The template below is an actual RFP, and as such is unique to that government. The organization's name and other unique content has been removed.

Users of this template are cautioned that this is NOT a fill-in-the-blank form that can be completed and sent to vendors as is. Rather, the intent is to save you some search time and provide you with an effective working sample that you can use to develop your own RFP.

Request for Proposal (RFP)

Software, Implementation, and Hosting

for a

Financial Management System

GOVERNMENT NAME AND LOGO

RFP # XX

Release Date	Month, Day, Year
Pre-Proposal Conference	Month, Day, Year
Due Date	Month, Day, Year

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Section A: RFP Introduction

A.1 About the Government

Table 1.1 –Background Statistics	
Background Summary	
Population	
Government Budget (FY 10-11 Recommended)	
Government Operating Funds	
Capital Projects	
Enterprise Funds	
Internal Service Funds	
Other	
Number of Employees (FTE) Includes all	
Government departments and special districts	
Fiscal Year:	

A.2 Purpose of Request for Proposal

This RFP is for the purpose of procuring a system to meet the finance, purchasing, budgeting, and other administrative functions of the Government as defined in this RFP along with services to implement and host the system. The Government is open to any type of solution that would meet its needs. This RFP has been compiled for the purpose of providing information, requirements, specifications, guidelines, and other data to be used by proposers who wish to submit a proposal for consideration.

A.3 Project Background

A.4 Notice to Proposers

Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by the Government, or legally obligate the proposer to more than it may realize. Information obtained by the proposer from any officer, agent or employee of the Government shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the RFP conditions or any subsequent contract conditions. Only the format and documents included with this RFP will be accepted as compliant for the submitted proposal. Failure to completely fill out all required attachments may result in disqualification.

A.5 Guidelines

By virtue of submitting a proposal, interested parties are acknowledging:

A.5.1 This RFP is a request to purchase or otherwise acquire rights to use software, professional services required to implement/train new users on the software, and hosting services for the system. As such, proposals from implementation firms alone or software firms without an

- implementation mechanism will not be considered. Proposals that do not include a hosting service will be accepted.
- A.5.2 In the event that all products and services are not provided by one firm, proposers are required to partner with another firm to submit a joint proposal. Proposals will be accepted from both software firms and implementation firms. However, in the event that one firm is involved in multiple proposals, (example: multiple implementation firms proposing the same software), the software firm will be considered the primary point of contract through the procurement process.
- **A.5.3** During contract negotiations, and for the implementation, the implementation firm will be the prime point of contact for the project, and once the system is implemented, the Government will consider the primary implementation firm the single point of contact for service-related issues throughout the duration of the agreements between the Government and the firms involved with this project.
- A.5.4 Responses to the functional requirements should be completed to identify both the capability of the software and the scope of the implementation. It is expected that the software firm will be the entity providing the responses to the detailed functional requirements for software functionality and the implementation firm will be identify response to the requirements for proposed scope. If there is a disagreement on how to meet a specific requirement, the implementation firm should use the comment field to note the reason why the implementation strategy differs from the software firm's approach. Both the software and implementation firm(s) will be required to warrant the license and services agreement to the requirement responses.
- A.5.5 In the event that a software firm submits multiple proposals using different implementation firms, it must keep its pricing and responses to the functional requirements the same across all of the proposals for proposals that provide the same scope. It is the responsibility of the software firm to ensure that pricing and responses are represented in the exact same manner in all proposals. In the event that different implementation firms propose using different modules and/or products to meet the requirements, pricing should reflect the proposed scope, however all pricing and responses to requirements for similar modules across different proposals should remain constant.
- **A.5.6** The Government reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the Government reserves the right to delete or add functionality (i.e., modules and components) until the final contract signing.
- **A.5.7** All third-party solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated.
- A.5.8 The Government expects to enter separate agreements for software and professional services (if implementation firm is different from the software firm). If the Government is not satisfied with the qualifications, cost, or experience of the implementation firm or any third-party solution, it reserves the right to request that the software firm proposes a new implementation firm or different third party products or release a separate RFP for a different implementation firm or third party product.
- A.5.9 Pricing must be submitted on a "not-to-exceed" basis. For implementation services under a not-to-exceed arrangement, the Government compensates the vendor on the basis of major deliverables to be identified in the development of the statement of work. If there is a "residual" amount at the end of the project (the difference between total implementation contract amount and actual total costs), the Government will retain the difference. In contrast,

