

Location Where Work Will be Performed: Hanover County, Virginia
Finance and Management Services Department
7496 County Complex Road
Hanover, VA 23069

Period of Contract: From award of contract through a period 5 years from the date of acceptance.

Sealed proposals will be received by the issuing department prior to 2:00 PM, September 24, 2014 for furnishing the services described herein and then opened in public.

All inquiries for information should be directed to: Steven Rusch, Purchasing Division Director, (804) 365-6103 or skrusch@hanovercounty.gov and must be received no later than five (5) working days before the due date.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Keystone
Information
Systems, Inc.
1000 Lenola
Road
Maple Shade,
NJ 08052

Date: September 22, 2014

By: _____
Signature in Ink

Name: _____
Please Print

Title: _____

Our Federal Tax ID is 222-
eVA Vendor ID 314-359. Our VA SCC
or DUNS No. number is F190239-6

Telephone No. 856-722-0700

E-mail Address: johnd@keyinfosys.com

FAX No. 856-234-5871

PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 1:00 PM on Wednesday, August 13, 2014 at the Hanover Emergency Communication Center training room located at 7501 Library Drive, Hanover, VA 23069. (Reference Section 7.6 herein)

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Addendum 1, Page 1 (See Attached PDF)

Addendum 1, Page 2 (See Attached PDF)

Addendum 2, Page 1 (See Attached PDF)

Addendum 2, Page 2 (See Attached PDF)

Addendum 2, Page 3 (See Attached PDF)

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Executive Summary

Keystone Information Systems, Inc.

(A New Jersey Chapter "S" Corporation)

Tall Oaks Corporate Center,

1000 S. Lenola Road, Building One Suite 101

Maple Shade, New Jersey, 08052

www.keyinfosys.com

Toll Free: 1-800-735-4862 Local: 856-722-0700 Fax: 856-234-5871

Keystone's focus is in the development, implementation, support and enhancement of functionally superior information management solutions for **municipal, county, and city governments and public school districts, currently targeting the states/requirements we are committed to of New Jersey, Pennsylvania, Virginia, North Carolina, Missouri and Rhode Island**, with integrated product sets in the areas of:

- Financial Accounting and Operations
- Payroll and Human Resources Management
- Land Records, Real and Personal Property Tax Assessment and Administration (NC and VA only)
- Various Tax Billing and Fees and Revenue Collection / Cashiering (NC, VA and PA only)
- Water and Sewer Utility Billing and Collections
- Building Permits/Inspections
- Business Licenses

Mission Statement: *"We want to exceed our clients' best expectations."*

More specifically, it is: "To draw upon our deep experience in working with public school and local government professionals and, using the best and most appropriate technologies, provide our clients with functionally superior, efficient, integrated and cost effective information management systems. We expect to be proud of each implementation, remembering that each customer will also become a great source of referral for the next customer."

Keystone Information Systems, Inc. was founded in 1975 as a general, business computer systems provider. Through eventual standard product development, and market focus, we moved into a focus on the small to mid-sized municipal and county governments as well as the public school district market. We now serve over 80 public sector client organizations in several target states, with Virginia being key among these in terms of our product fit/capability, as well as our focus for growth, with eleven customer accounts in the Commonwealth now. Keystone is particularly well suited to meet the needs expressed by The Hanover County's RFP, using several modules from our robust and fully integrated LOGIC Financial and Human Resources product suites. Keystone management and staff understand, from experience, that the sort of system and services being requested are not a "one size fits all" scenario and that there is a lot that is unique not only to the operations of a county government, but in particular to that of a Virginia county government as having some specific and differing needs from local governments in other states. We have a resume and a product-fit that is well suited to these needs.

The principal strength of Keystone's offering, and the primary reason for our acceptance and success in each of our chosen markets, is the completeness of the total software suite, the level of capability and function, and the integration among modules and across departments and yet at a price point that is affordable to the mid-sized organization. Keystone has also built data interfaces, (single and bi-directional), with numerous third party systems in use by our customers; some of these are included in our proposal herein to meet the specifications.

The key to our tenure in the markets we serve has been the added value of our staff and management's expertise, and the combination of deep product functionality with a personalized consultative relationship. All software development, implementation and on-going support services are staffed by Keystone (USA-based) employees, and not contracted out. We work closely with each of our clients to enable them to develop comprehensive, reliable, organization-wide systems to better control their operations, facilitate reporting at all levels, and to provide rapid access to decision-oriented data. Our standard product growth is also aided by input from our active users groups, which are further described in this proposal.

Our tenure and stability have also been noted by our long-time customers in that we have never dropped support of a product version/platform, and have always provided a straightforward and cost-effective upgrade migration path as platforms and technologies have changed over time. We are aware of no other company in our markets which has been so able to transition customers (some for over twenty-five years in relationship with us) from one set of products, platform and technology to another, with such a robust preservation of their investments in process, legacy data, and training, and with such minimal disruption of operations during the transition.

The investment that is proposed here is a long term one in which Hanover County and Schools would be joining a satisfied and growing user community of similar organizations, deriving the collective benefits of the growth of Keystone's well-established products, and the thoughtful integration of useful new platforms and technologies.

Keystone Company Background

Keystone Information Systems Inc. has been a software developer and business computer solutions provider since our founding in 1975. In 1979 the company contracted with a Pennsylvania public school district and developed its first version of a public sector budgetary and fund accounting software package. From this grew an integrated payroll and human resources application. By the mid-1980's Keystone's business focus had become directed more fully toward public sector business and administration software development and support, with a growing base of this type of customer initially in the Philadelphia, PA region.

Our work in public school finance eventually led to development of a comprehensive student records application suite, which Keystone marketed from the early 1980's until 2005, and with which Keystone won a contract for a City-wide implementation in the Philadelphia (PA) School District in 1987, involving 300 schools and over 1,500 system users. The two year implementation process was entirely staffed and managed by Keystone, with great success, and the Philadelphia Schools continue to use this system to today.

In 1981, with some minor adaptation, and the addition of revenue applications, Keystone's solid fund accounting and human resources software for public school administration found a fit in its first local government, a New Jersey county government with over 300,000 citizens.

The core components of today's version of the SKools and LOGIC product suites continue to use one set of Financial and Human Resources programs for greatest efficiency, with flag settings, parameters, and sub-modules used to distinguish between the operational differences between these types of organizations, as well as the state to state differences as the company's geographic focus expanded.

In 1987, Keystone's presence in local government also led to a contract to develop a first release of "Keystone On-line Public Safety", (KOPS), a comprehensive E911 Dispatch system with Police and Fire Records and Jail Management. In 2006, Keystone spun off this business unit as a separately incorporated 'sister company', held by the same family, and continuing to share facility, technologies and resources.

In 1998, Keystone acquired the assets of a former competitor, "Infocel Inc." of Raleigh, NC, a mid-range local government business unit then owned by EDS, (Plano TX). Infocel had been providing competing school and local government Financial, Payroll, and HR applications, also using the same platform/environment basis; but, Infocel also had a particular focus on property tax administration applications suited to North Carolina and Virginia specific needs. The 1998 Keystone acquisition resulted in a new presence for Keystone in the states of North Carolina and Virginia, and with additional specialized software applications for Land and Property Tax Administration. Keystone then undertook to upgrade the Land and Tax application suite into our more current (windows and web-browser) technologies, integrated them with the LOGIC product suite and began deployment in North Carolina in 2002 and in Virginia in 2004, naming the product suite "PAAS", (Property Administration and Assessment System).

All three product suites (FIS, KEMS and PAAS) have had significant work done to fully integrate processes, create interdepartmental workflows, and share appropriate data with the mission of providing a single, unified platform for greater economy and efficiency aimed at the small to mid-range local government and school district. Keystone's entire focus now, and for the past several years, has been the enhancement and growth of this system platform, with an emphasis in adding functions, additional modules, and web browser-based modules, to broaden the capability of these applications for the type of organizations we serve, in a limited, six-state market focus.

Corporate Stability and Proven Performance

A closely held private corporation, Keystone has a record of the same family ownership, and a consistent market focus that is increasingly unique in our industry. The founder is the current majority stock owner and Board Chairman, Judson B. Van Dervort, Sr.

Keystone has remained focused on the same business activities and specific markets, for three decades, demonstrating overall profitability, stability and long-range presence for our clients, (many of whom have been with Keystone for many years), capitalized entirely from the business activities as disclosed herein.

Keystone continued to be entirely owned by its operating management and has a 39 year record of demonstrated profitability and corporate stability, supported by customer-relationship longevity. We have never been sued by a customer and have never defaulted on a contract, even some very large for a company of our relative size.

As privately held (New Jersey sub chapter "S") corporation we do not disclose our formal financial statements. We affirm that the company has no outside venture capital, nor other debt commitments that represent risk to its long range viability, and that the company's fiscal health and growth is entirely funded by the business activity with these customers, for similar work to that proposed herein, as fully disclosed in this proposal. As evidence of our ability to properly support the proposal being made, Keystone can, and will upon request, supply its complete list of customers (all public sector, local governments and public school districts), whose business relationship with us is the entire basis of the firm's financial standing.

In 2005, following 17 years of experience with the company, Mr. Van Dervort's son, Judson Jr., took over the day to day operational management of the business, in a generational management transition well received by long time clients and staff. An internal stock transition plan is in place and there are no plans for the sale of the business, nor for any change in the markets or business activity in which Keystone is presently engaged.

Keystone's strategic plan is centered on growth in the markets we presently serve.

Keystone offers the advantages of a privately owned, medium-sized business, with a specialized focus, yet with product depth and capability, and staff expertise, often found in much larger entities. Keystone's customers benefit from the close working relationships with our staff and management, which our size and scale of operations permits. Keystone brings to its customers maturity, stability, subject matter expertise, and a dedicated market focus. Not beholden to a larger outside organization, nor a publicly-owned parent, Keystone's focus continues to be on excellence in our proven product capabilities, and customer service reputation in our chosen markets, "remembering that each customer will also become a great source of referral for the next customer."

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1. GENERAL INFORMATION

1.1 PURPOSE: The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations to provide a solution for the core financial management and payroll-HR benefits functions of Hanover County. The County has financial and payroll-HR benefits systems that operate on the iSeries platform using older software technology. Core Financial System functionality for General Ledger, Budget, Accounts Payable, financial reporting and Procurement as well as payroll related functionality are inefficient and require substantial staff resources to develop and maintain subsidiary spreadsheets and manual process to ensure adequate internal controls. Presently the County manages its budget process predominantly using spreadsheets and manual processes. A new financial and payroll-HR benefits system that has internal controls and best practices, more operational efficiencies (user interfaces, workflow, reporting, auditing), better financial management, and that runs on the Windows platform will provide enhanced functionality that will streamline financial and payroll functions and contract management.

1.2 RFP PROPOSAL RESPONSES: The intent of this RFP is to acquire a single integrated system to meet the needs of the County. However, the County will accept proposals where the proposed software and services solution meets one of the following situations (alternative proposals will not be accepted):

- A. Proposed system is a fully integrated solution that meets core financial management and payroll-HR benefits requirements as identified in this RFP;
- B. Proposed system is a solution that meets the core financial management requirements as identified in this RFP;
- C. Proposed system is a solution that meets the payroll-HR benefits requirements as identified in this RFP.

1.3 SYSTEM IMPLEMENTATION: Although the County has funding to implement a core financial management and payroll-HR benefits system the project will be phased in over time. The initial phase will include payroll-HR benefits followed by core financials (accounts payable, debt management, capital project and grant accounting, and general ledger). Purchasing and budget modules will be implemented based on the best timing (see schedule section below). The intent is to integrate School benefits into the solution implemented, but that decision will be made based on the functional ability of the software solution to include School information in the proposed system.

The County will accept proposals that offer hosted and software-as-a-service (SaaS) solutions, including those that promote contracting for services to support these solutions. In addition to other requirements in this RFP Contractors that propose hosted or SaaS solutions will need to meet the requirements noted in section 2.9.

1.4 BACKGROUND:

A. The County's financial system is a combination of the Bright (BAI) Municipal Software system, which is hosted on the IBM iSeries system platform, and excel spreadsheets. This includes the General Ledger, Accounts Payable, and Purchasing modules. Access to the system is provided through a green screen user interface. Data in the system is stored in flat files, which can be exported to standard formats as needed by the selected vendor for conversion. Queries are created from the Bright (BAI) System using Cognos. The County has established role-based security groups. The County has implemented limited system workflows. Excel spreadsheets are supporting the Budget and CAFR models as well as Debt Management. Ancillary systems support Purchasing and Fixed Assets. Purchasing contract management functions are performed in Public Contract. The Bassett system is used for Fixed Assets accounting. The workflows are currently designed to allow batch processing initiated by end users for Accounts Payable and Payroll with subsequent review and posting by the Finance Department. The County would like to explore end user transaction entry for other modules.

Bright System Users: 150 General Ledger and Accounts Payable users

B. During fiscal year 2014, the County maintained three individual governmental funds; the General Fund,

the County Improvements Fund, and the School Improvements Fund. The County maintains two different types of *Proprietary Funds*: enterprise and internal service. The County uses enterprise funds to account for its public utilities fund and its airport fund (a non-major fund). The County uses an internal service fund to account for its healthcare and other postemployment benefit self-insurance. Additionally, there are two component units reported in the County's Comprehensive Annual Financial Report (CAFR), the School Board and Economic Development Authority (EDA). The School Board component unit is comprised of three funds (operating, text book, and cafeteria) and the EDA is one fund. Other funds reported in the County's CAFR are agency funds and two community development authority funds.

The County serves as the fiscal agent for the Pamunkey Regional Jail (PRJ) and provides certain services including processing of accounts payable and payroll and utilization of the general ledger system. PRJ is a separate legal entity and issues separate standalone financial statements.

The County also serves as the fiscal agent for the Pamunkey Regional Library (PRL) providing certain services including human resources administration and payroll processing.

- C. The County, Schools, PRJ and PRL have their own respective Human Resource (HR) and Payroll functions using the same base HR/Payroll system. The County, Schools, PRJ and PRL are separate tax-reporting entities and have separate Employer Identification Numbers (EIN). The County's Information Systems Technology department provides support for the financial system and HR/payroll systems; however, the Schools and certain County departments have purchased or developed in-house systems to fill functional gaps that exist with the centrally provided systems. These applications are used for recruitment and employee action (NeoGov, Asset, Aesop) as well as School Compensation contract monitoring (Budgen).

1.5 PRIMARY OBJECTIVES:

- A. Provide Better Management Information: County managers need better and timely information from the system to provide decision support.
- B. Improve Business Process Efficiency to Leverage Maximum System Benefit: The County needs to streamline business processes, reduce duplicate data entry. Having a financial and payroll-HR benefits system with pertinent modules will allow for the reduction of many shadow systems.
- C. Data Integration: For key systems already in place in the County, there will need to be interfaces developed and maintained that allow for information to be transferred automatically between systems. The County is looking to avoid fragmented information that relies on users to enter and reconcile data between multiple systems.
- D. Establish Solutions That Allow Access to Systems Anywhere/Anytime: In an increasingly mobile work environment access to systems must be beyond ones office and beyond the traditional work day/week.
- E. Implement System Solutions That Make It Easier for Departments to Manage Their Financial Resources: Departments need to be able to manage their own financial resources while adhering to overall County financial objectives and procedures.
- F. Ensure the New System is an Integrated Solution Using the Latest Technology While Enhancing Operations: The County needs to replace its antiquated systems and platforms with the latest technology and implement solutions where users can take advantage of the newest system features.

2. STATEMENT OF NEEDS

2.1 The project scope for procurement and implementation of software solutions is briefly described below. Specific functionality within each category listed below is more thoroughly described in Attachment F (Functional Requirements).

- A. Accounts Payable: The system will provide capabilities for automated invoice processing initiated by the originating department and/or the Finance and Management Services Department that is integrated with the purchasing system to encumber funds.
- B. Budget: The County and Schools have their respective Budget Departments, each responsible for the creation, adoption and monitoring of the budgets. The budget system must be able to interface to the County's HR/Payroll system for salary and position information.
- C. Debt Management and Capital Project Accounting: The County has the authority to issue debt that supports both the County and the Schools Capital Improvement Programs (CIP). The system will provide robust capital project accounting functionality that will enable it to track multi-year project expenses and the ability to track debt financed property for the life of the debt issue.
- D. Fixed Assets: The fixed asset system will be used to track physical and financial information for the County's assets. The system will contain assets above the capitalization threshold for financial reporting purposes.
- E. General Ledger: The general ledger should support posting of summary data from subsystems and via journal entries to a chart of accounts structure designed to support internal and external reporting, including the entities' CAFR's, Department of Education reporting and budget to actual management reporting. The County, Schools, Regional Authorities and enterprise funds maintain their respective general ledger. Financial staff in those areas coordinate with the centralized Accounting department, including external financial reporting. Additionally, School Budget staff provide certain services specific to the School's operations, including reporting to the state's Department of Education.
- F. Grant Accounting: The system will provide grant management capabilities allowing County staff to track, manage, and report on grants from application to close out. Included would be functionality for managing opportunities, tracking expenses and matching requirements, grant reporting, and grant billing. Additionally, the County needs the capability to manage pass through and direct grant programs and local match funds.
- G. HR Benefits: Responses to this RFP that have a HR benefits system shall provide information about their solution. This should include how their HR benefits solution integrates to payroll. The HR benefits solution shall have the ability to manage basic employee information, job and wage profiles, benefits, and training components. The intent is to integrate County School benefit data into the solution implemented, so the proposed solution should integrate seamlessly with County and School operations.
- H. Payroll: Responses to this RFP that have a payroll system shall provide information about their solution. This should include how the Contractor and the proposed solution coordinate and integrate with the Virginia Retirement System requirements. Offerors shall include in their response the number of Virginia government and/or school systems that are participating in VRS and that currently use the proposed solution. The County uses SunGard Public Sector Naviline payroll system, which is hosted on the IBM iSeries system platform. Payroll is processed for four legal entities: the County itself, the County schools, the Pamunkey Regional Library, and the Pamunkey Regional Jail. The basic numbers are as follows:

Please see Keystone's complete Virginia public sector reference listing in Section 3.

1. Hanover County: Approximately 30 departments, 1000 full-time employees, and 400 part-time employees. All are paid semi-monthly.
2. Public Schools: Approximately 3,800 employees, including 800 substitute teachers. Most are paid

semi-monthly, including the 10, 11, 12 month employees. 125 retirees and the School Board are paid monthly. Teachers are contract employees. Offerors shall describe how their software solution specifically manages 10, 11, and 12 month employees.

3. Jail: The jail has approximately 100 employees. All are paid semi-monthly.
4. Library: The library has approximately 100 employees, ¾ of which are part-time. All are paid semi-monthly.

I **Purchasing:** The County provides centralized purchasing services to all local government departments, Schools and Regional Authorities and enterprise funds. All departments initiate purchasing requisitions to begin a procurement process that relies on the system to enforce budget control, approvals and matching. In addition, the system will support processing of procurement card transactions for all entities through to general ledger from the procurement card vendor system.

2.2 **PROJECT TEAM STRUCTURE:** The Contractor shall include an estimate of the resource requirements that they will provide during this project. Hours should be presented in each of the three project phases; Requirements and Design, Testing, and Implementation. This table should not include County resources.

FUNCTIONAL AREA	HOURS BY PROJECT PHASE			
	Requirements and Design	Testing	Implementation	Total
General System Requirements	30	20	30	80
Accounts Payable	20	10	20	50
Budget	20	10	10	40
Debt Management/Capital Project	20	10	10	40
Fixed Assets	20	10	10	40
General Ledger	30	20	20	70
Project Cost and Grant Accounting	20	10	10	40
HR Benefits (County & Schools)	40	30	40	110
Payroll	30	20	25	75
Purchasing	20	10	20	50
Project Management	150	50	NA	200
Training - Project Team and depts.	NA	NA	510*	510
Total Hours by Project Phase	400	200	705	1,305

* see more detail in below of break out of training hours by application module.

FIS Module Included Training Hours:

<i>Application Module</i>	<i>Included Training (in hours)</i>
<i>Financials (Includes Budget Preparation, purchasing, Cash Receipts, Accounts Payable, General Ledger, Check Reconciliation, Grants/Projects Tracking, and Report Writer)</i>	<i>100</i>
<i>KeyNet Financials with Requisitions</i>	<i>40</i>
<i>Fixed Assets</i>	<i>20</i>
<i>Accounts Receivable</i>	<i>20</i>
<i>Vendor Bidding</i>	<i>20</i>
<i>KeyNet Vendor Bidding</i>	<i>10</i>
<i>Subtotal of Projected FIS Training Hours</i>	<i>210 Hours</i>

KEMS Module Included Training Hours:

<i>Application Module</i>	<i>Included Training (in hours)</i>
<i>Employee Information</i>	<i>20</i>
<i>Payroll</i>	<i>150</i>
<i>KeyNet Employee (Bundled)**</i>	<i>20</i>
<i>KeyNet Benefits Enrollment</i>	<i>20</i>
<i>Position Control</i>	<i>10</i>
<i>Employee Cost Projections</i>	<i>20</i>
<i>Leave and Attendance Tracking</i>	<i>20</i>
<i>KeyNet Leave Requests</i>	<i>20</i>
<i>AESOP™ Interface</i>	<i>20</i>
<i>Subtotal of Projected KEMS Training Hours</i>	<i>300 Hours</i>

- 2.3 **PREFERRED PROJECT SCHEDULE:** After careful consideration of the County’s current technology situation, priorities for this project, and the County’s ability to absorb change, along with taking into consideration lessons learned from many other governments, the County has identified the following schedule to be its preferred go-live schedule for the project: Accounting, Financial Reporting and Purchasing on a fiscal year (July 1), Budget post-adoption (usually April) and Payroll-HR benefits on a calendar year. Offerors shall provide a realistic project schedule for completion of the project with a prioritization of what modules should be implemented in what order and key milestones identified.

Sample Implementation Schedule:

Below is a sample implementation schedule, using the standard template which Keystone employs for these projects,(which is supported by details prescribed in Keystone’s standard purchase agreement, included as an appendix to this proposal), to guide the order and timing of the steps we have found best suited to a successful implementation of the proposed systems. This sample implementation plan shows approximate actual dates which are based upon the County’s RFP and which we affirm are realistic and attainable given the information Keystone has at this point in time. More specific discussion would be needed for Keystone to propose and commit to an actual implementation schedule for this project.

More relevant to this discussion, this provides a basis “road map” to guide the major steps, the order and relative timing of events and objectives to complete a thorough and successful implementation of the proposed products and services. For preliminary/proposal purposes only a core group of the more major application modules are represented here, with a proposed and viable order/sequence and timeframes for implementation, as requested in the RFP. This is subject to further discussion and revision. This actual/final agreed implementation plan is always driven based upon the timing of business cycles relevant to the customer’s operations, the amount of time available until the next logical / ideal “go live” date for that application, the ability and timing of delivery of the customer’s data for electronic conversion, as well as the availability of the customer staff necessary for the review, training and testing / acceptance phases. A period of parallel system testing, as part of the implementation process, is left to the discretion of the customer and must factor the ability of the customer’s staff to manage the input and review of two systems simultaneously for any period of time. Typically, if this method has been elected, we have not seen it as practical for a duration of greater than two months in any given application.

<i>TASK #</i>	<i>TASK REFERENCE</i>	<i>ASSIGNED</i>	<i>EXPECTED DATE</i>	<i>ACTUAL DATE</i>	<i>AMOUNT DUE (Standard contract payment terms)</i>
	<i>Contract Award</i>		<i>November 2014</i>		<i>Deposit, 30% of One Time, Fixed Price Amounts \$</i>
	<i>Assignment of Project Leaders:</i>		<i>November 2014</i>		
	<i>System Level Set up and Training Tasks:</i>				
	<i>Delivery of Application Server to Buyer Site (if applicable). Set up and network access</i>		<i>December 2014</i>		
	<i>Delivery of Web Server to Buyer Site. Set up and network access</i>		<i>December 2014</i>		
	<i>Configuration of Application Server. Installation of Third Party Software Products. (UniVerse)</i> <i>Begin Associated Third Party Product Warranties</i> <i>Install Seller Standard Software</i>		<i>December 2014</i>		<i>Third Party Product Fees: \$ (net of deposit) Installation Fees:\$ (net of deposit)</i>
	<i>Configuration of Web Server. Installation of Third Party Software Products. (Rocket/U2 Web DE)</i> <i>Begin Associated Third Party Product Warranties.</i> <i>Installation of KeyNet Applications</i>		<i>December 2014</i>		<i>Third Party Product Fees: \$ (net of deposit) Installation Fees:\$ (net of deposit)</i>
	<i>Installation of Client/Network Software</i>		<i>December 2014</i>		<i>Client Software Product Fees: \$ (net of deposit)</i>
	<i>Begin Third Party Maintenance Coverages</i>		<i>January 2015</i>		<i>Maintenance Fees: for Application Server and Client. additional for web server.</i>
	<i>System Administration training in Operating System Environment, User / Print Management...(in conjunction with onsite system installation trip)</i>		<i>December 2014</i>		<i>\$ (net of deposit) + \$ travel fees and expenses</i>

TASK #	TASK REFERENCE	ASSIGNED	EXPECTED DATE	ACTUAL DATE	AMOUNT DUE (Standard contract payment terms)
	<i>Training in Application Administration and Security (in conjunction with an application software training trip)</i>		<i>March 2015</i>		<i>\$ (net of deposit) + \$ travel fees and expenses</i>
	<i>Training in Ad-Hoc Query Reporting Tools (in conjunction with an application software training trip)</i>		<i>July 2015</i>		<i>\$ (net of deposit) + \$ travel fees and expenses Ad Hoc Reporting and ODBC Maintenance. \$</i>
	Product Review Meeting: Core Financials, (purchasing, payables, GL) and Requisitions. <i>(These steps are repeated for each Application Software module ordered. For example, the budget preparation component of the core Financials, along with the Employee Cost Projections module from the KEMS suite, would follow a separate implementation track, starting in the fall of 2015 for production use in the spring of 2016.)</i>		February 2015		\$ 80% Product License Fee (net of deposit) + \$ travel fee and expenses
	<i>Delivery of Authorization Documents</i>		<i>February 2015</i>		
	<i>Authorization to Proceed</i>		<i>February 2015</i>		
	<i>Perform Modification XX</i>		<i>March 2015</i>		
	<i>Perform Modification XX</i>		<i>March 2015</i>		
	<i>Perform Data Conversion XX files</i>		<i>April 2015</i>		
	<i>Perform Data Conversion XX files</i>		<i>April 2015</i>		
	<i>Delivery of Modification XX</i>		<i>April 2015</i>		<i>\$ for Modification Delivered</i>
	<i>Delivery of Modification XX</i>		<i>April 2015</i>		<i>\$ for Modification Delivered</i>
	<i>Delivery of Data Conversion XX files</i>		<i>April 2015</i>		<i>\$ for Data File(s) converted</i>
	<i>Delivery of Data Conversion XX files</i>		<i>April 2015</i>		<i>\$ for Data File(s) converted</i>
	<i>User Training – 1st trip Begin use of electronic requisitions and budget inquiry</i>		<i>May 2015</i>		<i>\$ for Travel Fees and Expenses</i>
	<i>User Training – 2nd trip</i>		<i>May 2015</i>		<i>\$ for Travel Fees and Expenses</i>

TASK #	TASK REFERENCE	ASSIGNED	EXPECTED DATE	ACTUAL DATE	AMOUNT DUE (Standard contract payment terms)
	<i>Validation: Begin Acceptance Test Period (parallel test opportunity)</i>		<i>June 2015</i>		
	<i>End Acceptance Test Period</i>		<i>July 2015</i>		<i>\$ 20% Product License Fee</i>
	<i>Production Use (in conjunction with first AP run of fiscal year 2015-2016)</i>		<i>July 2015</i>		<i>Due as above</i>
	<i>Begin Software Maintenance Coverage Core Financials and Requisitions</i>		<i>August 2015</i>		<i>\$ (Prorated for Fiscal Year)</i>

	<i>Product Review Meeting: Payroll and Employee Information, Leave and Attendance. (Implementation of Employee Portal and automated Leave Requests to follow subsequently on separate track)</i>		<i>August 2015</i>		<i>\$ 80% Product License Fee (net of deposit) +\$ travel fee and expenses</i>
	<i>Delivery of Authorization Documents</i>		<i>June 2015</i>		
	<i>Authorization to Proceed</i>		<i>June 2015</i>		
	<i>Perform Modification XX</i>		<i>July 2015</i>		
	<i>Perform Modification XX</i>		<i>July 2015</i>		
	<i>Perform Data Conversion XX files</i>		<i>July-August 2015</i>		
	<i>Perform Data Conversion XX files</i>		<i>July-August 2015</i>		
	<i>Delivery of Modification XX</i>		<i>September 2015</i>		<i>\$ for Modification Delivered</i>
	<i>Delivery of Modification XX</i>		<i>September 2015</i>		<i>\$ for Modification Delivered</i>
	<i>Delivery of Data Conversion XX files</i>		<i>August 2015</i>		<i>\$ for Data File(s) converted</i>
	<i>Delivery of Data Conversion XX files</i>		<i>September 2015</i>		<i>\$ for Data File(s) converted</i>
	<i>User Training – 1st trip</i>		<i>October 2015</i>		<i>\$ for Travel Fees and Expenses</i>
	<i>User Training – 2nd trip.</i>		<i>November 2015</i>		<i>\$ for Travel Fees and Expenses</i>
	<i>Validation: Begin Acceptance Test Period (parallel test opportunity)</i>		<i>November-December 2015</i>		
	<i>End Acceptance Test Period</i>		<i>January 2016</i>		<i>\$ 20% Product License Fee</i>

	<i>Production Use in conjunction with first payroll of new calendar year</i>		<i>January 2016</i>		<i>Due as above</i>
	<i>Begin Software Maintenance Coverage Payroll and Employee Information</i>		<i>February 2016</i>		<i>\$ (Prorated for Fiscal Year)</i>

Terms Reference: Each Software Product (or sub-module/application area) goes through the following process:

- 1. Product Review: This is a thorough review/demonstration meeting with project leaders and appropriate Key Buyer management personnel to make decisions with regard to implementation and Use of the installed module. The process will identify forms and reports needed, and decisions needed for set up parameters. Discussion will begin around functional specifications for desired modifications to software; And the parties will gather and review data files intended for electronic conversion. The review of a Software Product as installed on Buyer's system triggers a milestone payment per the above schedule. Each Review Day is charged against time allocated to the Product in Schedule 1.*
- 2. Authorization Documents (Also Review Documents): Detail the findings of the Review Meeting, decisions made, and itemizes Software Modifications discussed, data to convert, and report/form formats. Where able, Seller submits detailed Functional Specifications for Modifications and associated costs, (or estimates) for acceptance or waiver. These documents also refine details of any Modifications previously quoted and refine the Implementation Schedule, as appropriate.*
- 3. Authorization to Proceed: All work is contingent upon formal sign-off. Delay in so doing may alter delivery time frames.*
- 4. Data Conversion: Time allotted for Seller to perform data conversions.*
- 5. Modifications: Time allotted for Seller to construct Software Modifications.*
- 6. Training: Time allotted for User training, with necessary modifications operating, data installed, tables set-up, etc. Each Training Day is charged against time allocated to the Product in Schedule 1.*
- 7. Validation/Acceptance Test: Time allotted for Buyer to verify completed Product with Migrated data and Modification(s) prior to balance payment, production Use and commencement of warranty.*

- 2.4 **TRAINING:** The Contractor shall describe its training offerings and provide costs for implementation and ongoing support of their software solution. The training should include offerings for the following: 1) project implementation team (system architecture, interface configuration, data import/export, etc.); 2) application administrators (configure, monitor, and administer the system and reporting capabilities); and 3) end users.

For the project, a training plan shall be provided that includes the number of training days required for each functional area broken down by the three tiers noted above, the content/agenda for the training, the estimated number of staff that will be trained in this time, what staff should be included in each training session, and options for on-site and off-site training. The Contractor shall facilitate workshops with end users from various Departments in the County demonstrating specific tasks and procedures they will use to interact with the proposed system solution. Offerors may propose a train-the-trainer approach for certain areas, but the County desires to use a collaborative training effort using vendor and County resources, so the training plan should be designed appropriately

Since training is perhaps the most critical element of a successful implementation, Keystone requires a minimum amount of time be ordered (as proposed) with each application module for the customer to become certified for production use and support service. Class sizes are limited to 8 students to whom the instructor may give individual attention to make the training most effective.

The Implementation and Training amounts proposed herein are intended to provide for one complete and

thorough training unit/series for each application software module proposed, such that the trainees can end up equipped to train others within their organization on job-specific functions. Our proposal herein is to provide a comprehensive direct training for system and application administrators and key department system leads, in system administration, for things such as system architecture, interfaces, data import/export and application administration (user set-up, security etc.). Our proposal is to provide a “Train the Trainer” approach, however, with regard to system end user functions across all applications, working with key personnel from the County, Schools and other participating entities, to full equip these personnel to provide job-function specific training to the wider group of end users. These personnel can then also function as first line support personnel within the organization to keep the number of direct users of Keystone’s help desk (“Client Care”) services to the limits prescribed in the service agreement. This approach also helps reduce the cost of the implementation, the cost of ongoing support, and the cost of future training necessitated by staff changes, and increases self-reliance for some types of support issues.

If required, the County may optionally contract Keystone for any or all end user, job-function training, upon request, and a separate quotation from Keystone. More detail would be required about number of users specific to each application area, and the specific functions requiring training, and which users / functions can not be accommodated by the training prescribed, and the training hours proposed.

Keystone training is most often conducted at the customer’s location, although Keystone has access to a state of the art facility in Blacksburg, Virginia. Training provided at the customer’s location must accommodate an adequate training facility, with a workstation for each user, properly configured as prescribed by Keystone, and accessible to the customer’s application server, and/or, Web server, as applicable to the training.

Keystone’s user training is done with sample data converted from the customer’s existing system and after customer-particular set up parameters have been incorporated, so that the training is most relevant to anticipated “real life” use. The training incorporates both instructor demonstrations (through the use of a projector) and “hands on” use of the customer’s system.

Keystone takes training seriously, as a means of securing a customer’s satisfaction with the system capabilities, including and as a milestone in the contract provisions for system acceptance. We also see the benefit of comprehensive training decreasing unnecessary reliance on our fixed-price support services. Keystone therefore staffs all training with senior, experienced personnel. (Customer references and testimonials specific to Keystone’s training staff assigned can be provided upon request.)

Certain training sessions are also scheduled to include Keystone on-site assistance at the time of first “go-live” use of certain key systems functions (i.e. first AP or payroll check run or billing run). (These hours are listed in the “Implementation” column of the table under RFP section 2.2.) Keystone also prescribes a set of hours for follow-up review sessions, after an initial full cycle (season or year) of use of a particular application, so to convey and review additional features that were not so easily absorbed during the process of getting the core functions to the point of production use. This, we call, “Second Time Around” training, and is priced in our proposal.

On an on-going basis (and as is required per Keystone’ on-going maintenance agreement for customer staff changes in key system user positions), Keystone may be contracted for onsite, tailored system user training of management or key system user personnel at any time. In addition to that, the user group meetings (usually two per year, one local and one national) also offer training and review tracks in a variety of topics and applications.

Keystone has proposed a prescribed total amount of time for all project implementation and training services, which we believe will be sufficient, based upon our knowledge of the material, and our experience with

similar implementations for similarly-sized organizations. We have proposed and priced these services as specially priced blocks of hours to which the customer is obligated under the contract. All time spent in Product Reviews, Training, Implementation Services and On Site “Go Live” Assistance by Keystone staff is tracked as used against the hours included with each module in the purchase agreement. Hours may be also used across modules and application product sets at the customer’s direction. Hours unused at the end of the initial implementation may be carried for up to one year after all modules have been implemented for live use for any additional services as needed.

- 2.5 **INTERFACES:** It is expected that the listed interfaces will be developed as part of the project. Costs and effort required to provide these interfaces as part of the project should be included in the proposal. Contractors who are submitting proposals for just the financial or payroll-HR benefits systems should include a list of other competitive or partner software applications that their system will interface to and note if that interface is included with the base software or must be purchased for a fee.

Required Interfaces: The Contractor shall be required to interface with the applications noted below. The Contractor shall detail how their software solution will integrate to these applications and describe the strategy and costs for interfacing with these applications. The County will establish a consistent data export format from the System noted. The Contractor will work with the County on the export file structure and format and will develop interface programs that integrate the data from the System noted into their software solution.

Keystone has over time built a variety of useful data interfaces with third party systems relevant to our customers’ operations. The open standards technology basis of our system provides ease and flexibility in this. Interfaces can be accomplished with relative ease and cost effectiveness.

Keystone has already developed and maintains standard interfaces with some of the systems requested below, as noted. We are most willing to explore the additional interfaces below and others that may be desired by the County and Schools.

Pricing is only included for those interfaces already understood by Keystone.

- A. Bright Cash Receipts (Treasurer) to General Ledger

We do not currently have an interface for this.

- B. Thomas Bros (Human Services) to Accounts Payable

We do not currently have an interface for this.

- C. Interim system interfaces that might be needed based on the schedule structure noted in section 2.3 (Contractors should think through the interfaces they may need based on the proposed schedule submitted)

Needs further conversation and further specification before we could provide a quotation for this.

- D. Virginia Retirement System (VRS) – Offerors should provide details on any interfaces available to download data to the VRS.

This is a standard Keystone interface.

- E. AESOP – Schools use this software for their substitute teacher placement and absence management.

This is a standard Keystone interface.

- F. NeoGov – the County uses this hosted solution for employee recruitment and performance management.

We do not currently have an interface for this.

G. TalentEd – Schools use this solution for their employee performance management.

We do not currently have an interface for this

H. Wageworks – the County provides a file to verify flexible spending accounts.

We do not currently have an interface for this

I. Other – Offerors shall generally describe other interfaces that are available to benefit carriers (health, dental, etc.).

In addition to Keystone’s own job applicant web portal, we have an interface to Netchemia’s. We also have the following relevant system interfaces:

Time tracking systems:

- *Kronos*
- *Workforce*
- *Novatime*
- *SoftDocs/Emma*

A variety of Bank s for ACH transactions, Purchase Cards, Positive Pay (fraud protection) and Bank Account reconciliation data files

“School Dude” Work Orders system

A number of supplies vendors for on line catalogues/”shopping cart” interfaces to populate detailed product data and pricing into Keystone’s purchase requisitions system.

2.6 IMPLEMENTATION SERVICES

A Product Configuration: The Contractor shall describe the process for configuring the software solution, including multiple user environments, internal and external interfaces, telecommunication links, and security.

To complete the usefulness of our core application products for our customers, Keystone takes contracted responsibility to perform all aspects of a turnkey system implementation as desired by our client. These services may include, at the client’s option:

- *Hardware Specification*
- *Hardware set up and network integration, or working with viable system hosting service*
- *Product Fit, Process Analysis and Best Practices Consulting*
- *Project Management and Administration*
- *Data Conversion*
- *Custom Application Modification and Development, including reports and forms customizations*
- *Technical System Administration Training*
- *User Training*
- *Testing and Acceptance Assistance*
- *Continuing Support, and Software Updates*

The project implementation schedule above provides an overview of the standard steps employed by Keystone in a system implementation project, (as detailed and supported by Keystone’s standard purchase agreement, which is included as an appendix to this proposal). This is based upon our experience with similar implementations and is the model upon which the proposed implementation project plan would be based, regardless of the total set of modules finally selected to be initially implemented, or the order and timing of those modules. These steps apply to the implementation of any single module and can be on a parallel track with the implementation of other Keystone modules. Component steps in an implementation, such as electronic conversion of data files and development of external system interfaces, are specified as part of the Product Review Process and create additional milestone steps for specification, development, testing, delivery and acceptance, in the implementation process.