if the implementation cost ceiling is exceeded, the vendor is to finish the work at no additional compensation, unless the Government does not meet specific assumptions outlined in the proposal. Proposers are to provide all work effort needed to meet the detailed functional requirements as part of their proposal on Attachment 6 (Costs) and Attachment 7 (Staffing). All firms submitting proposals are encouraged to submit the most competitive proposal possible as the failure to do so may lead to elimination prior to software demonstrations.

- **A.5.10** This RFP, its general provisions, and the terms and conditions identified in Section D shall be incorporated in any agreement resulting from this solicitation, and the RFP and its terms and conditions, plus attachments shall control unless the Agreement expressly provides otherwise.
- **A.5.11** The Government reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the Government to be in the Government's best interest.
- **A.5.12** The Government reserves the right to cancel, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements. If the Government cancels or revises this RFP, all proposers will be notified in writing by the Government.
- **A.5.13** The Government reserves the right to revise the RFP prior to the date that proposals are due. All registered contacts will be notified of revisions to the RFP. The Government reserves the right to extend the date by which the proposals are due.
- A.5.14 This RFP does not commit the Government to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. All proposals submitted in response to this RFP become the property of the Government and public records, and as such, may be subject to public review.
- **A.5.15** When responding to this RFP, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered an unresponsive proposal and may result in immediate elimination from further consideration.

A.6 Inquiries

In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed to:

Contact: Title: Email:

- A.6.1 All questions concerning the RFP must reference the RFP page number, and section heading, All questions must be received in writing by no later than the date indicated in the schedule. Answers will be sent to all registered contacts that have requested updates. Any officer, agent, or employee of the Government will NOT accept verbal questions about this RFP. Questions and responses affecting the content of this RFP will be provided to all registered contacts.
- **A.6.2** If any proposer planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the true meaning of a particular requirement, a request for clarification or correction must be submitted in writing to the contact listed above.
- **A.6.3** Proposers are directed specifically NOT to contact any other Government staff other than specified personnel identified in this RFP, for meetings, conferences, or technical discussions

related to the RFP. Unauthorized contact of any personnel may be cause for rejection of the proposer's RFP response.

A.7 Proposer Pre-Proposal Conference

A pre-proposal conference will be held at the County Administration Building on November 1, 2010 at 10:00 AM PDT. Attendance at the pre-proposal conference is not mandatory. Answers to questions submitted prior to the conference by the deadline indicated on the procurement schedule will be distributed to everyone in attendance at the beginning of the pre-proposal conference. All questions submitted prior to the pre-proposal conference and those questions asked during the pre-proposal question will be answered in an addendum released according to the procurement schedule listed in the RFP.

A.8 Procurement Schedule

The expected procurement schedule is listed below. The Government reserves the right to change the procurement schedule. If changes are made, representatives from each proposer or proposer who has been elevated to the current stage will be notified by the Government.

Procurement Schedule	
MM/DD/YYYY	RFP released
MM/DD/YYYY	Pre-proposal question deadline (2:00 PM PDT) for answers to be handed out at the pre-proposal conference
MM/DD/YYYY	Pre-proposal conference – 10:00 AM (PDT)
MM/DD/YYYY	Last day to accept questions on the RFP - 4:00 PM (PDT)
MM/DD/YYYY	Answers to submitted questions provided
MM/DD/YYYY	Proposals due – 2:00 PM PDT
MM/DD/YYYY	Up to three proposers elevated for software demonstrations
Week of MM/DD, MM/DD and MM/DD, YYYY	Software demonstrations (3 days for each elevated software firm)
MM/DD/YYYY	Elevate semifinalist proposers
Week of MM/DD/YYYY	Discovery sessions completed (1 day per elevated proposer)
MM/DD/YYYY	Government identifies the final proposer for contract negotiations
MM/YYYY	Complete negotiations and Statement of Work (SOW) with finalist
TBD	Award of contract
TBD	Implementation Begins