- B. Consulting Services: The Contractor shall describe consulting service offerings and shall include titles and hourly billing rates of typical positions that provide this support, including third party providers.

Work in each major area of functionality, or module, is embarked upon with what we call a “Product Review”. In these sessions, the appropriate Keystone Product Manager will meet with the customer’s project manager, management, and key department leads, to conduct an on-site, detailed, function-by-function operational review of the standard version of the software, presenting options for configuration and methods of use, and raising issues for discussion and decisions. These sessions are intended to involve only key personnel (department managers, senior management, IT staff and the project manager) and are not intended to be user training at this point. These sessions will present needs for decisions as to particular processes and methods of use, perhaps involving procedural and/or software changes, as well as defining methods of providing for electronic conversion of existing data, desired report formats, and the like.

The introductory consultative sessions to each application area serve three important purposes:

- (1) The many system settings and parameter checklists are reviewed, and decisions arrived at, so that the system is set to operate on the basis desired by the customer.*
- (2) The sessions provide the opportunity to identify any potential problem areas or where changes in the customer’s procedures, or software changes, may be required or desired in order to achieve the optimal implementation of the software, and*
- (3) The sessions establish an initial understanding of what each organization (and whom specifically within each) must do, and in what desired timeframe, for the module’s implementation to be successfully completed.*

From these meetings, Keystone provides written minutes of content and decisions achieved, and updates the project plan, adding detail to applicable steps and identifying the responsible parties, for the customer’s review and approval.

Keystone works through these Product Review Meetings with standard checklists for thoroughness, and follows with a written summary which may be accompanied by quotations for programming work (software modifications, data conversions and customer interfaces) as requested or applicable. Any modification or data conversion work required is defined in detail on our standard “Statement of Work” (“SOW”) template, with any associated cost identified, as well as agreed upon delivery dates, and this is signed by both organizations’ Project Managers. Any approved SOW’s, in turn, update the project plan and timeline.

All project implementation services are staffed by Keystone employees. Please see below for resumes of key personnel intended for the proposed project. Hourly rates are packaged in this proposal for the complete implementation, at \$100/hour. On-going service rates range between \$125/hour and \$160/hour depending on the type of service.

- C. Workflows: The Contractor shall describe any workflow functionality that is included with the software solution. If the requirements noted in this RFP require additional workflows beyond those included in the software solution the cost for those workflows shall be included in the total project cost. To the extent that the County needs additional workflows developed beyond the requirements of this RFP the cost for developing the workflows will be based on rates noted under Consulting Services above.

Numerous workflows, in the form of system work queues, system messaging and automated emails, permeate the applications and cross between and among all major systems. Fuller descriptions and specific examples are included in system manuals, but include things such as:

- auto creation of AP agency invoices resulting from a payroll run*
- alerts to human resources personnel and to the employee concerning pending dates on which certifications are due*
- summary emails (or optionally, system on-screen messaging) alerting requisition approvers to pending requisitions needing review.*

- D. Data Conversion Services: The Contractor shall describe any data conversion services provided. The Contractor shall be required to convert financial data for the systems noted below. As part of the project the Contractor shall develop a Data Conversion Plan that documents the requirements and procedures for converting this financial and payroll related data, including recommendation on the years of data to be converted and the level of data detail for the data conversion. The Data Conversion Plan shall address conversion of the following:

We ask the customer to identify necessary data sources and files during appropriate Product Review sessions. Keystone provides spreadsheet templates to guide the data conversion for most applications, which the customer is expected to populate with the requested data. Keystone has a number of utilities to aid the data migration including a chart of account cross walk, and a vendor review and purge capability.

A total estimate for data conversion programming services is proposed herein without a review of the County's particular data files, but based only on Keystone's prior and typical experiences. Keystone has performed conversions from Bright and Associates software.

Should a different method be required than that which Keystone has anticipated from past similar experience, the provided costs estimates may not be as relevant. A closer review of the effort can be made at the Customer's request which can result in Keystone's ability to present fixed cost amounts, on a per file basis, for the customer to approve individually.

The mutually agreed upon data to be converted must be delivered to Keystone by the customer in a commonly acceptable file format. Currently acceptable formats include fixed-length, comma or tab delimited ASCII text files, as well as Excel spreadsheets. The data must also be accompanied by appropriate detailed descriptive information at a field content level.

Keystone performs the data conversion applicable to any application module prior to its user training to aid the training with local, familiar data, and also so that the training may serve as an additional data conversion validation. Once the data conversion utility program for a file is written, tested and corrected as needed, it may then be run against the customer's data for a refresh/update for any parallel testing as desired and agreed to in the implementation plan, and then finally just prior to production use of the application. A major differentiator with Keystone is the attention to the data conversion early in the process such that the training is more relevant (using local data and parameter settings desired by the customer) and our flexibility to work with our customer to get as much legacy data as possible integrated with the new systems.

1. Accounts Payable – Bright System
2. Budget – Bright System, Excel Spreadsheets
3. Debt Management and Capital Project Accounting – Bright System, Excel Spreadsheets
4. Fixed Assets – Bassett (2 years of data)
5. General Ledger – Bright System (some reports (CAFR) in Excel)
6. Grant Accounting – Excel Spreadsheets
7. HR Benefits – SunGard System
8. Payroll – SunGard System
9. Purchasing – Bright System

- 2.7 PROJECT MANAGEMENT & KEY PERSONNEL SERVICES: The Contractor shall describe its project management services and those of key personnel. These services should include: resource management; project monitoring; configuration management; quality assurance; test planning; post-implementation support; and documentation. The Contractor shall provide a Project Manager for the project, who should be prepared to draft and submit project plans and project status reports, and attend regular status meetings.

Hanover requires assurances as to the consistency and quality of vendor staffing for this project. The Contractor shall designate key personnel assigned to the project and shall provide resumes of these individuals. Resumes shall include typical qualifications, including relevant experience with similar projects. Hanover will work with the selected contractor to ensure the appropriate key personnel are assigned to the project. Once the team has been established, the County must be notified by the Contractor of any changes to key personnel after contract approval. The County shall have the right to request key personnel be removed from the project team and replaced with a substitute.

Keystone assigns a project manager to the implementation to serve as the primary point of contact and the individual responsible to coordinate all of the Keystone resources, and subject matter expert personnel, who will be involved in the total engagement. The Keystone project manager is delegated responsibility to manage the Keystone personnel to the extent of their involvement in the customer/project, as backed by the Vice President of Client Services. It is anticipated that the customer will designate a project manager with similar authority delegated with regard to the customer's staff participation in the project and with the responsibility to seek and obtain approvals on decisions required to advance the implementation project. Alternatively, the customer may assign a different project manager for each major functional area, (such as Financials manager, Human Resource manager, Tax Collections, etc.), who will work with Keystone's assigned project manager and have the delegated authority and responsibility for the applicable areas being addressed. Keystone's project manager will manage communications and written tracking and documentation of the project. The customer's project manager(s) need to have, or be able to obtain, the authority to make these assignments, as well as for review and approvals and acceptances prescribed in the agreement, and required for Keystone to be able to proceed. It is not productive for the vendor to have to answer to multiple parties in decisions and approvals needed. That work should be coordinated by customer's project manager, being delegated sufficient authority to speak on behalf of the various department heads and system users.

Key Personnel to be involved with the proposed implementation:

*Keystone's President and Chief Operating Officer is **Judson B. Van Dervort, Jr.** He is also the son of the founder, (who, continues to be Keystone's majority shareholder and Chairman). Judd Jr.'s career with Keystone now spans over twenty-five years in which he has held positions in sales and account management, marketing, administration and general management. Judd has three direct reports on the VP/Operations Management level of the company. They are: Senior Vice President, **Stephen Juliana**, Vice President for Client Services, **Michael Liggera**, and **Kristin Morrissey**, the company's controller and administrator. Judd applies most of his focus to new account business development and customer relationship management, as well as general management oversight and strategic planning. Judd has a bachelor of arts degree from Georgetown University.*

***Stephen D. Juliana** Senior Vice President. Steve applies his primary focus to the development and quality assurance of Keystone's Application Software Products. Over the years he has himself authored many Keystone application products. Steve has oversight responsibility for all software development and technical support. With over thirty years of employment with Keystone,*

Steve is its lead technical management resource. Steve has a computer science degree from Rider University.

Michael Liggera, Esq. *Vice President, Client Services. Mike's primary focus is oversight of the activity of implementation projects, on-going help desk support (which we call "Client Care"), and he is overall primary relationship manager with all current customers. Mike stays attuned to our client's needs and the potential for their growth into new Keystone products and upgrades as they become available. Mike joined Keystone in the spring of 2007, with a diverse background in the software industry, including project management and product development. He holds an undergraduate degree from Princeton University in computer science, as well as a law degree from Temple University.*

Ralph Giordano. *Lead Systems Specialist. An employee of over eight years, Ralph joined Keystone already with strong skills in numerous systems-related areas, including Windows, UNIX, Linux, networks, firewalls, and much more. In addition, Ralph has years of experience working with the UniVerse and U2 Web DE environments. Some of Ralph's recent cases involved setting up domain controllers, writing scripts, migrating data from UNIX to Windows, troubleshooting DNS issues, and troubleshooting printer issues. Ralph would be involved in the proposed engagement at the point of initial system set-up and network integration, and he serves in on-going support for our customers at the system level.*

Glen Schuehler, Financials Product Manager. *Glen has been with Keystone for over fifteen years. In 1999, he took the lead responsibility for the direction and quality of Keystone's integrated suite of Financial applications and is Keystone's most knowledgeable resource about this product suite. All approvals for product design and revisions are directed by Glen.*

Scott Joyce, Manager/Client Support, Financials/KEMS Applications. *Scott has been with Keystone since 2001, always as a programmer and engineer in our Financial applications products. Formerly, Scott worked for Burlington County, New Jersey, a user of Keystone products. Scott is involved in Financials, Payroll and HR product development and client support, with deep technical knowledge of these product sets.*

Charles Ruiz, Programmer/Analyst, KEMS. *Chuck has been with Keystone since 1997, always as a programmer and engineer in our Payroll and HR applications products. Chuck has deep expertise in the technical aspect of these products. He is involved in both client support and product development.*

Julie Brown Alfred, Project Manager/ Financial Systems Product Specialist. *Based in Charlotte, NC. Julie has over 20 years of experience in demonstration, testing, documentation, user training and support of local government financial, payroll, human resources and property tax software applications. Julie also joined Keystone through its acquisition of the long-time provider of these systems, Infocel Inc. of Raleigh, NC, (later EDS*

Julie also has relevant experience as a manager in the Tax Collections office in Mecklenburg County, (Charlotte) North Carolina. Julie has a B.A. from Meredith College.

Julie is intended to serve as the project manager as well as the primary trainer on the FIS applications for the proposed engagement. Julie is based in Charlotte, North Carolina.

Casey Radaszkiewicz, CPA, MBA Financials Product Specialist. *Casey joined Keystone in 2003, already with a long resume both as a Certified Public Accountant and public auditor, as well as in financial systems programming and support. Casey consults to the Financials product development team, provides Financials application support to customers, and directly consults to customers on accounting issues, and standards. Casey has been the project lead and lead trainer on numerous implementations of Keystone Financial modules.*

Renai Hall, KEMS, Product Specialist. *Renai joined Keystone in 2000 already with extensive experience working for a payroll services company. Renai is expert in the use of the KEMS application suite, consulting to Keystone's development staff and with customers on use and function issues. Renai has been the project lead and lead trainer on numerous implementations of Keystone Payroll and HR modules.*

John Dunkle, Sales and Relationship Management. *With a focused commitment to serve the Virginia Market, Keystone decided to add full-time representation in the state. Based in Blacksburg, VA, John joined Keystone in November of 2013 after a time working in sales for a Virginia-based Web-GIS company. In addition to experience in local government sales and marketing, and he has led in a variety of media, organizational, and public relations contexts. John has a BA in Communication and Marketing from Marshall University and two graduate degrees from Liberty University.*

John operates out of Keystone's Regional Sales Office, located at the Virginia Tech Corporate Research Center in Blacksburg, where Keystone has access to first class training facilities, classrooms, meeting rooms, and conference areas. He is intended to serve as the main point of contact for sales and company relations in Virginia and North Carolina, and he can be used as an auxiliary resource for ongoing relationship management.

**Organizational Chart
(See Attached PDF)**

- 2.8 **OPTIONAL SOFTWARE MODULES:** The supplier shall include a description of any enhancing facilities (or value-added components) available for use with the proposed software that have not been specifically requested in the RFP.

Please refer to Section 3, Proposal Pricing as well Section 9, Application Software Product Information, for descriptions of relevant Keystone application software modules which were not requirements of the County's RFP.

- 2.9 **HOSTED & SOFTWARE AS A SERVICE:** Offerors that are proposing a hosted or SaaS solution to meet the requirements of this RFP should consult Attachment E for more information. Attachment E includes a thorough list of opportunities and constraints that the County has identified as needing to be addressed when implementing hosted or SaaS solutions. Vendor responses for hosted and SaaS should address the items included in Attachment E.

Keystone does not itself offer system hosting services, but works with its customers and their hosting Providers, to establish an appropriate and secure environment for system use and supportability.

- 2.10 **QUERY/REPORTING TOOLS:** The proposed software solution shall include queries and reports that are considered necessary to track all the requirements noted in this RFP. Offerors shall describe any query/reporting tools available for the software solution. A list of standard reports that are provided as part of the system shall be provided with an explanation of what the purpose is for the specific query/report. To the extent that the County needs additional queries/reports developed beyond the requirements of this RFP the cost for developing the queries/reports will be based on rates noted under Consulting Services above.

There is an extensive set of pre-programmed reports throughout the LOGIC/SKools application modules, accessed via menu selections and prompts, throughout the applications. There are also several methods of creating simple or complex queries and reports, appropriate to the role and anticipated skill set of the user and

particular need. The following options apply to all Keystone application products:

- a. The Keystone Client Windows desktop includes an easy to use, point and click query builder, which follows the same user access security as the system programs. Users may query any file and fields on the database to which they have security access and "click" the results to the Office desktop (Excel, Word, PDF, etc.), or make an HTML version of the report, or automatically attach it to an email. These "Meta Queries" can also be set to run automatically as scheduled, with results automatically emailed to designated recipients. Meta Query tables, and synonym data labels, may be established locally by users. User-generated queries may be shared with other users in the organization, or even other Keystone users in the larger user group community.*
- b. The UniVerse system has a powerful command line query system, which permits in-built calculations etc. This is typically used by IT staff and key function support personnel.*
- c. The UniVerse database has a native SQL query function.*
- d. The UniVerse database can be queried by any SQL or ODBC-compliant external reporting tool. Therefore users of our system employ products such as Microsoft Query and Crystal Reports for access to the data.*
- e. In addition, the General Ledger module has an application-specific tool for building formatted financial statements, with a variety of options and settings.*

3. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

3.1 **GENERAL INSTRUCTIONS**

A. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to the RFP as follows:

1. One (1) original, so marked, and three (3) copies of each proposal.
2. A digital version of the proposal in PDF or DOC format on a CD or USB.
3. A digital version of the redacted proposal in PDF or DOC format on the same CD or USB, if possible.

B. **Proposal Preparation:**

1. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Purchasing requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. 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. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written

notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. (Reference Attachment C)

- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

3.2 SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- A. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

See above, section 1.

- B. Complete and return Attachments listed in Section 8.

See below, section 8.

- C. A written narrative statement to include:

- 1. Design, capability, and functionality of the proposed application software.

The LoGIC/SKools system is a mature and comprehensive, multi-user set of applications, with a thoughtful design, which has been gradually incorporating new platforms and technologies, and growing in scope and capability, continuously improving, based upon “real world” implementations. Extensive security is used to tailor the user experience to just those portions of the total application, menu selections, data sets, and type of interface, relevant to each user. However, regardless of this role-based system interaction, all transactions are made in real time, and so from a management perspective, system reporting reflects the status of the entire enterprise, as of that moment. Data sharing between applications, users and departments has always been a hallmark of the system’s base design. More recently, additional and increasing workflow functions are being added with each release to further enhance the user experience and to capitalize on the natural flow and integration of data throughout the entire set of software, with the assumption that many users will, or should be involved in performing functions, or viewing select information, from across the Financial, Human Resources and Revenue application modules.

Keystone, and its customers, have benefitted from never having to abandon original and cumulative product design and business logic for reasons of technological obsolescence. We have been very fortunate with regard to the versatility of the basis development environment chosen in how it has been convertible and portable to successive platforms, incorporating open-standards. Therefore much of what we developed in way of the ‘back end’ of the application, originally operating on proprietary platforms, was relatively easily converted to run in an open standards-compliant environment on the Windows and Linux platforms. To this evolving core structure and business logic, Keystone has been able to invest its resources in creating functional enhancements, and add-on modules and portals, incorporating new standards and technologies and the Microsoft Windows, and web browser user interfaces.

This is all a large factor in how Keystone is able to offer so comprehensive a product set, so affordably for the segment of the market we serve.

Keystone has also, so far, never seen the need to twilight a product version, as support has not been a burden with our having based successive product versions on the basis of prior ones.

Upgrades for our customers, have always been made with straightforward and cost-effective migration paths to similar applications, using new platforms, enhanced technologies, and new functionality. This has meant that our staff has been able to easily understand and support prior product platforms and versions and our customers have seen a tremendous preservation in a long-standing investment in a Keystone system.

User Interface and Role-Based Access, Interface, and Security

The LoGIC/SKools system employees two methods of user interface, based upon the “role” of the user and the set of application functions being accessed. These interfaces combine the best features, and application of a web browser functionality, for the more peripheral users (as well as for general public access), and a persistent login connection, using a powerful Windows-based desktop “thin” client for the organization’s “power users”, which desktop environment fully integrates with the Microsoft Office suite of applications for ease of data sharing with those applications. Typically, the core functions performed by staff in Finance, Payroll, Human Resources, Property Taxation, Permitting and Utility Billing users/departments will have screens and functions which make a persistent login connection to the Host/Database Server, using the “Keystone Client” windows desktop (thin client).

KeyNet/web module users on the other hand connect to a separate web server, with software provided by Rocket Software (through Keystone) which controls immediate and secured access to, and view of, data on the Host/Database Server. (Specifications for both of these servers are included in our response under “Equipment Recommendations”. Keystone is not proposing to supply these standard Microsoft Windows-based servers, nor any equipment or operating system licensing within our proposal.)

The user login ID controls not only a variety of access rights throughout the applications but also routing for workflows, email alerts and approval levels, with the ability to set update or view-only rights, down to the file, field, and even record level. The login ID presents only those menu items and data relevant to the user, and the Client user’s “desktop” setup, including shortcuts and preference settings, “follows” him or her, regardless of workstation device or location used to log into the system.

Keystone’s proposal completely includes the licensing, installation and first-line support of all of the underlying database, and environment products necessary to the applications and the integration of the Web Server/users and Host/Database Server, not including the hardware and basis operating systems, and related utilities (Microsoft Windows, network, and system backup software, etc.).

(Note that Mac users, whose role and system functionality are not addressed by KeyNet or Web PAAS functions, would need to run a Windows OS (virtual on Mac) to use the LOGIC/ SKools applications using Keystone Client.)

On-going Product Development

Much of Keystone’s present product development has been focused on adding web browser-based access and portals with two purposes:

- 1. Removing the need for certain types of system users to need a persistent network connection/log-in or to have desktop / windows client install. The user types being addressed primarily in this effort are those who are more peripherally involved with the financial and human resources applications, who are greater in number than the core or “power users”, and who perform typically smaller, simpler transactions. Examples are department heads, and school-based secretaries and principals, for functions such as*

account inquiry, purchase requisitions and approvals, purchase order receiving and initial budget development/input.

- 2. Integration of non-traditional users directly with the system, (such as classroom teachers, or the general public) who formerly would have needed to interact via paper, or off-line communication with traditional business systems. Examples of these are all employees of the organization for direct view of their payroll and personnel data, leave requests and approvals, benefits enrollment; job applicants for on-line application submission; tax payers or the general public viewing real estate valuation data or paying tax and utility bills on line. Major coming development includes: A Vendor Portal for vendors granted access to view and update certain information; Building Permit applications on-line; the ability for employees to seek conference and travel approvals, as well as travel expense reimbursements, via on line portal. These modules are set for release in the in 2015.*
- 3. Integration of other web browser-based functions. One relevant example is our “shopping cart interface” component to our KeyNet Requisitions module, whereby we can set up a link to the web site of vendors with whom our customers have established buying relationships, so that the requisition on the Keystone system can be automatically populated with items (product numbers, descriptions and pricing relevant to the buying relationship) without the user needing to key that data into the requisition. The information is thereby included for the approval routing, and available to print (or send electronically) on the purchase order.*
- 4. Enabling appropriate application functions for use with mobile devices.*

The other major development initiative in the works at Keystone is development of our own, fully integrated document / content management system, which will generally meet the specifications highlighted in the RFP. Certain functionality is already available and more instances of this capability are being added to various modules with each successive update release. Keystone will be willing to agree, by contract, on specifications and delivery dates for this added capability, in order to meet the County’s desired implementation plans. We are also beginning work on user/role-based management dashboards to be presented upon system log-in.

Third Party Partner – Rocket Software

The basis development and run environment for Keystone’s application software products is the UniVerse “RDBMS”. Owned for over ten years by IBM, then later sold to its present owner, long-time IBM partner, Rocket Software, the UniVerse environment offers an open-standards, robust and efficient development and deployment environment for business and transactional applications. Applications are easily and rapidly developed and modified with UniVerse, and related toolsets. The environment is ideal for operations having limited IT staff/ resources as it requires minimal administration. UniVerse acts as both the program environment and the application’s transactional database, employing native query access as well as SQL access. Data may be written from this transactional environment to a SQL Server database for additional reporting access if that is preferred by the customer. UniVerse is also ODBC compliant and supports XML, Web Services and EDI. The “MultiValue” or extended relational database model allows for flexible, natural mapping of real world data. Developers are not constrained as multi-dimensional models have variable length fields and files.

As an authorized distributor and product support provider, Keystone partners with Rocket Software, a leading global developer of software products that help corporations, government agencies and other organizations reach their technology and business goals. Rocket Software has more than 10,000 customers and over 5 million product end-users. In

addition to the UniVerse product and tool sets, Rocket provides tools for creating and maintaining web browser-based applications, which work in conjunction with UniVerse, “U2 Web DE”. All of these products are standards-based, platform independent, and easily administered, making them the ideal development environment for the small to mid-sized enterprise. UniVerse is also scalable with some very large implementations deployed. Keystone, itself has user installations on this platform ranging in scale from eight to fifteen hundred concurrent system users.

For more information, visit www.rocketsoftware.com

Rocket U2 is the basis of thousands of application software products across business, manufacturing, finance, education and government market sectors. Over a third of all U.S. colleges and universities today run administrative ERP systems based on Rocket U2 database servers.

Rocket U2 products are installed in tens of thousands of sites around the world. Nearly five million people use the products every day, including:

- 70% of North America’s largest independent insurance agencies
- 80% of automobile dealerships in North America
- 55% of Fortune 100 companies
- 50% of the top 400 energy-products companies
- 10% of all furniture sales in the United States
- 95+% of all international airline luggage checked in Australia
- 42% of UK union members

System Administration Tools

The underlying database and programming environment for Keystone (UniVerse) includes a number of built-in system administration tools, such as UniAdmin and the U2 Extensible Administration Tool. Additionally, many system resources can be managed through various utilities created by Keystone, included within the Keystone Client software itself. Keystone includes system administration training on these tools for your IT staff with the implementation. The U2 Extensible Administration Tool enables you to perform the following tasks:

- Administer Accounts
 - o Create a new account
 - o View details of an existing account
 - o Delete an Account
- Create Backups
 - o Backup UniVerse accounts
- Change UniVerse configuration parameters
- Administer UCI or UniVerse ODBC data sources
 - o Create a data source
 - o Delete an existing data source
 - o View or modify information about a data source
- Administer UniVerse deadlocks
 - o Start or stop the UniVerse Deadlock Manager
 - o Configure the Deadlock Manager
 - o Manually resolve file locking conflicts
- Administer Devices
 - o Configure tapes

- o Configure printer
- o Configure other device
- View file system usage
 - o Define and update log configuration table
 - o Define and update archive configuration table
- File Tools
- View files in UniVerse accounts
- Import
 - o Import non-UniVerse accounts from Prime Information or Pick systems
 - o Manually import non-UniVerse accounts from tape
- License UniVerse or UV/Net
 - o View information about licenses in use
 - o Clean UniVerse license
 - o Update UniVerse license
- Administer Locks
 - o Monitor locks
 - o Clear file locks
 - o Clear record locks
 - o Clear group locks
- Administer network services
 - o Administer telnet services
 - o Administer other services
- Monitor UniVerse processes
 - o Monitor performance
- Administer U2 Data Replication
- Manage U2 Data Encryption
- Manage UniVerse Logging capabilities
- Restore files from backup
- Manage shared programs
 - o Define programs to load into shared memory
 - o Modify programs in shared memory
 - o Load program into catalog shared memory
 - o Remove catalog shared memory segment
- Configure SSL
- Execute UniVerse commands
- Administer UniVerse users
 - o View user and background processes
 - o Terminate a UniVerse user process
- o Send a message to a UniVerse user

Data rarely needs to be archived within Keystone software, but Keystone can perform these services upon request for specific files. The most common files are the General Ledger Detail and Vendor files.

Remote Access

Keystone's applications can be accessed remotely through web browsers or Keystone Client (which uses SSL encryption). The KeyNet (web-based) applications can be accessed by any mobile device, allowing your staff and your employees to perform various functions remotely (such as entering/approving requisitions, viewing pay stubs, etc.). In addition, all

standard remote access methods are available for system access, since Keystone runs on Windows-based servers.

2. The level of integration between modules.

The functionality of the entire LOGIC/SKools application set reflects a thoughtful design and the benefit of a consistent, single system platform/development environment. Levels of integration between and among business processes and functions that are intuitive from the standpoint of how processes should interact, are largely as anticipated in Keystone's systems. A full product demonstration, of at least a full day in duration, would be required to fully convey this point relative to the proposed application modules, via many examples.

3. References from customers of a similar size to Hanover County who have installed the proposed solution.

Please see vendor data sheet for relevant references, users of the current version of the proposed products. In addition to this, Keystone has implemented enterprise wide systems for other applications, or on a more customized basis, for organizations larger than Hanover County and Schools including: The School District of Philadelphia, PA (a custom city-wide student records management system), the School District of Paterson, NJ (district-wide student records management system, 28,000 student enrollment), and the County of Burlington, NJ (custom financial, payroll, and human resources system for county with population of over 300,000).

4. A statement of the offering company's financial stability, capacity and resources.

See above, "Company Background" section 1.

5. Describe installed base of customers specifically in Virginia and generally across the U.S.

Keystone serves over 80 public sector customers in six states, including in Virginia. Details about Keystone's Virginia customer base are as follows:

Detailed Reference List – Virginia Customers Local Government

<i>CUSTOMER & ADDRESS</i>	<i>PHONE NUMBER</i>	<i>CONTACT NAME & TITLE</i>	<i>KEYSTONE SOFTWARE & RELEASES</i>	<i>USER SINCE / POPULATION / ENROLLMENT</i>
<p>Fauquier County Department of Information Resources 320 Hospital Drive, Suite 9 Warrenton, VA 20186</p> <p>Office of the Commissioner of the Revenue 10 Hotel Street Warrenton, VA 20186</p> <p>www.fauquiercounty.gov</p>	<p>540-422-8385</p> <p>540-347-8622</p>	<p>Ms. Patty McSweeney Reassessment Project Manager /Systems Analyst patty.mcsweeney@fauquiercounty.gov</p> <p>Mr. Ross W. D'Urso Commissioner of Revenue commish@fauquiercounty.gov</p>	<p>PAAS II Real Estate Tax Appraisal Land Records Mgmt. Tax Billing GEO PAAS Level 2</p>	<p>May, 1998 66,500</p>

CUSTOMER & ADDRESS	PHONE NUMBER	CONTACT NAME & TITLE	KEYSTONE SOFTWARE & RELEASES	USER SINCE / POPULATION / ENROLLMENT
City of Manassas Park One Park Center Court Manassas Park, VA 20111 http://www.cityofmanassaspark.us	703-335-8803 Fax -703-335-1405 703-257-2625 703-335-0027 703-335-8825 Fax-730-335-2766 703-335-8835 Fax-703-335-9992 703-393-0881 703-335-8820	Mr. Gary Fields Finance Director g.fields@manassasparkva.gov Ms. Maggie Kain HR Dir maggie.kain@manassasparkva.gov Mr. Brian Leeper IT Dir b.leeper@manassasparkva.gov Ms. Debra Wood Commissioner of Rev. d.wood@manassasparkva.gov Ms. Winifred O'Neal Treasurer w.oneal@manassasparkva.gov Mr. James (Jay) Johnson, Jr. Public Works Director j.johnson@manassasparkva.gov Mrs. Vanessa Watson Dir of Planning and Zoning v.watson@manassasparkva.gov	Financials Fixed Assets Accounts Receivable Centralized Collections KeyNet Financials/ Requisitions KEMS Payroll Position Control Employee Cost Projections Leave/Attendance Tracking Time Clock Interface KeyNet Employee Portal KeyNet Leave Requests KeyNet Benefits KeyNet Applicant PAAS Land Records Tax Billing Tax Collections Building Permits Utility Billing Business Licenses KeyNet Payment Portal	January 2014 15,798
Pittsylvania County 1 Center Street PO Box 426 Chatham, VA 24531-3113 www.pittgov.org	434-432-7769 434-432-7741 Fax – 434-432-7746 434-432-7742 434-432-7785 Fax – 434-432-7970	Mr. Scott Budd IT Director scott.budd@pittgov.org Ms. Kathy Yeatts Payroll Clerk kathy.yeatts@pittgov.org Ms. Kim Van Der Hyde Finance Director kim.vanderhyde@pittgov.org Mr. Kevin Bumper Software Analyst kevin.bumper@pittgov.org	Financials Fixed Assets KEMS Payroll Employee Information Leave and Attedace	May, 1998 62,800

CUSTOMER & ADDRESS	PHONE NUMBER	CONTACT NAME & TITLE	KEYSTONE SOFTWARE & RELEASES	USER SINCE / POPULATION / ENROLLMENT
<p>Pittsylvania County Office of Commissionn er of Revenue PO Box 272 Court House Chatham, VA 24531</p> <p>Treasurer's Office PO Box 230 11 Bank Street, Courthouse Annex Chatham, VA 24531</p>	<p>434-432-7942</p> <p>434-432-7940 Fax – 434-432-7951</p> <p>434-432-7962</p> <p>434-432-7963</p>	<p>Ms. Shirley Hammock Ch. Dep. Comm. of Rev. shirley_hammock@pittgov.org</p> <p>Mr. Sam Swanson Commissioner of Revenue sam.swanson@pittgov.org</p> <p>Ms. Donna Hudson Deputy Treasurer donna.hudson@pittgov.org</p> <p>Ms. M. Kate Berger Treasurer Kate.Berger@pittgov.org</p>	<p>PAAS II</p> <ul style="list-style-type: none"> Real Estate Tax Appraisal Land Records Mgmt. Tax Billing Tax Collections Meals Tax State Income Tax <p>Centralized Collections Image PAAS GV47 - Building Permits</p>	
<p>Rappahannoc k County PO Box 519 Washington, VA 22747</p> <p>www.rappahannock.com m-rev.state.va.us</p>	<p>540-675-5360</p> <p>540-675-5370</p> <p>540-675-5370</p> <p>540-675-5370</p> <p>540-675-5370</p>	<p>Ms. Debbie Knick Treasurer dlknick@co.rappahannock.com m-rev.state.va.us</p> <p>Ms. Sharon Dodson Chief Deputy COR sdodson@co.rappahannock.com m-rev.state.va.us</p> <p>Ms. Beverly S. Atkins Comm of the Revenue batkins@co.rappahannock.com m-rev.state.va.us</p> <p>Mr. Doug Shiffman Finance Director dshiffman@co.rappahannock.com m-rev.state.va.us</p> <p>Mr. John McCarthy County Manager jmccarthy@co.rappahannock.com m-rev.state.va.us</p>	<p>PAAS II: Tax Billing and Collections Centralized Collections Back up Disaster Recovery</p>	<p>July, 2012 7,500</p>

<i>CUSTOMER & ADDRESS</i>	<i>PHONE NUMBER</i>	<i>CONTACT NAME & TITLE</i>	<i>KEYSTONE SOFTWARE & RELEASES</i>	<i>USER SINCE / POPULATION / ENROLLMENT</i>
Wise County 206 East Main Street PO Box 1308 Wise, VA 24293 http://www.wisecounty.org	276-328-3666 273-328-3666 276-328-2321 276-328-2321 276-328-2321	Ms. Delores Smith Treasurer smith_d@wisecounty.org Mr. Daniel Stanley Deputy Treasurer. stanley_d@wisecounty.org Mr. Martin Gilliam IT Supervisor gilliam_m@wisecounty.org Mr. Jeff Gilliam Finance/Payroll Supervisor gilliam_j@wisecounty.org Mr. David L. COX Financials Admin. cox_d@wisecounty.org	PAAS II Interface to 3 rd Party Appraisal System Tax Billing Tax Collections Meals Tax Dog Tags Check Scanning Interface Centralized Collections Financials Requisitions Fixed Assets KEMS Employee Information Leave/Attendance Tracking Payroll	April, 2007 41,905

Detailed Reference List – Virginia Customers School Divisions

<i>CUSTOMER & ADDRESS</i>	<i>PHONE NUMBER</i>	<i>CONTACT NAME & TITLE</i>	<i>KEYSTONE SOFTWARE & RELEASES</i>	<i>USER SINCE / POPULATION / ENROLLMENT</i>
Dinwiddie County Public Schools 14016 Boydton Plank Road PO Box 7 Dinwiddie, VA 23841 www.dcpsnet.org	804-469-4190 x239 804-804-469-4190 804-469-4190 Fax - 804-469-4197 804-469-4190 Fax-804-469-4197	Ms. Christie Fleming Exec Dir, Fiscal Op cfleming@dcpsnet.org Ms. Brenda Austin Finance Officer baustin@dcpsnet.org Ms. Cheryl Perkins HR Director cperkins@dcpsnet.org Mr. Chris Wells Payroll Specialist cwell@dcpsnet.org	Financials Requisitions KeyNet Teacher Requisitions KEMS Payroll Employee Information Employee Cost Projections Position Control Leave/Attend. Tracking Substitute Tracking Applicant Tracking KeyNet Employee Portal KeyNet Applicant Tracking KeyNet Leave Requests Back up / Disaster Recovery	May, 2007 4,650
Falls Church City Public Schools 800 West Broad Street Falls Church, VA 22046 www.fcps.org	703-248-5604 Fax-703-248-5613 703-248-5614	Ms. Lisa High Assist Superintendent of Personnel and Curriculum lhigh@fcps.org Ms. Devita Godette-Eason HR godette-easond@fcps.org	KEMS Employee Information Position Control Leave and Attendance Tracking Substitute Tracking Sub Placement System Interface KeyNet Applicant KeyNet Employee Portal KeyNet Benefits	Jan., 2013 2,421
Greensville County Public Schools 105 Ruffin Street Emporia, VA 23847 www.greensville.k12.va.us	434-634-3748 Fax 434-634-3495 434-634-3748	Ms. Janet Roberts Personnel Director jroberts@gcps1.com Ms. DiAnna Palenka Software Specialist dpalenka@gcps1.com	KEMS Employee Information Leave/Attend. Tracking Substitute Tracking KeyNet Employee Portal KeyNet Leave Requests	July, 2009 2,251

<i>CUSTOMER & ADDRESS</i>	<i>PHONE NUMBER</i>	<i>CONTACT NAME & TITLE</i>	<i>KEYSTONE SOFTWARE & RELEASES</i>	<i>USER SINCE / POPULATION / ENROLLMENT</i>
Manassas Park City Schools One Park Center Court, Ste. A Manassas Park, VA 20111 http://mpark2.schools.net	703-335-8868 Fax- 703-361-4583 703-335-8850 703-335-8850 703-335-8852	Ms. Krista Kelly Finance Director krista.kelly@mpark.net Mr. Matt McCormack Dir of IT matt.mccormack@mpark.net Ms. Shannon Watson Dir of HR shannon.dwatson@mpark.net Ms. Megan Lanham Payroll Manager megan.lanham@mpark.net	Financials Fixed Assets Accounts Receivable Centralized Receipts KeyNet Financials/ Requisitions KEMS Payroll Position Control Employee Cost Projections Leave/Attendance Tracking Time Clock Interface Sub Placement System Interface KeyNet Employee Portal KeyNet Leave Requests KeyNet Benefits KeyNet Applicant	February 2014 3,123
Petersburg City Public Schools 255 South Boulevard East Petersburg, VA 23805 www.petersburg.k12.va.us	804-862-7064 804-862-7048 804-862-7063 804-862-7065	Ms. Donita Harper Dir of Bus/Fin dharper@petersburg.k12.va.us Mr. Charles Ponton Dir of Technology chponton@petersburg.k12.va.us Ms. Carol Potter Accountant capotter@petersburg.k12.va.us Ms. Nicole Lewis P/R nilewis@petersburg.k12.va.us	Financials Requisitions Inventory Tracking Fixed Assets KeyNet Financials/Requisitions Shopping Cart Interface KEMS Payroll Employee Information Leave/Attend. Tracking Applicant Tracking Substitute Tracking Sub Placement System Interface Employee Cost Projections Position Control KeyNet Applicant KeyNet Employee Portal KeyNet Leave Request Back up Disaster Recovery	February, 2008 4,901

CUSTOMER & ADDRESS	PHONE NUMBER	CONTACT NAME & TITLE	KEYSTONE SOFTWARE & RELEASES	USER SINCE / POPULATION / ENROLLMENT
Pittsylvania County Schools 39 Bank Street, SE P. O. Box 232 Chatham, VA 24531-0232 www.pcs.k12.va.us	434-432-2761 x5011 434-432-2761 x5016 434-432-7961 x5009 434-432-2761 x5024	Dr. Lillian Holland Asst. Sup. For Admin lillian.holland@pcs.k12.va.us Ms. Tracey Worley Dir or Finance tracey.worley@pcs.k12.va.us Ms. Amy Hardy Accountant amy.hardy@pcs.k12.va.us Ms. Jane Nichols Payroll Supervisor jane.nichols@pcs.k12.va.us	Financials KEMS Payroll Personnel Employee Cost Projections Backup Server	Feb., 1999 9,426

6. Describe professional staffing available for development, training, implementation, and support services.

Please see sample resumes above in section 2.7

7. Pertinent items noted under Section 2 Statement of Needs.

Submitted above.

8. All items noted under Section 5 Information Technology Terms and Conditions.

Submitted below.

- D. Specific plans for providing the proposed services. Each of the Functional Areas as listed in Section 2.2 shall be identified in a Table of Contents to identify where they are located in the proposal to facilitate the review/evaluation process.
- E. Total Cost of Ownership assessment over 5 years to include hardware costs, software costs, direct costs, indirect costs, travel related costs, installation costs of hardware/software, systems management, maintenance costs, and data conversion services and life cycle estimates for operating, upgrading, and maintaining the solution.