A.8.1 Software demonstrations will be held on-site at Government facilities and will cover all functional areas listed in this RFP. Proposer demonstrations are an integral part of the selection process. To avoid unnecessary delays, the Government expects that proposers will be available for software demonstrations and on-site Discovery sessions on the dates identified

on the procurement schedule. Proposers that cannot demonstrate their software during the dates prescribed by the Government may be eliminated. The agenda and software demonstration scripts will be distributed to proposers that have been short-listed for software demonstrations approximately two-three weeks in advance of the demonstrations. The Government reserves the right to change the dates as needed.

A.8.2 Discovery sessions will focus on implementation issues. After software demonstrations, all elevated proposal teams will receive a request for clarification (RFC) letter that will ask proposers to clarify any necessary parts of the initial proposal. In addition, the RFC letter will identify a schedule for the on-site Discovery session that will include a detailed discussion of implementation issues. It is the expectation of the Government that all key project team members will be available for the on-site Discovery session.

A.9 Evaluation Criteria

The Government will review all proposals received as part of a documented evaluation process. For each decision point in the process, the Government will evaluate proposers according to specific criteria and will then elevate a certain number of proposers to compete in the next level. Proposers not previously elevated may be elevated at a later date.

The sole purpose of the proposal evaluation process is to determine which solution best meets the Government's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide and has proposed the best software and implementation approach for the Government's current and future needs based on the information available and the Government's best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the Government. The criteria that will be used to evaluate proposals may include, but are not limited to the following:

A.9.1 Proposal Evaluation

- Cost
- Public sector experience
- Technical features and compatibility with the Government's standards
- Functional features and response to the Government's requirements
- Overall Implementation methodology
- Completeness and relevance of response

A.9.2 Software Demonstrations

- Overall system features
- Ability to provide required functionality for the Government
- Approach to business process re-design
- References
- Change management
- Project management
- Training

A.9.3 Discovery

Cost

- Project team experience/knowledge
- Understanding of the Government's needs and goals
- Implementation approach / risk mitigation plan
- Staffing plan
- Interfaces, conversions, and customization approach

The Government reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list.

A.10 Evaluation Structure

The Government's evaluation structure will consist of an evaluation team and a steering committee. The evaluation team will consist of representatives from departments within the Government. Members of the evaluation team will represent both "core" central service departments as well as other "user" departments. The evaluation team will be responsible for gathering input from other subject matter experts and ranking each proposal at every stage of the elevation process. Recommendations for elevation will then be sent to the steering committee for approval. The steering committee includes managerial and director level resources from various stakeholder departments throughout the Government. The steering committee will remain intact throughout the project.

A.11 Expected Elevation Schedule

The Government expects to elevate the number of proposers identified in the following table for each level in the procurement process. If the Government determines it is in its best interest, it may elevate additional vendors for each level at any time. Additionally, if the Government feels that it is in its best interest to elevate fewer proposers it also retains that right. In the event that multiple implementation firms propose with the same software firm, the Government may select any number of those implementation firms for software demonstrations along with the software firm.

Table 1.3 Proposal Selection Steps		
Level	<u>Description</u>	Expected Number of Proposers/Firms
Level 1	Software demonstrations and Initial implementation presentation	Three (3)
Level 2	Discovery	Two (2)
Level 3	Contract Negotiations	One (1)

A.12 Proposal Submission Instructions

A.12.1 Proposals are to be submitted in sealed packages **BEFORE 2:00 PM, PST** at the indicated address with the name of the proposer, RFP number, and project title clearly labeled on the outside of the package. Late submissions will not be accepted.