Software and Services Cost Proposal

Summary of Projected Costs

Keystone LOGIC Application Software Modules: License for Tier 4: Up to 120,000 population, and up to 128 concurrent database users. (Note #1)	One- time License Fees	Implementation Services			Annual Maintenance (See Note #7)
		Estimated number of person/trips (Note # 4)	Included Training Hours (Notes 2 and 3)	Fixed Price Services	
FIS	\$170,292	7	210 Hours	Included in License Fees	\$35,605
KEMS	\$153,293	10	300 Hours	Included in license fee	\$37,051
Other Products & Services	\$55,944	6	90 Hours	\$18,400	\$14,634
Totals	\$379,529	23	600 Total Included Training Hours	\$18,400	\$87,290

Total One Time Fixed Amounts	\$397,929
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Other Estimated Additional Project Costs (One Time)

Data Conversion: Fixed fee block of hours, specially priced. Up to 175 hours. Not refundable. County will be apprised of use of these hours as conversion progresses, and may decline conversion of selected files. Time in excess of 175 hours to be billed at standard rate of \$160/hour. Any hours not used/tracked for data conversion can be applied to any other KIS project work.	\$17,500
Fit analysis and best practices consultation. “Keystone Product Review” sessions. (Hours assigned to “Requirements and Design” column of the table in RFP section 2.2”) Offered as a specially priced minimum block of 250 hours using the reduced rate of \$100/hour. Hours will be tracked and reported by Keystone. Obstacles, and shortfalls of the estimate will be documented and the customer alerted for decision and direction as to effort to apply. Any hours not used from this block may be reallocated by customer to work for any other aspect of the implementation.	\$25,000
Project Management / Administration – across all proposed application modules/entire proposed project: (Hours as noted in “Project Management” row of table in RFP section 2.2.) Offered as a specially priced minimum block of 200 hours using the reduced rate of \$100/hour. Hours will be tracked and reported by Keystone. Obstacles, and shortfalls of the estimate will be documented and the customer alerted for decision and direction as to effort to apply. Any hours not used from this block may be reallocated by customer to work for any other aspect of the implementation.	\$20,000
Testing across all proposed application modules/entire proposed project: (Hours as noted in “Testing” column of table in RFP section 2.2. Not intended to be inclusive if initial testing of data conversion, which hours are estimated and tracked under “Data Conversion”). Offered as a specially priced minimum block of 150 hours using the reduced rate of \$100/hour. Hours will be tracked and reported by Keystone. Obstacles, and shortfalls of the estimate will be documented and the customer alerted for decision and direction as to effort to apply. Any hours not used from this block may be reallocated by customer to work for any other aspect of the implementation.	\$15,000
On Site Go-Live Assistance, across all proposed application modules/entire proposed project: (Hours as noted in “Implementation” column of table in RFP section 2.2). Offered as a specially priced minimum block of 195 hours using the reduced rate of \$100/hour. Hours will be tracked and reported by Keystone. Obstacles, and shortfalls of the estimate will be documented and the customer alerted for decision and direction as to effort to apply. Any hours not used from this block may be reallocated by customer to work for any other aspect of the implementation.	\$19,500
Travel Fees and Expense Reimbursement	\$79,180
Total Estimated Additional Amounts	\$176,180

TOTAL ONE TIME PROJECT COST, WITH ESTIMATED AMOUNTS	\$574,109
Less Special Incentive Discount based upon 15% off of one-time application software license fees, inclusive of training blocks.	(\$48,538)
TOTAL BID: ONE TIME COST, WITH ESTIMATED AMOUNTS	\$525,571

NOTE: Pricing does not include any equipment or network services. Information on requirements is provided in the “Equipment Recommendations” section of this document.

NOTE: The majority of the criteria listed in the detailed functional specifications is accommodated in the standard functionality of the modules we are proposing. However, some functions will require software modification or development where noted. Some cost resulting from Keystone’s time and resources would be involved in each of these modifications; we would work with the County on a discounted block of hours/rate for these, and fix a firm amount for the items which we are able to after a more detailed discussion, review, and agreement on a specification for each. Without that detailed discussion and review, we cannot accurately estimate costs for these items as part of our firm proposal pricing (along with new software interfaces), at this time.

Projection for Years 2-5 Costs:

The only fixed on-going cost for a non-hosted implementation would be the cost of annual maintenance (\$87,290 as quoted above) which includes unlimited access to support as well as all Keystone-generated product update releases for the licensed modules.

Annual maintenance costs usually undergo a marginal increase each year, consistently across all customers of the same tier. These have typically not exceeded 5% of the total annual cost in a given year, and often less. For budget purposes, an average of a 5% increase per year would do.

We also recommend budgeting for at least one annual visit by a Keystone staff person for what we call a “tune up”, usually 2-3 days duration, with a pre-set agenda of items to be reviewed, re-set, or reviewed and quoted as system enhancements. Cost: Approximately \$4,000 inclusive of travel expense.

An implementation of this size may want to also consider an annual budget for funding and prioritizing on-going development and enhancements. This can be further discussed to help the County anticipate an appropriate budget amount.

Finally, in the second year only, Keystone recommends a “Call Back” or “Second Time Around” training program for key users / department leads, who were trained during the initial implementation. This provides an opportunity to review items and features which were missed, or intentionally postponed during the initial implementation, given the breadth and scope of what is normally involved in that process. Our customers have found this very useful to gain greater benefit from the system in which they have invested. For this implementation, we recommend a budget of 10 days in the second year, at approximately \$1,500/ day (inclusive of travel costs), which would be refined and broken down into specific personnel/trips and agenda.

**Keystone Application Software Products
And Associated Implementation and Training Services
Itemized Pricing
Included in Total Cost Summary**

FIS

Financial Information Systems Application Software					
Keystone FIS Application Software Modules LOGIC: License for Tier 4: Up to 120,000 population, and up to 128 concurrent database users. (Note #1)	One-time License Fees	Implementation Services			Annual Maintenance (See Note #7)
		Estimated number of person/trips (Note # 4)	Included Training Hours (Notes 2 and 3)	Fixed Price Services	
Financials (Includes Budget Preparation, purchasing, Cash Receipts, Accounts Payable, General Ledger, Check Reconciliation, Grants/Projects Tracking, and Report Writer)	\$51,380	4	100	Included in license fee	\$10,276
<i>KeyNet</i> Financials with Requisitions	\$44,064	2	40	Included in license fee	\$8,813
Fixed Assets	\$18,053	1	20	Included in license fee	\$3,611
Accounts Receivable	\$23,236	1	20	Included in license fee	\$4,647
Vendor Bidding	\$23,236	1	20	Included in license fee	\$4,647
<i>KeyNet</i> Vendor Bidding	\$10,323	1	10	Included in license fee	\$3,611
Subtotal of Projected FIS Costs	\$170,292	7*	210 Hours	Included in license fee	See Below
TOTAL ONE TIME FIS COSTS				\$170,292	
Annual FIS Maintenance Costs					\$35,605

*Trips shown are individual for separate modules. The total represents combined-purpose trips, if the modules are implemented on the same project track.

Optional FIS Modules
 (Not included in total cost summary)

Financial Information Systems Application Software					
Keystone FIS Application Software Modules LOGIC: License for Tier 4: Up to 120,000 population, and up to 128 concurrent database users. (Note #1)	One-time License Fees	Implementation Services			Annual Maintenance (See Note #7)
		Estimated number of person/trips (Note # 4)	Included Training Hours (Notes 2 and 3)	Fixed Price Services	
Supplier Website Shopping Cart Interface	\$7,730	1	10	Included in license fee	\$1,044
Inventory	\$23,236	1	20	Included in license fee	\$4,647
Work Order Management	\$23,236	1	20	Included in license fee	\$4,647
<i>KeyNet</i> Work Orders	\$18,053	1	20	Included in license fee	\$3,611

Overview of Proposed FIS Modules

- *Financials*- This grouping of modules integrates standard accounting functions of local government/school board finance/business offices in the Commonwealth of Virginia including Budget Preparation, Purchasing, Cash Receipts, Accounts Payable, Check Reconciliation, Grants/Project Tracking, General Ledger, and Report Writer. Multiple users work to manage financial data with full integration centered on real-time updating to GL.
- *Fixed Asset Tracking*- Maintain financial data regarding major asset values, manage inventory, track
- *Miscellaneous Accounts Receivable*- Used for billing and customer accounts for miscellaneous items/services such as student activity fees.
- *KeyNet Financials*- Secure web portal for non-core system users to work in relevant standard financial modules (includes entry and approval of “Requisitions”, decentralized budget prep entry, and purchase order receiving).
- *Vendor Bidding / KeyNet Bidding*- Maintain database of vendor information and track bidding details and process bid analysis. Secure web access for vendors to view and respond to bids, which data can be imported to the analysis programs, above.

Overview of Optional FIS Modules

- *Supplier Shopping Cart Interface*- Allows users to purchase from common vendors online through the KeyNet Financials web portal.
- *Inventory*- Warehouse management tools including supply maintenance and financial tracking with integration to requisitions and purchasing.
- *Work Order Management / KeyNet Work Orders* - Request, approve, submit, and otherwise manage/track work orders. Web portal allowing employees to submit work order requests (without need for concurrent licensure) and allowing supervisory staff to review/approve those requests.

**Keystone Application Software Products
And Associated Implementation and Training Services
Itemized Pricing
Included in Total Cost Summary**

KEMS

Keystone Employee Management System Application Software					
Keystone KEMS Application Software Modules LOGIC: License for Tier 4: Up to 120,000 population, and up to 128 concurrent database users. (Note #1)	One-time License Fees	Implementation Services			Annual Maintenance Fees (See Note #7)
		Estimated number of person/trips (Note # 4)	Included Training Hours (Notes 2 and 3)	Fixed Price Services	
Employee Information	\$18,053	1	20	Included in license fee	\$3,611
Payroll	\$42,078	5	150	Included in license fee	\$8,416
KeyNet Employee (Bundled)**	\$11,573	1	20	Included in license fee	\$4,071
KeyNet Benefits Enrollment	\$26,735	1	20	Included in license fee	\$9,313
Position Control	\$10,276	1	10	Included in license fee	\$2,055
Employee Cost Projections	\$15,460	1	20	Included in license fee	\$3,092
Leave and Attendance Tracking	\$10,276	1	20	Included in license fee	\$2,055
KeyNet Leave Requests	\$7,269	1	20	Included in license fee	\$2,876
AESOPT™ Interface	\$11,573	1	20	Included in license fee	\$1,562
Subtotal of Projected KEMS Costs	\$153,293	10*	300 Hours	Included in license fee	See Below
TOTAL ONE TIME KEMS COSTS				\$153,293	
Annual KEMS Maintenance Costs					\$37,051

*Trips shown are individual for separate modules. The total represents combined-purpose trips, if the modules are implemented on the same project track.

Optional KEMS Modules
(Not included in total cost summary)

Keystone Employee Management System Application Software					
Keystone KEMS Application Software Modules LOGIC: License for Tier 4: Up to 120,000 population, and up to 128 concurrent database users. (Note #1)	One-time License Fees	Implementation Services			Annual Maintenance Fees (See Note #7)
		Estimated number of person/trips (Note # 4)	Included Training Hours (Notes 2 and 3)	Fixed Price Services	
<i>KeyNet</i> Applicant (Bundled with Employee Information and Applicant Client Version)	\$11,573	1	20	Included in license fee	\$4,071
<i>KeyNet</i> New Hire Portal	\$11,573	1	20	Included in license fee	\$4,071

Overview of Proposed KEMS Modules

- *Employee Information*- Maintain a central database of standard HR data such as personal information, benefit information, employment history, education/licensure information, employment status, payment summary, etc. (includes “Applicant Tracking” Client module).
- *Payroll*- Maintain transaction data, review time, calculate pay, and run checks and direct deposits.
- *KeyNet Employee*- Web access for employees to enter/edit/update their personal information, view/print paystubs and W-2’s, view payment history, request course approvals, etc.
- *KeyNet Benefits Enrollment*- Web access attaching to the Employee Portal for employees to complete the open enrollment process, integrates with benefit providers and employee information.
- *Position Control*- View and manage job codes, pay-scale information, employee rosters, position changes, and vacancies.
- *Employee Cost Projections*- Create and run scenarios for changes in payroll budgets based on individual or group raises, different benefit packages, and other variables.
- *Leave and Attendance Tracking*- Maintain attendance records for employees along with leave and calendar information with approvals.
- *KeyNet Leave Requests*- Web access for employees to request time off, pushing requests directly to designated supervisors for approval.

Overview of Optional KEMS Modules

- *KeyNet Applicant*- Secure web portal for job candidates to review and respond to job postings, upload resumes and other attachments, create and maintain profile information, track job posting status, and submit applications.
- *KeyNet New Hire Portal*- Secure web portal allowing applicants to enter/edit/update their personal information, electronically sign employment agreements, and fill out necessary HR and Payroll forms.

**Other Keystone-Required Products & Services
And Associated Implementation and Training Services
Itemized Pricing**

Other Required Products & Services					
Software Products or Services	One-time License Fees	Implementation Services			Annual Maintenance
		Estimated number of Person/trips (Note # 4)	Review/ Implementation / Training Max. Hours and Days (Notes #2 and 3)	Fixed Price Services Pricing	
Relational Database Licenses - UniVerse RDBMS - \$490 each Annual Maint.= \$80 each 75* Concurrent Users (Note #1)	\$36,750	N/A	As Required	Incl. in System Set-up	\$6,000
<i>Keystone Client</i> Windows Desktop Software - \$300 first License + \$175 ea. Additional Annual Maint. = \$40 each 75* Concurrent Users (Note #1)	\$13,250	N/A	As Required	Incl. in System Set-up	\$3,000
Keystone Systems Set up & Configuration Services: Host Server	N/A	Inc. Below	As Required	\$2,000	N/A
System Administration Training	N/A	2	40 Hours	\$6,400	N/A
System Application Security Training	N/A	2	40 Hours	\$6,400	N/A
ODBC/Ad Hoc Query Training and Support 2 @424/Year/Major Application area (FIS, KEMS)	N/A	1	10 Hours	\$1,600	\$848
System Admin/OS Annual Support 75* @ x \$50/User	N/A	N/A	N/A	N/A	\$3,750
Web Environment Products – Rocket U2 Web DE - “Webshare” License - \$1,620 each 2 Licenses Annual Maint. = \$287 each	\$3,240	N/A	As Required	Incl. in System Set-up	\$574
Web Environment Products – Rocket U2 Web DE - Object Server License - \$1,185 each: 1 License Annual Maint. = \$206 each	\$1,185	N/A	As Required	Incl. in System Set-up	\$206
Rocket U2 Web DE Designer	\$539	N/A	As Required	Incl. in System Set-up	\$96
2 Additional Relational Database Licenses - UniVerse RDBMS -	\$980	N/A	As Required	Incl. in System Set-up	\$160

\$490 each (For <i>KeyNet</i> Products user access) Annual Maint.= \$80 each					
Keystone Systems Set up & Configuration Services: Web Server	N/A	1	As Required	\$2,000	N/A
Subtotal of Projected Other Required Products & Services	\$55,944	6	90 Hours	\$18,400	See Below
TOTAL ONE TIME OTHER COSTS				\$74,344	
Annual Maintenance					\$14,634

*The number of 75 concurrent users is a “best estimate” based on the information provided in the RFP, the combination of client-based and web-based modules proposed, and projects of similar size and scope which Keystone has proposed and/or implemented in the past. Please note, the County can add or subtract from that number as needed in accordance with the various pricing structures listed.

**Breakdown of Travel Fees and Estimated Travel Related Expenses
(to be pre-approved, per trip, and reimbursed at actual cost.)
Included in Total Cost Summary**

Approximately 114 days on site, estimated as broken up in 44 trips total, with 15 Charlotte, NC-originated Keystone Person/Trips, and 29 Maple Shade, NJ-originated Keystone Person/Trips across entire implementation.

<u>Category</u>	<u>Number of Units</u>	<u>Cost per Unit</u>	<u>Total Cost</u>
Travel Fee from NC	15	\$500	\$7,500
Travel Fee from NJ	29	\$500	\$14,500
Transportation from NC (Air Travel)	15 trips	\$600	\$9,000
Transportation from NC (Car Rental)	36 Days	\$65	\$2,340
Transportation from NJ (Air Travel)	29 trips	\$600	\$17,400
Transportation from NJ (Car Rental)	78 Days	\$65	\$5,070
Lodging	114	\$120	\$13,680
Meals	114	\$65	\$7,410
Tolls/Parking/Misc.	114	\$20	\$2,280
TOTAL:			\$79,180

PRODUCT AND SERVICE PRICING NOTES:

1. Software Product Licensing/ User Count

Both the UniVerse® Database and “Keystone Client™” desktop software are licensed based upon a total number of concurrent user sessions needed available to any of the host server-based Keystone Application Software. A PC client-based session creates a “persistent” connection to the host server database, from the point of user login to log off.

Keystone’s Application Software license fee pricing is then determined based on a pricing tier or bracket associated with the Database license user count, and other determinants of the organization’s scope and size. Per our experience, these factors bear a strong relationship to the complexity of the implementation, degree of use of the system, and on-going support activity. (Annual support fees are a percentage of the Software license fees.)

The number of enabled concurrent users of the Database and PC client may be increased at any time by purchasing additional licenses in singleton increments. If the resulting UniVerse user count crosses Keystone’s Application Software license tiers, an incremental Application Software license fee is also charged to license the applications for the higher tier.

“KeyNet” series, Application Software “role-based” web portals use only a web browser interface and *do not* create a persistent connection to the host Application server database; Therefore, users of these portals do not need to be included in the user license counts for UniVerse and Keystone Client licenses, and thereby also do not affect the Keystone Application Software license tier. However, use of any of these portals does require a separate web server, and the licensing of Rocket Software’s “U2 Web DE” software, used to secure and integrate the *KeyNet* series applications with the host database, for real time interaction on a non-persistent (as needed) connection. Depending on anticipated usage of the *KeyNet* portals, a couple for few additional UniVerse licenses may be required to accommodate that user “traffic and to ensure optimal performance of *KeyNet* modules, based on usage.

Web PAAS does not create a database connection, but is updated periodically via data transfer, and so does not require the U2 Web DE software nor additional UniVerse licenses. A SQL Server database, however, is required for Web PAAS.

2. Included Service Hours / Product Review

Application Software Product Review hours are required in the quantities included with each Application Software module to be implemented. This helps to ensure that proper time is dedicated to a comprehensive and thoughtful implementation of the software. These hours are tracked, as used, up to the maximum included with the module license fee. Any included services hours may be used across different products as needed. Any hours which the client does not wish to use are forfeited at the end of the implementation, 120 days after production use of all contracted modules.

In addition to on-site training and implementation services, the included hours anticipate a thorough on site “Product Review” for each Keystone application software module at the outset of its implementation. A Product Review is attended by the Keystone Product Manager and Project Manager, the Client’s Project Manager, and key users or department managers from Client’s staff responsible for the application area. These sessions involve a thorough demonstration of all functions and features available in a given module, during or after which, decisions are required of the Client as to module set-up parameters, code tables, specific report formats, methods of use, and details about existing data sources to be electronically converted. Also during a Product Review, any required changes to the Client’s

operating procedures, or the software product, are identified and evaluated. Note that decisions by the Client which will involve modifications to the software (see Software Modification Costs below) and/or electronic conversion of existing data, will initiate quotations/work statements for programming services by Keystone – which may be chargeable unless otherwise included in the module’s license fee as “standard custom” features, as below, or otherwise agreed to in the contract.

“Standard Custom” features (custom programming which is included in the license fee associated with that module) are:

Financials “Standard Customs”:

- Accounts Payable Check
- Printed Purchase Order
- Printed Requisition (if needed)
- Board Report (aka Warrant Report, Check Register)
- State Financial Reports
- Cash Receipt
- Printed Invoice (with Accounts Receivable module)
- Statements (with Accounts Receivable module)
- 1099 print

KEMS “Standard Customs”:

- Paycheck print
- Direct Deposit Voucher Print
- W2 print
- State and Federal reporting

PAAS “Standard Customs”:

- Property Record Card - Appraisal
- Property Record Card - Revaluation
- Property Value Calculation - Appraisal
- Property Value Calculation - Revaluation
- Archive Property Record Card
- Ad Valorem Taxbill Print
- Motor Vehicle Taxbill Print
- Personal Property Abstract
- Payment Receipt
- TR1 – Report (North Carolina)
- A Virginia site with Tax Billing will receive 4 custom bill formats. Annual Bills (Real and Personal) and Supplemental Bills (Real and Personal).

PA Municipal and School Taxes and Fees “Standard Customs”

- Tax Bill print, MS Word merge, or one file format for data export
- Interim Bill print or MS Word merge
- Lien Letter print or MS Word merge
- Tax Certification print or MS word merge

Lock Box and Mortgage Company file imports have a charge of \$500 per format
County Assessment data file load may have some custom programming charge.

3. Training

Training hours are included in the quantities stated, with each Application Software module to be implemented. This helps to ensure that proper time is dedicated to a thoughtful and comprehensive implementation of the products and options available.

These hours are tracked, as used, up to the maximum included. Any included services hours may be used across different products as needed. Any hours which the client does not wish to use are forfeited at the end of the implementation, 120 days after production use of all contracted modules.

The Training amounts provide for one complete on-site training unit/series for each application software module proposed. Class sizes are limited to eight personnel so that the training can be most effective, with sufficient individual attention given. The level of detail provided during these core-training sessions is intended to inform the trainee to the degree that they might potentially train others within the organization. Should the Client desire to have Keystone train additional personnel, additional hours in the same quantities and unit cost should be requested and quoted. Note that a prerequisite to an individual's use of Keystone's help desk services ("Client Care") is direct training (certification) by Keystone staff. This is to help our support resources work most efficiently and cost effectively for all of our customers.

In some implementations, the Client may also wish Keystone to supplement the standard comprehensive training classes with specifically tailored sessions for users which may only require limited instruction in specific program functions. In these cases, Keystone will work with the customer to tailor a training program based on the number of students and type of functions required.

4. Travel Related Expenses

Product Review, Training and Implementation Support Services are conducted at the customer's location. This may require the set up of special training rooms by the customer, with equipment available for access to the software by all training attendees. Keystone's bills the customer its travel-related expenses at actual cost incurred. Keystone will abide by agreed upon per diem caps on meal and lodging expense. Automobile mileage reimbursement is billed at the current federal (IRS) published rate.

If applicable, air fares and times (which vary considerably) will be researched and quoted by Keystone's project manager, for client pre-approval, as each individual on site trip is scheduled and confirmed.

An estimated total of travel expenses, based upon the anticipated number of trips, and current travel rates, may be included in this proposal for budgetary purposes.

In addition to expense reimbursement, Keystone also charges a fixed amount "travel fee" for each round trip, which partially offsets the loss to Keystone of the employee's time in transit to and from the client's site. The fee amount is fixed (not hourly) based upon an estimate of the total travel time (regardless of actual travel delays incurred) to and from that client's location, and factored at half of the standard services billing rate. An estimate of the total of these fees is quoted herein, based upon the anticipated number of trips for this project.

5. Software Modification Budget

An additional type of cost, which may be incurred, is the cost of any modifications or enhancements desired to the standard software. The detailed Product Review sessions described above would be necessary in order to determine the extent of, and cost associated with, any development requests. Absent any other detailed review of such potential requirements, and based only upon past experience, it is highly recommended that the customer set aside a budgetary allocation of 10-15% of the combined cost of software and services, to provide a budget for potential discretionary work that may be desired. Such a figure may be shown in this proposal, for budgetary purposes.

6. Data Conversion

If applicable and specified in the quotation, Keystone will assist its clients in the conversion of their data to the Keystone system. Keystone may either charge a fixed fee for these services (where we have sufficient understanding of the data being provided) or bill an hourly rate as performed. An estimate *may* be provided in the enclosed quotation for budgetary purposes, which is based only upon certain assumptions and relevant similar experiences. Criteria related to the estimate will be noted on the quotation/pricing.

We recommend the conversion of master data files only, in most cases, since they represent the bulk of most clients' data. If table files are large, they also are candidates for conversion. To be able to electronically convert data, we require file "record layouts" and the data in an ASCII readable format. Currently acceptable formats include fixed-length, comma or tab delimited text files, as well as EXCEL spreadsheets. Data is most frequently transferred for conversion over I/P based networks using FTP. Tape or other electronic media may be an option, subject to review.

7. Software Maintenance

Annual Maintenance Fees quoted are for full year amounts. Subsequent years may increase, consistent with general pricing to other customers/users of the same products, but typically not more than 5%. Keystone application software maintenance fees billed during the first year of your organization's implementation will be prorated, by month, to end in sync with your organization's fiscal year end. Subsequent one year terms will be billed for payment at the start of your organization's next fiscal year. Initial term maintenance billing for Keystone application software will begin, for each separate module or interface, 30 days (warranty period) after final acceptance or production use of that individual module or interface, (whichever occurs first). Initial term maintenance for the Keystone Client software, and for Rocket Software products (UniVerse, U2 Web DE) is billed upon installation of the applicable software, along with those product license fees, regardless of the timing of your organization's production usage of any Keystone application software module. Upon request, Keystone can also prorate the Keystone Client and Rocket software maintenance fees to coincide with your organization's fiscal year.

Software Maintenance for Keystone and Rocket software products includes full on-going warranty continuation, with unlimited telephone and web site access to Keystone's "Client Care" help desk staff for remote system diagnosis, (with ability to view the user desktop as needed), program adjustment, and procedural assistance. Keystone acts as an authorized support agent for Rocket Software, backed by the vendor for escalation and product updates as needed.

Access to Keystone support services requires the requestor to have been trained in that product or module by Keystone staff directly.

Annual maintenance fees also include the rights to Keystone, or Rocket-distributed general version upgrades and corrections.

Where noted, "support only" maintenance (reduced fee) provides warranty and instructional assistance only, but no enhancements or version updates. This charge is typically associated with interfaces to third party systems, since the need for a change in version may be caused by factors unpredictable to Keystone.

Keystone also supports diagnosis and basic instruction for use of certain types of operating systems for the server(s) on which the Keystone applications are hosted, as relates specifically to the operation of the Keystone software thereon; The customer is also required to have a relationship with the system manufacturer, or authorized support organization, for on-site hardware coverage and for access to

operating system version updates and telephone assistance as needed beyond Keystone's basic assistance.

8. KeyNet™ Series Software

Keystone's *KeyNet™* series (Web browser-enabled) software modules require implementation of the counterpart host application module(s). They also require the installation of a Microsoft Windows-based web server (specifications provided by Keystone) to operate in conjunction with the host application server via local area network connection, along with the licensing and installation of Rocket Software's U2 Web DE software (available from Keystone).

For *KeyNet™* applications which will be made available to users outside of the Client's internal "Intranet" and security structure, Keystone also recommends use of a "Firewall" security system, Enterprise Security Manager Software and SSL. Keystone can provide implementation assistance in this area as needed (though none is priced herein).

9. Web PAAS Software

Keystone's Web PAAS software (web browser based access to designated PAAS data elements) requires installation of a separate Microsoft Windows-based web server (specifications provided by Keystone), to operate in conjunction with the host application server via local area network connection. Also required is the purchase and installation of the MS SQL Server database software (not sold nor supported by Keystone).

Unlike KeyNet Series portals, the use of Rocket Software's U2 Web DE software is not required. Web PAAS is updated by a one-way automated data transfer at whatever frequency is practical and desired by your organization.

Keystone recommends use of a "Firewall" security system, Enterprise Security Manager Software and SSL. Keystone can provide implementation assistance in this area as needed (though none is priced herein).

10. Geo PAAS Software and Web PAAS mapping system interface

Keystone's Geo PAAS (third party mapping system interface) requires implementation of Sunguard/USI's "'County Mapper/Geo Blocks" software, (not included in this proposal.) Customers must provide mapping data in "ESRI shape file" format to be used with Geo PAAS.

To interface mapping data to Keystone's Web PAAS (for public access to maps joined to property and parcel data) the customer must also have implemented its mapping data vendor's web browser module or component.

11. PAAS Mobile Module

There are two components the complete PAAS Mobile (field appraisal) capability. One is installed on the host application server, and the other on a rugged laptop PC for use in the field. Software controls a "check-out/check-in" process of groups of parcel records, with security controls to keep data accurate and in sync. No remote radio or internet technology is required for this application. The pricing is for software licensing only (no PC equipment is included), including all third party and Keystone software licensing, installation on each mobile device, and training and on-going support of same. The Buyer must determine the number of remote/mobile devices to be installed/licensed in order to arrive at a total price for the application. This number may be added to at any future time, at Keystone's then-current pricing.

4. **EVALUATION AND AWARD**

4.1 **EVALUATION CRITERIA**: Proposals shall be evaluated by the County using the following criteria:

Criteria	Weight
Solution Functionality - meets functional requirements (Section 2, 7, and attachments)	40
Experience on projects of similar scope	25
Project Management (training, installation and implementation plans)	20
Total Cost of Ownership	15
Total	100

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

5. INFORMATION TECHNOLOGY TERMS AND CONDITIONS

5.1 SECURITY:

- A. Remote Access: The Contractor shall comply with the Hanover County Vendor Remote Access Procedures, and any amendments during the term of the contract.
- B. Information: Information shall not be removed from Hanover County Government offices or computers unless the information's owner has approved such removal in advance. This includes, but is not limited to, portable computer hard disks, portable memory devices (including USB drives), floppy disks, CD-ROMs, magnetic tape cartridges, and paper documents.
- C. Authorized Tools and Programs: Except as authorized in writing by Information Technology, the Contractor shall not download, install or run security programs or utilities that reveal weaknesses in the security of a system. For example, Contractor shall not run password cracking programs, network reconnaissance/discovery software/applications, key loggers, packet sniffers, network mapping tools, port scanners or any other non-approved programs while connected in any manner to the Hanover County network infrastructure.
- D. Protection of Confidential Data: All data provided by the County to the Contractor shall be considered "Confidential" unless specifically noted to the contrary by the County. The Contractor shall take all steps necessary to ensure that any Confidential Data provided by County to the Contractor in furtherance of the performance of this Contract are not disclosed to the public or to any organizations or individuals, unless the County first approves such disclosure in writing. The Contractor acknowledges its understanding that the laws of the Commonwealth of Virginia prohibit the release of Confidential Data to unauthorized individuals or organizations and that the Contractor may be liable under those laws for any Confidential Data that it releases to individuals or organizations without written authorization from County. Therefore, the Contractor shall implement procedures to safeguard any Confidential Data provided by County in support of this Contract to the Contractor or to any subcontractor thereof from access by individuals or entities other than its own employees or those of its subcontractors using the Confidential Data in the performance of this Contract. The Contractor shall instruct its employees and those of its subcontractors not to copy or duplicate in any manner other than as required for the normal course of business in the performance of this Contract, or make any disclosures with reference to, any Confidential Data provided by the County.

5.2 OPERATING ENVIRONMENT:

- A. Background: Hanover County operates in a Windows based environment running on Intel architecture. Software solutions run in a 64-bit architecture virtual (HyperV) environment. The County uses open architecture and Open Database Compliant (ODBC) compatibility. The County runs Microsoft SQL Server as its database. The County runs its Enterprise Network on a switched Ethernet environment.
- B. Hardware and Software: The Offeror shall describe the hardware and software platform and database required for the software solution, including any elevated user permissions required to run the software solution. The Offeror shall describe in detail bandwidth and transport requirements, any special firewall or NAT requirements, current level of IPv6 support or if not currently supported the timeline to implement IPv6.

Equipment Recommendations

Windows Application (primary) Server Configuration

Performs all proposed application and database functions.

(Note Keystone applications can support virtualization, however, there may be some performance degradation in that type of configuration.)

Keystone Software products also operate on Linux or Unix Application Servers with equal functionality.

COMPONENT	DESCRIPTION / CAPACITY
System Type/Model	Major brands (Dell, IBM, HP etc.) of Intel-based business-class servers.
CPU	Single or dual Quad-Core processor, 2.4 GHz or greater.
Operating System	Windows 2012 Server R2, 64 bit – Standard Edition (with required number of Microsoft Client Licenses / “CALs”).
Memory	Recommended: 8GB or greater.
Disk Storage	Four hot-swappable disks, 300 to 500 GB capacity, with RAID 1+0. Minimum 7200 RPM.
System Storage /Backup Administration	Symantec <i>Backup Exec</i> software
Removable Media (Storage)	LTO 800 GB high speed tape drive and read/write CD ROM.
System Console	17” LCD KVM Console Kit.
Device/Network Connectivity	Two 1 Gb+ Ethernet Controllers for LAN/WAN connection of PC’s and other networked devices.
Environmental	Manufacturer’s minimum recommended UPS Device with auto remote shutdown capability.
Remote Support	Remote desktop or VPN connection capability.
Productivity Software	Microsoft Word 2013 and Microsoft Excel 2013 (for document creating within Keystone, validation of data during the software implementation, and ongoing support)
System Hardware Maintenance Coverage	Manufacturer’s (3) year on-site 4-hour support package upgrade.

The basic network requirement is a TCP/IP network, with all appropriate network security and firewall protection provided by the customer. Keystone can consult with regard to this set-up, as needed.

Windows Web Server Configuration

Recommended configuration for most implementations of *KeyNet* series and *Web PAAS* modules.

COMPONENT	DESCRIPTION / CAPACITY
System Type/Model	Major brands (Dell, IBM, HP etc.) of Intel-based business-class servers
CPU	Single Dual-Core, 2.0 GHz or greater
Operating System	Windows 2012 Server R2, 64 bit – Standard Edition (with required number of Microsoft Client Licenses / “CALs”).
Memory	4 to 8 GB
Disk Storage	Two 250 GB disks, mirrored.
Device/Network Connectivity	Two selectable 100 MB/Gigabit Ethernet Controllers for LAN/WAN connection of PC’s and other networked devices.
Environmental	Manufacturer’s minimum recommended UPS Device with auto remote shutdown capability.
Remote Support	Remote desktop/VPN connection capability. As a back-up to Internet support, V.90 High Speed modem for telephone-based alternate connection.
System Hardware Maintenance Coverage	Manufacturer’s (3) year on-site 4-hour support package upgrade.

Note: Keystone recommends use of a firewall, especially where internet connections are established, to manage user access from outside the customer’s internal network.

Note also that this configuration assumes that this server would be backed up across the customer’s network to the primary application server, or to another backup system as used by the customer.

Windows Backup / Disaster Recovery Server Configuration

This server is intended to be installed in a separate building/location from the primary/application server, and network accessible to it, so that a nightly copy of the application server may automatically be made to this server and accessed for immediate production use in the event of a problem with the primary server, or its location.

COMPONENT	DESCRIPTION / CAPACITY
System Type/Model	Major brands (Dell, IBM, HP etc.) of Intel-based business-class servers.
CPU	Single Dual-Core, 2.0 GHz, or greater
Operating System	Recommended for best performance: Windows 2008 Server, 64 bit, (with required number of Microsoft Client Licenses, "CALs"). We do also support Windows 2003 Server, 32 bit. (This server should be the same as the primary/application server in this category).
Memory	Recommended for best performance: 8GB or greater. Minimum requirement: 4 GB
Disk Storage	Two disks of 150 GB each, mirrored.
Device/Network Connectivity	Two selectable 100 MB/Gigabit Ethernet Controllers for LAN/WAN connection of PC's and other networked devices.
Environmental	Manufacturer's minimum recommended UPS Device with auto remote shutdown capability.
Remote Support	Remote desktop/VPN connection capability. As a back-up to Internet support, V.90 High Speed modem for telephone-based alternate connection.
System Hardware Maintenance Coverage	Manufacturer's (3) year on-site 4-hour support package upgrade.

User Desktop/Workstation Requirements

Proposed core **LOGIC/SKools** applications require the **Keystone Client**™ PC graphical user interface which operates on all current /recent versions of MS Windows and integrates application data and functions with the Microsoft Office suite. We recommend Windows 8.1 or Windows 7, as well as Office 2013 or Office 2010.

Optional **KeyNet and Web PAAS application modules**, which provide web-browser-based use of specifically designated functions, (including for Apple/MAC users) will operate using the commonly available web browsers for those platforms.

Note that with the installation of the Keystone Client Software on the accessing Windows PC workstation, and with proper security access administered by the customer, any Keystone application may be accessed remotely, over the internet.

LAN/WAN connected user devices should have 10 or 10/100 MB Ethernet Interface card. (Note in certain instances, application access can also be supported over a high speed asynchronous phone/modem connection.)

Printer Requirements

Standard network printers may be used with any of the Keystone software applications for access by any user as set up on the application server. Printers may also be connected directly to the user workstation for use by that user but, ideally, are installed locally to the Application Server. There may be a limit to the maximum number of networked printers that Keystone would recommend or support. ***We do not support host-based printing.***

The only considerations for the *types* of printers has to do with any special forms (multi-part, special size or two sided), or the volume of printed output needed for certain applications.

We have had best results with HP printers. For electronic signatures, many of our customers have purchased fixed-size bitmapped signature fonts from HP (see the form at the link below):
<http://www.hp.com/sbso/product/printing/laserjetfonts/custom-font-worksheet-and-order-form.pdf>

- C. **Multiple Environments:** The Offeror shall describe its system architecture using written and graphic means, including if the software solution supports multiple environments, with the ability to run concurrently for development, testing, training, and production. The Contractor shall allow the County to have multiple instances of the software solution installed without incurring additional costs (development, test, training, and production).

The County may have multiple instances of the proposed software, for the use of the organizations named in the RFP and for the purposes so stated above, for the one time license fee pricing set forth in this proposal.

- D. **Maintenance and Support:** The Offeror shall describe their software solution technical support options, including options and costs for the following. A copy of the maintenance agreement shall be included in the RFP response.

The following is a description of Keystone's Software Maintenance and Support Service. Terms and Conditions are more specifically laid out in Appendix E of the proposed contract agreement (included as an Appendix to this proposal).

Software Product Development

Keystone develops all of its application software products with its own, USA-based staff, and using direct input and feedback from our subject matter expert client/users, and from each new client and installation. Specific activity toward product enhancement prioritization, specifications review and "beta testing", is collaborated upon with volunteers from our active users group associations. (See more herein on User Groups.)

Software development at Keystone is an on-going process. This benefits our customers in that they are continually investing in the latest in software capability and technologies via an ongoing Maintenance and Support Agreement. Updates to current software, with new functionality, or improvements to old processes, are released regularly to all customers with an active annual maintenance agreement. The more frequent "dot" releases do not usually require user training. These release updates are accompanied by documentation and informational materials, however Keystone also offers free "webinars" for users desiring an overview and the ability to ask questions about updates. Update review and training is also provided at Keystone's user group conferences. These "dot releases" include accumulated product fixes and improvements (those which were not critical in nature and could await a release update) in addition to the on-going product enhancements and function changes, as described above.

These "dot releases" are made approximately two to three times each year and are usually installable by Keystone in about an hour's time, at a mutually-scheduled date and time. Typically users should be off of the system during the updates. Keystone sends an announcement and information on the updates by email, and requests the appropriate system administrator make contact to schedule the timing of the update. Updates are made by Keystone to the customer's host application server. Periodic updates to the client software component can be automatically "pushed out" to all client workstations.

About once every two to three years a product/module may go through a more massive update (including application of new technologies.) These updates normally require onsite training (and possibly data migration) for which Keystone does charge its standard services rates. The software rights, however, are also included under the standard Annual Maintenance Agreement, just as with the smaller, "dot" releases.

Entirely new applications are also developed periodically based upon the needs of new or existing customers, input from our active User Groups as well as general market and competitive analysis. These new product modules are developed in such a way as to be separately licensed and

implemented, and are easily added to current versions of the system already in use by our customers. State-mandated changes which impact software design/development are generally provided at no additional charge to customers under the maintenance agreement, provided that the changes are reasonable in scope. Otherwise (and rarely) a charge may apply to larger change needs, sharing the cost among Keystone and other customers needing the change.

Software Modification and Enhancement

User-initiated requests, which Keystone deems to be of sufficient general interest, and which are deemed eligible in terms of scope and effort, are generally released to all clients under the course of the software maintenance program, at no additional charge. If Keystone's time line for inclusion of a requested feature is not in line with the requestor's wishes, or if it is sufficiently large such that Keystone seeks some shared funding to prioritize the effort, the client may request a quotation to help fund the enhancement, and to secure a mutually agreed upon delivery date from Keystone. Both Keystone and our clients have sometimes also contacted other similar clients to determine interest in the enhancement, and in sharing in the cost (and the specification input) on such funded enhancements, as a way of leveraging collective needs for a better value in the system investment.