Submittal Address:

DEPARTMENT NAME DEPARTMENT CONTACT ADDRESS CITY, STATE, ZIP

- **A.12.2** Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered. Please note the following as part of the submittal process.
- **A.12.3** Signature of the proposal by the proposer constitutes acceptance by the proposer of terms, conditions, and requirements set forth herein.
- A.12.4 Proposers are required to submit four (4) hard copies of the technical proposal and four (4) hard copies of the price proposal. In addition, proposers are required to submit four (4) electronic copies of both the technical and price proposal. Price proposal (both hard copies and electronic copies) must be in a separate sealed package. Hard copies must include submittal letter signed by authorized agent of the proposer which clearly identifies each firm involved in the proposal and appropriate contact information for each.
- **A.12.5** Use the Submittal Checklist (Attachment 1) to ensure that all required documents, forms, and attachments have been completed and submitted as instructed.
- **A.12.6** By submitting a proposal, the proposer is providing a guarantee to the Government that, if chosen, it will be able to provide the proposed products and services during the period of time discussed in the RFP.
- A.12.7 Any information in the proposal that the proposer desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire proposal exempt from disclosure will not be honored. The Government will consider a proposer's request for exemption from disclosure; however, the Government will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the proposal, it will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.
- **A.12.8** The Government shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected contractors, including but not limited to costs incurred in the preparation or submission of proposals. The Government shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.
- **A.12.9** Any and all protests must comply with the timelines and procedures set forth in the Government of Sonoma Purchasing Department's protest and appeals procedure. For a copy of this procedure, please visit: WEBSITE ADDRESS

A.13 Notification to Proposers

After an award recommendation has been determined, proposers will be sent an intent to award notification via e-mail.

A.14 System Selection Consultant

The Government has retained the services of the Government Finance Officers Association (GFOA) for this project. The role of GFOA is to provide information and analytical services to support the procurement process. The decision to select software and services suppliers is solely that of the Government.

Section B: Detailed Submittal Requirements

So that competing proposals can be compared equally, proposers must assemble their proposals in strict adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification. Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simple as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

Section Number	Section
	Introductory Material (Title Page, Letter of Transmittal, and Table of Contents)
1	Executive Summary
2	Scope of Services
3	Company Background (including most recent audited financial statements)
4	Proposed Application Software and Computing Environment
5	Responses to Functional/Technical Requirements
6	Implementation Plan
7	Training Plan
8	Maintenance and Support Program
9	Essay Responses
10	Client References
11	Exceptions to the RFP
12	Sample Documents
13	Price Proposal (To be submitted in a separate sealed envelope)

B.1 Executive Summary and Introductory Material

(**Proposal Section 1.0**) The introductory material must include a title page with the RFP number, subject, name of the proposer, address, telephone number, the date, a Letter of Transmittal, and a Table of Contents. The executive summary should be limited to a brief narrative summarizing the proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

B.2 Scope of Services

(**Proposal Section 2.0**) This section of the proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed including the following:

- **B.2.1** The proposal shall explicitly state the name of any firms or products that are part of the proposed solution to the Government or any firms providing services for implementation, training, hosting, or other services. For each firm listed, the proposal should include the following information:
 - Role of the firm in the project
 - Statement about whether the proposer's contract will/will not encompass the third-party product/service and/or whether the Government will have to contract on its own for the product/service.
- B.2.2 List and describe all software proposed modules. Proposer must explicitly state the software module name and versions that are proposed. All modules should be listed on Attachment 6 (Cost).
 - All functional requirements that are responded to with a positive response (anything except "N") will be considered to be in scope. Proposal, including price and staffing requirements, must address all of these requirements.
- **B.2.3** Are there any additional and related features/modules that are offered by the proposer's firm but not proposed AND that the proposer feels would have value for the Government. Identify and describe these additional modules and what their value to the Government would be. (Examples could include: additional reporting tools, additional self service, additional technical tools, etc.)
- **B.2.4** Complete Attachment 8 (Data Conversion) Government expects proposers to include all conversions listed in the RFP
- **B.2.5** Complete Attachment 9 (Interfaces) Government expects proposers to include an interface to all systems listed in the RFP. If proposers do not include all interfaces, provide an explanation of why that interface was omitted.
- **B.2.6** Identify all customizations/enhancements to the software that have been proposed as part of scope. Customizations listed here should accommodate all functional requirements in Attachment 5 (Functional Requirements) listed as "CU." If customizations are not part of scope, the correct response to the functional requirements should be "N."
 - The Government understands that estimating costs and effort required to provide customizations is difficult given the limited amount of information provided in this RFP. The Government understands that these numbers may need to be revised at a later stage in the procurement process, but asks the proposer to make an effort to identify these customizations now.