Software Customization

Most of the software development and enhancement we based upon specific requests by customers is configurable, in that there are flag settings and parameters that are set to dictate the particular methods of use of the system. Rarely do we build a "customization" – which we define as being outside of, or not included in the standard general software release, even with parameter settings. However, even when it has been necessary to build these to accommodate a customer's unique request or needs, care is taken to build these "outside of" the standard release, using naming conventions that will permit ease of installation of standard release updates without disruption, or impact on the customization.

In cases in which Keystone feels a requested modification will not be of general interest to other users (as determined from solicited feedback of the user community), Keystone will normally only agree to provide the requested change if fully funded by the requesting customer, (whether or not we deem that this will become a customization, or an enhancement to the standard product). A specification and quotation is provided to that customer, reviewed, and confirmed by a customer sign-off.

Note that any software built by Keystone for use in conjunction with our standard/licensed software products, whether or not built as a customization for any particular licensed user, or any software built by anyone else which is related to or dependent upon Keystone-licensed software, is fully owned by Keystone and may be licensed for use by others, only by Keystone. (See terms of license agreement, specifically the section headed, "Modifications by Buyer/Derivative Works".)

Warranty Support Services

Keystone provides continuing support for our application software, as well as "first-line" support of the third party "environment" products, the relational database and the web integration environment. Keystone also requires that we are "in the loop" for first-line support of the application server's operating system (MS Windows, Linux, or Unix) for problem diagnosis, procedural questions, and version updates. However, we also require that our customers maintain on-site support, independently from Keystone, for server hardware and operating system maintenance with the manufacturer (or appropriate service organization). Keystone requires a secured, VPN connectivity to the customer's servers housing the Keystone software, in order for us to efficiently provide support.

Appropriate technical and product resource personnel are scheduled to be in our offices and available, 8:30 a.m. – 5:00 p.m. ET, business days. Arrangements can be made for after-hours, weekend or holiday support access. Urgent issues being worked at the end of the business day are continued that same day. A structured help desk process and automated tracking system (including optional web-access) is utilized to register, track, and escalate support issues. Support access is via toll free direct telephone contact to knowledgeable product specialists who can route and escalate issues to programming and product development staff as needed. There is no limit of timed services or hours of support for the fixed annual maintenance and support fee.

The optional web site component to our “Client Care/Help Desk” facilitates “self-service” entry and review of support (and product enhancement) requests. The client has a full view into its data on Keystone’s internal tracking system, with Keystone staff immediately able to view any customer updates or entries.

Responses and resolutions are prioritized to be timely to the nature of the request. Therefore, an issue which impedes critical processing is moved to the top of the list for immediate action, while a longer range concern would be assigned a response date. Keystone’s support and technical personnel have access to the customer’s system to provide rapid diagnosis and software corrections as needed. (The installation of all source code on the customer’s server allows for update on an immediate basis, if required.) A remote “turbo meeting”, web site access also allows Keystone staff to immediately view a user’s desktop, with their permission, for a fuller ability to see the nature of a user question or issue.

Keystone requires that all support contact from the customer organization be directed through one, or few, key contacts per applicant area, who have been trained directly by Keystone, and are responsible for, and knowledgeable of the customer’s use of the system. This is to avoid redundant registration of issues and to maximize efficient use of Keystone’s support resources. Generally, but not specifically, we ask our customers to limit the number of end user interacting with our support services directly. These would be the persons described above for application administration responsibility, by application module, or County department, and perhaps a few other individuals, (all of whom would have been trained directly by Keystone). As we get to know your organization and its staff better, we can be more specific in our request as to the key contact persons for our support interaction/activity. Having all end users able to access Keystone directly for support is not only cost-prohibitive for our staffing requirements, but is also counterproductive to the County in that multiple staff may “waste” your time accessing support on the same issue, which can be addressed once for the benefit of the many.

Appendix E of Keystone’s standard license and contract agreement details the terms, conditions and provisions of the on-going support and software maintenance services.

User Group Opportunities

Keystone has hosted a conference for all of our local government and public school district users, once a year, for over twenty-five years. This group, Keystone’s “National Association of Software Users,” “NASU,” gathers annually for a three day conference with training sessions, user feedback, and new product announcements, with tracks across all product sets. The conference location is varied each year among the states in which Keystone actively markets, and supports customers. User input is solicited in regard to priorities for development and issues/requests for enhancement to the current software. Presentations by third-party vendors whose products integrate with Keystone’s are also scheduled to provide our users with access to applicable new, related technology and

products. Opportunities to network and socialize with Keystone’s staff and with colleagues from other organizations are built into the agenda including Saturday excursions to areas of local interest for customers wishing to participate. There is no cost for attending this annual conference other than for individual travel and lodging expenses.

Keystone also now supports three client-run regional, annual user groups meetings throughout the country by providing staff and management participation. Currently these include a Missouri/Midwestern school districts group, a Southeastern school and local government group (which alternates meeting sites between Virginia and North Carolina), and a Rhode Island users’ group. These groups conduct meetings, most years, of 1 to 1.5 days duration, with Keystone’s participation similar to our national conference but on a smaller scale, with more user-led sessions, and with state-specific issues focus. These also provide for familiarity for on-going informal communications among these local users with similar needs, throughout the year. Frequently we hear of our customers consulting and sharing with each other, without Keystone involvement.

For information on the user group in Virginia, contact Amy Hardy at Pittsylvania County Schools. (Contact information is included in our customer reference listing).

1. Cost for tiers of service, including maintenance standard levels (system failures, critical process failures, non-critical process failures, and normal support issues). The costs shall include travel provisions in conducting the level of service noted.

See pricing proposal in section 3.

2. Application support shall be designed to achieve a 100% operational rate.
3. Hosted and SaaS solutions shall provide support levels and operational up-time commitments. In addition information on any operational reports that will be provided to the County should be documented.
4. Detail other support options, including information on how these coverages will be provided:
 - a. Staff support (on-site, remote technical support)
 - b. Help desk/hot lines (business hours and off-hours, toll free)
 - c. Guaranteed response time objectives (RTO’s), along with the escalation process if RTO’s are not met.
 - d. After implementation the County plans to establish a working group to enhance and expand the software solution. This group will meet on a regular basis. The selected Contractor shall designate project management and lead technical support staff who will be required to participate in these meetings (in-person or via conference call) with the County on a monthly basis.
 - e. After year five, the annual maintenance fee will be the lesser of the current list prices or the previous year maintenance cost adjusted by the average of the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), US City Average for the previous three calendar years (as published by the US Department of Labor, Bureau of Labor Statistics).

- E. **Standards and Interfaces:** The Offeror shall describe their method(s) for data and application integration and interfaces, such as support for web services and various XML protocols.

Please see description of basis technology environment above in section 3.

5.3 **ADVANCED TECHNOLOGY:**

- A. Browser/Web Based Interface: The Offeror shall include a description of any web interfaces supported for the proposed software solution, including what browsers (and browser versions) are supported.

Please see Product Description above in section 3. All major web browsers are routinely certified for use with our system.

- B. Disaster Recovery: The Offeror should describe their experience with drafting and implementing disaster recovery plans and programs, including details on any disaster recovery solutions that are available from the Offeror.

While there are a number of comprehensive options available for disaster recovery protection, from a variety of vendor sources, and ranging in scope and cost, even for a County/Schools-hosted system option, Keystone offers its customers one low cost option for limited disaster recovery. This solution is to configure a small server to mirror the host/application server and place it in a different location than the host server. Via intranet connectivity, and a script provided by Keystone, this disaster recovery server is synchronized overnight, every night, with all activity in terms of data and programmatic changes, from the host server. Limited licensing is used (third party licenses etc.) for the disaster recovery server, but with contact to Keystone, immediate license updated can be remotely applied to allow the necessary number of simultaneous users access to the disaster recovery server during the outage, or inability to access the primary/host server.

This addresses the integrity of the host applications and data (being only one day behind the actual transactional system), and alleviates the time involved to install and configure server equipment in the event of a total system outage or a disaster affecting the location of the host server (flood/fire, etc.). Other considerations, not provided by Keystone but necessary to the success of this solution as a low-cost disaster protection option, are the alternative points of user access (workstation locations, network access, to the disaster recovery server, and printing). Pricing for this option is below.

Note that the following pricing for this optional capability is not included in our proposal totals.

Backup/Disaster Recovery Option					
Product/Service	Other License Fees	Estimated number of Person/trips (Note # 4)	Review/ Implementation / Training Max. Hours (Notes 2 and 3)	Services Price	Annual Maintenance Fee
Back up/recovery Licenses – 2 <i>Keystone Client</i> Concurrent Users (Note #1) \$175 ea. Additional Annual Maint. = \$40 each	\$350	Incl. below	As Required	Incl. Below	\$80
Back up/recovery Licenses – 2 Concurrent users - Application Environment/ Relational Database Licenses - <i>UniVerse</i> RDBMS - \$490* each Annual Maint.= \$80 each (Note #1)	\$980	Incl. below	As Required	Incl. Below	\$160
Keystone System Set up & Configuration Services Backup Server (Includes automated script)	N/A	1	As Required	\$6,912	\$2,765
System Admin/OS Annual Support 2@ \$50/User	N/A	N/A	N/A	N/A	\$100
Subtotal of Projected Other Required Products & Services	\$1,330	1*	As Required	\$6,912	See Below
TOTAL ONE TIME OTHER COSTS				\$8,242	
Annual Maintenance					\$3,105

**This separate trip would be unnecessary if the equipment is available to set this up on the same trip as the installation of the host application / primary database server.*

Note: The primary application server is automatically backed up to removable media each night and it is recommended that these backups are stored off-site. This option is in case of a hardware failure, or a disaster preventing use of, or access to the primary application server, to provide for immediate “back to live” ability running from the previous day’s data. This requires installation of an additional server/virtual machine in a different physical location than the primary server. An automated script makes a copy of the primary server, across the network, to the backup server each night.

- C. Tablets, Smart-Phones and Browsers: The Offeror should describe if their software solution operates at any level on tablets or smart phones using the iOS, Android, or Windows operating system. If the software solution has a browser-based or app component the Contractor should describe what browsers and browser versions are supported (IE, Safari, Firefox, Chrome).
- D. LaserFiche Document Management System: The County uses LaserFiche document management system for digital archiving of documents. The Offeror should describe if their software solution integrates with LaserFiche and provide details of specifically how that integration works.

Keystone is working on development of a fully integrated ‘document locker’ to integrated stored images with records throughout the applications. Coming release in 2015.

- 5.4 SOFTWARE & HARDWARE ACCEPTANCE: All hardware and software shall be fully installed, configured, optimized, and tested prior to acceptance by the County. The Offeror shall describe their quality assurance procedures and user acceptance testing processes.

As part of the project, the Contractor shall develop an Acceptance Test Plan in coordination with the County, which shall provide details for the acceptance testing process. The Acceptance Test Plan shall be approved by both the Contractor and the County. The Acceptance Test Plan shall address testing of all software, hardware, network, interfaces, and data conversion that the Contractor may provide or utilize as part of their solution. The Contractor shall describe their acceptance testing program, including forms, approvals, functionality testing, stress testing, disaster recovery, and response time elements for testing the performance of the product.

- 5.5 SOFTWARE UPGRADES & PATCHES: The Offeror shall describe their post-implementation software support, including how upgrades and patches are installed (test, production, quality control) and a summary of what their software maintenance agreement covers (responders should not simply attach their software maintenance service contracts).

See above, 5.2.D for full description of inclusions under the Software Maintenance Agreement.

- A. New Software Releases: The Contractor will issue new software releases containing problem corrections, minor enhancements, and major enhancements. Throughout the term of this contract, as long as the County is participating in the Contractors software maintenance program, the Contractor shall provide the County each new software release without additional charge. This shall include if the Contractor develops its software on a different operating system platform or using a different programming language. The Contractor shall provide reasonable assistance to help the County install, test, and operate each new software release at no additional cost.

Keystone complies with these terms, however on the basis of the alternate platform licensing prescribed in Appendix C of our standard license agreement (included as an appendix to this proposal).

- B. Third Party Software Requirements: The Contractor shall fully document all third party software requirements, including those that must be pre-installed or are installed as part of the Contractor’s software package. The Contractor shall describe how it coordinates with third party software providers to ensure that the third party software is kept current and that security related releases are current for

all required third party software. If Java is required, the Contractor shall describe how their software remains compatible with the latest major release of Java and how minor Java upgrades are incorporated.

- C. Product Roadmap: The Contractor shall describe the product roadmap for the next two (2) planned releases of the proposed software solution.

- 5.6 DOCUMENTATION REQUIREMENTS: As part of the project the Contractor shall provide a list and description of all documentation provided as part of the implementation of their software solution, including overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. The description shall include the format of the documentation (website, hard copy, or electronic), the currency of the documentation, and any restrictions on the County reproducing the documentation for its own use.

All Keystone products are licensed with comprehensive user manuals which document each screen and process throughout the applications. There is no additional cost for these beyond the application module's license fee. Manuals are provided electronically (CD and web site access) and can be distributed in as many iterations as needed, so long as for the use of the licensing organization only. Manuals are updated by Keystone with the release of new product versions.

During the course of the implementation, Product Review meetings, and decisions, as well as a project plan will be developed and maintained. Custom/organization-specific user documentation (describing procedures specific to the County relative to use of the new system) are not proposed as part of the engagement and are usually undertaken by the customer organization, itself.

- 5.7 PAYMENT TERMS:

- A. Software/Hardware/Data Conversion: The County shall pay the Contractor for Licensed Software, any hardware purchased, or data conversion services based on the successful completion of specific milestones identified in the project schedule and/or delivery, installation, and acceptance of any hardware or data. Offerors shall submit a payment schedule that is based on this concept. The County and the Contractor shall draft Acceptance Testing and Data Conversion plans that will include provisions for final acceptance and payments for software, hardware, and data conversion. Should the County not accept any Licensed Software module pursuant to the agreed upon Acceptance Testing plan, the Contractor shall return to the County the license fees that the County paid for that module within thirty (30) calendar days of such request.
- B. Project Management & Other Consulting Services: Services that are provided by the Contractor on an hourly basis shall be invoiced monthly based on the hours worked that month not to exceed the total hours included in the proposed cost for services to implement the project.
- C. Travel Fees: All travel shall be pre-approved by both the selected Contractor and the County's project manager. Such travel and living expenses will be governed by the GSA CONUS guidelines as published for the fiscal year in which the travel occurs. Travel related expenses shall be invoiced on a monthly basis as incurred.

- 5.8 SOURCE CODE ESCROW:

- A. General: The Contractor shall furnish the County with Source Code for the Licensed Software. The Contractor shall describe its solution for meeting this requirement, but solutions may include depositing the software source code with a vendor approved by the County naming Hanover County as a beneficiary or the Contractor may utilize the County's Department of Information Technology as the Escrow Agent.
- B. Escrow Updates: The Contractor shall provide details on the format of the source code, if instructions for use are provided for the source code, and currency of the source code.

- C. Release of Source Code to the County: The Contractor shall include in their RFP response any third party escrow agreements that are presently in place that could be utilized by the County. The agreements shall include the terms and circumstances upon which the source code would be released to the County. Any fees that will be required of the County to enter into the source code agreement shall be provided.

As a standard policy for all licensed users, Keystone installs full source code of its application software products on the customers' servers. The software license (included as an appendix to this proposal) protects and governs the use of the source code, However it is usable under those license terms, by the customer at any time, without any pre-requisite or special circumstances needed. The customer is under no obligation to continue its software maintenance agreement with Keystone.

5.9 AUDITING AND REPORTING:

- A. Auditing: The Offeror shall describe its auditing capabilities, including details on tracking attempts to login, access, create, delete, or change accounts, permissions, or audit logs. Details on what information is captured and stored in audit files and how long that information is retained shall be provided.
- B. Reporting: The Offeror shall describe how auditing information is retrieved by authorized users, including formats, timing, and any automated reporting capabilities within the software solution.

6. GENERAL TERMS AND CONDITIONS

- 6.1 ACCEPTANCE OF GOODS/SERVICES: Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.
- 6.2 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the DGS/DPS eVA VBO website (www.eva.virginia.gov) for a minimum of 10 days.
- 6.3 ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in A and B below apply:

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 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 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 will include the provisions of (A) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 6.4 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Hanover County. The Contractor shall comply with all applicable federal, State and local laws, rules and regulations.
- 6.5 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
- 6.6 AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five

(5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.

- 6.7 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of lawfully appropriated funds.
- 6.8 BID PRICE CURRENCY: Unless stated otherwise in this solicitation, Offerors) shall state offer prices in US dollars.
- 6.9 BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE: All Bidders, Offerors and Contractors shall comply with the *Virginia Public Procurement Act, (Code of Virginia § 2.2-4300, et seq.)*, and all applicable County policies, regulations and procedures adopted pursuant thereto.
- 6.10 CONTRACT CHANGES: Any changes to the contract must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.
- 6.11 CONTRACTOR'S PERFORMANCE:
- A. The Contractor agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
 - B. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
 - C. The Contractor shall cooperate with County officials in performing the Contract work so that interference with normal operations will be held to a minimum.
- 6.12 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: Director, Finance and Management Services Department, 7496 County Complex Road, Hanover, VA 23069-0470 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 will render a decision on the claim and will 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.
- 6.13 DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 6.14 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- 6.15 DEFINITION OF COUNTY: The Purchasing Division of the Finance and Management Services Department provides purchasing support for Hanover County Government, Hanover County School Board, Pamunkey Regional Jail and Pamunkey Regional Library, hereinafter referred to as County. Any contract

issued as a result of this solicitation shall be available for the use of any or all of these entities unless otherwise stated in the solicitation.

- 6.16 DRUG-FREE WORKPLACE: During the performance of this contract, 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; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each 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, 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.
- 6.17 ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have 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, unless consideration of substantially equal or greater value was exchanged.
- 6.18 FINANCIAL STATEMENTS: All Offerors, by submission of a response to this solicitation, agree to provide the County, within 10 calendar days of the County's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available.
- The financial statement(s) shall be provided at no charge to the County, and the County shall be under no obligation to return the financial statement(s).
- The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the County contract, so as to guarantee the County's rights to obtain financial statements. 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 in obtaining financial statements which would have otherwise been available under the provisions of this section.
- 6.19 IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 6.20 INDEMNIFICATION: To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the County, and all of its officials, agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.
- 6.21 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.

- 6.22 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.
- 6.23 MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official County form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 6.24 NOTIFICATION: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to: County of Hanover, Director, Finance and Management Services Department, P.O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address.
- 6.25 PAYMENT:
- A. To Prime Contractor:
1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (*Code of Virginia, § 2.2-4353*).
 4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).
- B. To Subcontractors:
1. A Contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

C. The County encourages Contractors to accept electronic and credit card payments.

- 6.26 PRECEDENCE OF TERMS: The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 6.27 QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 6.28 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:
- A. By submitting their proposal, Offerors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.
 - B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.
 - C. 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 Contractor 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.
- 6.29 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.
- 6.30 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any 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 proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the County's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- 6.31 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.
- 6.32 TERMINATION FOR CONVENIENCE: Unless otherwise stated, any resultant contract may be terminated, 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 to the Contractor sent 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.
- 6.33 TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

7. **SPECIAL TERMS AND CONDITIONS**

7.1 **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual’s and the County’s written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

7.2 **CONTINUITY OF SERVICES:**

A. The Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration, a successor, either the County or another Contractor, may continue them. The Contractor agrees:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
2. To make all County owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
3. That the County shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

B. The Contractor shall, upon written notice from the County, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the County’s approval.

C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the County in writing prior to commencement of said work.

7.3 **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owners’ representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor’s sole expense prior to final acceptance of the work.

7.4 **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box Number		RFP# 15-03-2384SR
City, State & Zip Code		

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7.5 PERFORMANCE AND PAYMENT BONDS: The successful Bidder shall deliver to the County executed Performance and Labor and Material Payment Bonds, each in the sum of the contract amount and in a form satisfactory to the County, with the County as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the County.

7.6 PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 1:00 PM on Wednesday, August 13, 2014 at the Hanover Emergency Communication Center training room located at 7501 Library Drive, Hanover, VA 23069. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

7.7 SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

7.8 WARRANTY (COMMERCIAL): The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

7.9 WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense.

8. ATTACHMENTS

- Attachment A - Vendor Data Sheet
- Attachment B - Virginia State Corporation Commission Registration Information
- Attachment C - Proprietary/Confidential Information Identification
- Attachment D - Deviations Exceptions Exhibit
- Attachment E - Hosted or Software as a Service Terms and Conditions
- Attachment F - Functional Requirements

ATTACHMENT A

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: John Dunkle Phone: 856-722-0700_____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
39 Years _____ Months
4. Vendor Information: eVA Vendor ID or DUNS No.: Our Federal Tax ID is 222-314-359. Our Virginia SCC number is F190239-6
5. Indicate below a listing of at least three (3) recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address and telephone number of the point of contact.

Company: Independence Public Schools (enrollment approx. 17,000) Contact: Molly Johnson, Director of Business Services
Phone: (816) 521-5300 x10045 Fax: (816) 521-2995
Project: Comprehensive implementation of modules from Keystone's FIS and KEMS suites proposed herein.
Dates of Service: 12 years and on-Going \$ Value: Approximately \$1,000,000

Company: Pittsylvania County / Pittsylvania County Public Schools (enrollment approx. 10,000) Contact: Kim Van Der Hyde, Finance Director
Phone: (434) 432-7742 Fax: (434) 432-7746
Project: Comprehensive implementation of modules from Keystone's FIS, KEMS suites proposed herein, as well as property tax (COR and Treasurer) applications.
Dates of Service: 14 years and on-going \$ Value: Approximately \$650,000

Company: Rutherford County, NC (population approx. 65,000) Contact: Rhonda Owens, IT Director
Phone: (828) 287-6070 Fax: (828) 287-6393
Project: Comprehensive Implementation of modules from Keystone's FIS and KEMS suites proposed herein.
Dates of Service: 16 years and on-going \$ Value: Approximately \$500,000

ATTACHMENT B

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information - The bidder:

X is a corporation or other business entity with the following SCC identification number: F190239-6

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for (the County reserves the right to determine in its sole discretion whether to allow such waiver):

**VA Corporate Commission Certificate
(See Attached PDF)**

ATTACHMENT C

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

OFFERORS MUST SUBMIT THIS FORM WITH THEIR PROPOSAL IF DECLARING ANY TRADE SECRET OR PROPRIETARY INFORMATION

Ownership of all data, documentation, and materials originated and prepared for the County of Hanover pursuant to this Request shall belong exclusively to the County and shall be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public inspection under this Act. To prevent disclosure, however, the Offeror must invoke the protection of Section 2.2-4342D of the *Code of Virginia* in writing, either before or at the time the data or other materials are submitted. The written Request must specifically identify the data or other materials to be protected and state the reasons why the protection is necessary.

If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror must submit an additional copy of its proposal that eliminates such part or parts. This copy shall be identified with the words "REDACTED COPY" prominently displayed on the cover.

SECTION/TITLE	PAGE #'s	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT D

DEVIATIONS EXCEPTIONS EXHIBIT

Name of Offeror: Keystone Information Systems, Inc

Please list any deviations to RFP specifications below:

1. Regarding RFP Section 6.18: As a closely held private corporation, (sub chapter "S"), Keystone Information Systems, Inc. does not make public its detailed financial information. In lieu of that, Keystone's owners and management will affirm all of the following:

Keystone is entirely owned by its operating management and has a 39 year record of demonstrated profitability and corporate stability, supported by customer-relationship longevity. We affirm that the company has no outside venture capital, nor other debt commitments that represent risk to its long range viability, and that the company's fiscal health and growth is entirely funded by the business activity with these customers, for similar work to that proposed herein, as fully disclosed in this proposal. As evidence of our ability to properly support the proposal being made to the County of Hanover and Hanover County Schools, Keystone can, and will upon request, supply its complete list of customers (all public sector, local governments and public school districts), whose business relationship to us is the entire basis of the firm's financial standing. Keystone has successfully implemented complete contracts for public sector customers for implementation of enterprise-wide information management systems ranging in scope from \$100,000 to \$8,000,000, and the success of these can be borne out by testimony of independent persons, customers of Keystone.

2. Regarding RFP Section 7.5: The requirement that a performance bond in the amount of 100% of the value of the contract engagement places an extraordinary burden on small to mid-sized, specialized software and services providers, which do not typically possess the sort of physical assets (for collateral) as other types of vendors (construction companies for example), while the intended protections for the customer can be met, and usually are simultaneously, through the use of favorable system acceptance and payment terms. That is, if the County is only making payments commensurate with successful acceptance testing, and use of the proposed software, there is no need to also be holding a bond worth 100% of the value of the contract.

In lieu of agreeing to post a performance and payment bond, Keystone submits our demonstrated record of successful implementations by virtue of offering to provide a list of all contracts for similar work in which we have engaged, including some contracts much larger than the one proposed, and our willingness to negotiate payment terms whereby the County is satisfied that it would not be taking undue risk that it will not retain sufficient financial resources committed to this procurement, until it is reasonably satisfied that the proposed system will meets its needs and comply with the requirements of the RFP.

ATTACHMENT E

HOSTED OR SOFTWARE AS A SERVICE TERMS AND CONDITIONS

I. DEFINITIONS

- A. **ACCEPTANCE:** Successful performance of the services at the location designated herein, or completed and successful acceptance testing in conformance with the requirements as determined by the authorized user.
- B. **APPLICATION:** The software programs in object code and other related data, including intellectual data, proprietary information and documentation contained and applicable to the licensed services hosted and supported by the Contractor under this Contract, including any updates, enhancements, and replacements to the application.
- C. **AUTHORIZED USERS:** All employees, contractors including customers and members of the general public and other entities with whom the County may find it necessary or desirable to process or communicate electronically in pursuit of its business.
- D. **COMPUTER VIRUS:** Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.
- E. **CONFIDENTIAL INFORMATION:** Any confidential or proprietary information of a party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other party in connection with or as a result of discussions related to this contract. Any information provided by an application user which type of information is designated by the authorized user as “Confidential” or “Proprietary” or which information is otherwise reasonably identifiable as the confidential or proprietary information of the application user providing such information.
- F. **CONTENT:** Any data, including the selection, arrangement and organization of such information or data, entered, uploaded to the application, or otherwise provided to the Contractor by authorized user or by any application user, and any software and related documentation, from whatever source, provided by authorized user to the Contractor in connection with this contract.
- G. **DOCUMENTATION:** The Contractor’s user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and updates describing the application, licensed services and product provided to authorized user, in printed and/or electronic form.
- H. **LICENSED SERVICES:** The operation of the application and the necessary operating system software, hardware and utilities on Contractor’s host computer system, furnishing product to application users, storing content and making the application, content, and product available to application user(s) via the website.
- I. **PRODUCT:** Proprietary reports, information and data made available to authorized user as part of the licensed services.
- J. **REQUIREMENTS:** The functional, performance, operational, compatibility, acceptance testing criteria and other parameters and characteristics of the licensed services and application as set forth herein and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the County and Contractor or the parties to an order issued hereunder.

K. UPDATE: As applicable, any update, modification or new release of the application, documentation or product that Contractor makes generally available to its customers at no additional cost. Updates do not include minor patches or fixes.

II. SCALABILITY, TERMINATION

A. SCALABILITY: The County may make a written request to increase or decrease the scope (e.g., number of USER IDs) of licensed services. Pricing for the revised usage of licensed services shall be prorated on a daily basis for remaining portion of the current monthly billing period. For purposes of this provision, a written notice may include an e-mail or the use of a Contractor-provided provisioning website by an authorized user's designated administrator.

B. EFFECT OF TERMINATION: Upon termination the County shall not have any future liability except for licensed services rendered or application components delivered by Contractor prior to the termination date. In the event of a termination for breach or termination for default, the County will not be liable for any cost related to the terminated contract, order, or portion thereof. Contractor shall accept return of any products or software provided to the County, and Contractor shall refund any monies paid by the County for licensed services not accepted pursuant to the contract, order, or portion thereof terminated for breach and/or default. All costs of de-installation and return of product or software shall be borne by Contractor.

III. DESCRIPTION OF LICENSED SERVICES: During the term of any order issued pursuant to this Contract, Contractor hereby agrees to host the application(s) listed herein and specified in such order by the County on servers owned, operated, housed, and maintained by Contractor and shall make such application(s) available to authorized users through the Internet.

Contractor has acquired any and all license rights in the application(s) necessary and appropriate for Contractor to provide the licensed services as listed and described herein for the County. Contractor hereby grants each ordering authorized user a non-exclusive, transferable, worldwide license to access and use by any method the application during the term of the applicable order issued pursuant to this contract. The license fee for the rights shall apply regardless of access mode.

IV. CONTRACTOR RESPONSIBILITIES

A. STANDARD APPLICATION RESPONSIBILITIES: Unless otherwise indicated, Contractor shall acquire and maintain, at no charge to the County, the hardware and software required to host the application(s). The hardware and software on which the application(s) is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. In addition:

1. Contractor shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity indicated herein.
2. Contractor shall be responsible for all telecommunication connections from the server(s) hosting the application to the Internet.
3. Contractor may collect user-specific data only as necessary to provide the licensed services ordered by an authorized user. No information regarding any authorized user shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the contract.
4. The application will be made available to authorized user as specified herein, twenty-four (24) hours a day, seven (7) days a week ("Uptime") less Excusable Downtime. For the purposes of this Contract, "Excusable Downtime" is defined as that period of time when the licensed services are not available to authorized user due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, authorized user shall be provided advance notification of such maintenance and/or upgrade.

5. Contractor shall provide the County with a guaranteed up-time (percentage). If non-excusable downtime exceeds the guaranteed up-time, Contractor will credit to authorized user the total recurring fees that would otherwise be owed by authorized user under this contract during the month of such failure. Such credit will be issued in the month immediately following the failure.
6. Contractor shall be required to notify the County in writing at least sixty (60) days prior to any planned change(s) or update(s) to the application; its functionality; content storage/ backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any Contractor subcontractor. The planned changes or updates include any change(s) that would potentially impact the security and efficient use of the application, as understood and agreed to between Contractor and the County at contract award. The purpose of this notice is to allow sufficient time for Contractor and the County to discuss any technical/functional considerations and/or changes that would require action by the County. Any changes that remove or limit key features utilized by the County must be documented and agreed upon by both parties. Failure to properly notify or document changes could be cause for contract termination.
7. Contractor is responsible for ensuring that the application keeps pace with upgrades of any required 3rd party software in a timely and efficient manner. When a 3rd party application is upgraded to address Security issues, or platform compatibility issues the Contractor will ensure the application is compatible within 60 business days. At no time shall the application require the use of any 3rd party software that is more than 2 revisions old.

In addition, and at no additional cost to the County, Contractor shall provide access to additional updates, features, and functionalities of the application as they are provided by Contractor to other customers of Contractor who require functionality similar to that of the application provided to the County. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated documentation, whether in hard copy format or distributed electronically via email or the Contractor website. Notwithstanding the provisions of this Section and except as agreed to in writing by the County and Contractor, nothing in the contract shall oblige Contractor to undertake any modifications to the application, and all such modifications are at Contractor's sole discretion whether suggested by the County or another party.

- B. **ANCILLARY RESPONSIBILITIES:** Contractor shall, throughout the term of this Contract, make available such resources, including Contractor personnel, as are reasonably required to: (i) train designated County personnel in the use of the application; (ii) develop modifications to the application as agreed by the County and Contractor in any exhibit hereto or as agreed in any order issued hereunder; and (iii) otherwise support the application as provided under this contract and any exhibits hereto or as agreed in any order issued hereunder.

Contractor shall, throughout the term of this Contact, make available a "Bug Track" mechanism to report issues with the current application or requested enhancements. This mechanism will provide for the input of issues and request, along with a reporting capability to track the progress of fixes/enhancements.

V. COUNTY RESPONSIBILITIES

- A. **DATA INPUT AND ACCURACY:** Unless otherwise agreed and as applicable, the County or its Agent, or an authorized user, will be responsible for input of content into Contractor's application and the County will be responsible for keeping said content current and accurate. Contractor will have no responsibility for assisting the County in creating, modifying or inputting the content, unless specified herein.
- B. **APPLICATION PERFORMANCE & AVAILABILITY:** Authorized user will notify the Contractor as soon as they discover issues regarding the functionality of the application by utilizing the provided "Bug Track" mechanism as provided by the Contractor.

If the application appears to be unavailable for use by Authorized Users, the County will verify proper operation of its own Internet connections. If the issue is not caused by local connectivity issues the County will report the outage to the Contractor and assist with any remote testing required during the service restoration period.

- C. USER ID's: Authorized users are responsible for protecting their private passwords and for insuring that all procedures are followed to mitigate any unauthorized use of their unique ID. When a data breach is suspected the authorized user will immediately contact the County Chief Security Officer who will work with the user and Contractor to identify the suspected unauthorized use. County authorized users will not share their unique passwords with any user.
- D. ANCILLARY RESPONSIBILITIES: The County will participate in all scheduled meetings with the Contractor, will provide timely information as request and will update the Contractor on key personnel changes within the County.

VI. CONTENT PRIVACY AND SECURITY: For hosted solutions the Contractor shall provide a secure environment for all associated hardware and software utilized as part of the service offering. The environment shall be in accordance with industry standards in order to prevent unauthorized access, use or modification of the application or data contained within. Contractor agrees that all content of Authorized Users is intended solely for the business of the County and is considered private data. Therefore, Contractor will, at a minimum, implement the following procedures designed to protect the privacy and security of content:

- A. User identification and access controls designed to limit access to content to authorized users. Users ID's will be subject to the following requirements:
 - 1. The County shall have the right to make add/changes/deletes to all authorized user accounts. The County will be responsible for naming what users are to be given this type of access.
 - 2. The Contractor shall make available to all authorized users an automated way of securely resetting their passwords.
 - 3. All user ID passwords will be secured/stored following acceptable industry best practices, this shall include the inability of the password to be read by an individual or stored in a non-encrypted state. The system will utilize password rules, including expirations, minimum characters, and preventing recently used passwords.
- B. Upon notification by the County the Contractor will remove, or revoke, as requested an authorized user's administrative access to the System. Such removal/revocation shall occur within 1 business hour of the request.
- C. The Contractor shall establish appropriate security controls for their system, including industry standard intrusion detection, firewalls, and encryption techniques.
- D. Physical security measures, including securing all content on a secure server, in locked data cabinets within a secure facility located within the United States.
- E. A backup of content, for an orderly and timely recovery of such data in the event that the licensed services may be interrupted. Unless otherwise described herein, service provider shall maintain a backup of content that can be recovered within two (2) hours at any point in time. Additionally, service provider shall store a backup of Customer Data in an off-site facility, located within the United States, no less than daily.

- F. Contractor agrees to maintain all metadata associated with any original content submitted into the application by an authorized user for easy retrieval and access within two (2) hours at any point in time.
- G. Contractor agrees to maintain and follow a disaster recovery plan designed to maintain authorized user access to the application and licensed services, and to prevent the unintended destruction or loss of content; and which plan, unless otherwise specified herein, shall provide for daily back-up of content and archival of such content at a secure facility located within the United States. The disaster recovery plan shall provide for and be followed by Contractor such that in no event shall the application, licensed services, product and/or content be unavailable to any authorized user for a period in excess of twenty-four (24) hours;
- H. Contractor, and through Contractor, its employees, agents and subcontractors, shall immediately notify the County, of any degradation, potential breach or breach of content and application privacy or security in any systems supporting the licensed services. Contractor shall provide the County the opportunity to participate in the investigation of the reported situation and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.
- I. Contractor shall be required to notify the County in writing thirty (30) days prior to its intention to replace or add any third-party that will be provided access to content whether that access is provided by Contractor or Contractor's subcontractors. The County may reject any additional or new third parties who may be provided access to content.
- J. Contractor shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state and local laws and regulations.
- K. Contractor shall ensure successful completion of an industry standard audit at least once annually of Contractor's environment.
- L. Within fifteen (15) business days after the expiration or termination of this contract, Contractor shall confirm in writing to the County that all content has been removed from all systems where the content resided during performance of this contract in a manner that complies with and/or exceeds the Commonwealth Data Removal standard and shall include (i) sufficient detail describing the processes and procedures used in removing the content, (ii) information about the locations of where it was removed from within the application and storage and other locations, and (ii) the date the removals were performed. All metadata, in its original form, shall be returned to the County.
- M. Implement appropriate controls, as applicable, for any controlled data such as HIPAA, PHI, PCI, PPA, etc. as defined and required by the controlling authority or agency for all service providers who handle or process that type of information.

VII. PROPRIETARY RIGHTS

- A. **CONTRACTOR'S PROPRIETARY RIGHTS:** Except as otherwise stated herein, the licensed services (including without limitation, the application and updates, and product, except to the extent that product contains content) and documentation are the sole and exclusive property of Contractor and its licensors. All modifications, enhancements, updates, and translations of the licensed services shall be deemed a part thereof.
- B. **COUNTY PROPRIETARY RIGHTS:** Except as otherwise stated herein and with the exception of any applicable third-party rights, content and any customizations made for the County's operation of the application or for interoperability with other County systems or applications paid for by the County, are and shall remain the sole and exclusive property of the County, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights thereto. Additionally, all right, title and interest in and to any content or customizations relating to the County's business shall remain the property of the County, whether or not supplied to Contractor or uploaded into the application. Nothing in this contract shall be construed as conveying any rights or interest in content or customizations to Contractor. Upon termination of an order issued

hereunder, Contractor agrees to either provide (at no additional cost) the content and customizations to the County, or, at the County's request, certify in writing that said content and customizations in all formats, have been destroyed.

- VIII. TERMINATION OF CONTRACT: Contractor shall, within thirty (30) days of expiration, completion, or termination of this contract provide to the County a complete electronic set of all content provided to the Contractor by the County. The County and Contractor will work together to transfer the data in a mutually agreed upon format that does not require the Contractor's system.
- IX. GENERAL WARRANTY: Contractor warrants and represents to the County the licensed services and the application described herein as follows:
- A. OWNERSHIP: Contractor has the right to provide the licensed services, including access by any authorized users, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
 - B. MALICIOUS CODE: Contractor has used its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in the application accessed by an authorized users and the application does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to the application.
 - C. PRIVACY AND SECURITY: Contractor warrants that Contractor and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the application, licensed services, product, and any related deliverables do not include any degradation, known security vulnerabilities, or breach of privacy or security.
 - D. OPERATING SYSTEM AND SOFTWARE SUPPORTABILITY: Contractor warrants that Contractor and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the application, licensed services, product, and any deliverables do not have dependencies on other operating systems or software that are no longer supported by Contractor, or its Subcontractors, partners and third-party providers.
 - E. ACCESS TO PRODUCT AND PASSWORDS: Contractor warrants that the application and licensed services do not contain disabling code or any program device or other undisclosed feature, including but not limited to, viruses, worms, trojan horses, or other code which is designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the application, licensed services or the hardware or software of any authorized user. In addition, Contractor warrants that the County and its authorized users will be provided commercially reasonable uninterrupted access to the application. Contractor also warrants that it will not cancel or otherwise terminate access to the application by disabling passwords, keys or tokens that enable continuous use of the application by the County and its authorized users during the term of this contract.

**Attachment F: Functional Requirements
(See Attached Excel Workbook)**

**Appendix: Application Software Product Information
(See Attached PDF)**

**Appendix: Keystone Standard Agreement for License, Purchase,
Implementation and Maintenance Services
(See Attached Word Document)**