B.3 Company Background

(**Proposal Section 3.0**) Each proposal must provide information about any firm involved with this proposal including the software vendor, implementation vendor, and/or any third party vendors so that the Government can evaluate the proposer's stability and ability to support the commitments set forth in response to the RFP. The Government, at its discretion, may require a proposer to provide additional supporting documentation or clarify requested information.

- **B.3.1** Complete the Attachment 10 (Company Background).
- **B.3.2** Provide a copy of the latest audited financial statements for each firm.

B.4 Proposed Application Software and Computing Environment

(**Proposal Section 4.0**) The proposer must present, in detail, features and capabilities of the proposed application software.

- **B.4.1** Identify hosting options for the Government. As part of your response, be sure to include the following:
 - Information on hosting services provided
 - Will all products be hosted through the same provider?
 - Will the Government need to host anything on its servers
- **B.4.2** List and describe proposed services for hosting including:
 - Service desk support services
 - Application support
 - Operational support services
 - Technology infrastructure services
 - Disaster recovery
- **B.4.3** Explain service levels that are used to guarantee performance for the Government through the hosting agreement.
- **B.4.4** Complete Attachment 13 (Alternative Delivery Options)
- **B.4.5** Complete Attachment 12 (Technical Specifications)
- **B.4.6** Describe the proposed level of integration that exists between proposed third party products and the base software.
- **B.4.7** Describe tools that are proposed or available with the software for integrating the proposed system with third party applications in use at the Government
- **B.4.8** Describe any reporting tools that are included with your proposal. Can these reporting tools be used with the Government's current systems?

B.5 Responses to Functional Requirements

(**Proposal Section 5.0**) Responses to the requirements listed in Attachment 5 (Functional Requirements) to this RFP must be provided in this section of the proposal. Proposers should use the format provided. The following answer key must be used when responding to the requirements.

Table 2.1 – Response to Functional Requirements			
F	Provided fully functional out of the box or with configuration (no custom development)	CR	Custom Report Development Required
CU	Customization/Software Enhancement	TP	Third-party Software required to fully provide requirement (Third-party Software must be proposed)
SR	Provided with Standard Report	N	Not included in this proposal

B.5.1 Complete and submit Attachment 5 (Functional Requirements)

- Failure to provide some requirements or excluding some requirements will NOT eliminate the
 proposer from contention. The Government will evaluate the proposal as a whole including
 price/value comparisons when evaluating proposals.
- Responses to the functional requirements will include a response both from the software firm and implementation firm. Each must use only one code only per requirement. The spreadsheet is locked to enforce this. All requirement responses must be submitted in the format presented in Attachment 5 (Functional Requirements). The requirements responses submitted will become attached to the software license and implementation services contract. Both software and implementation firms are expected to warrant all positive responses (every response except ("N").
- Software firms are required to complete the functional requirements to identify capabilities of the software. Responses to the functional requirements from the software firm are located in columns D, F, and G of Attachment 5. Implementation firms are required to complete the functional requirements to identify what is proposed as part of scope for this project and indicate what phase the requirement will be realized. Responses to the functional requirements from the implementation firm are located in columns H, J, K and L. The software firm and implementation firm's requirements do not have to be equal for each requirement. If the software firm is the same as the implementation firm, both sections of Attachment 5 still must be completed.
- For requirement responses other than "N," proposers must indicate the module or product that is required to meet the requirement.
- All responses which are marked F, CU, CR, SR, or TP will be considered to be included in the scope, and the cost proposal and staffing matrix submitted in this proposal should reflect this. Furthermore, the module necessary to perform that functionality must be included in the scope and cost of this proposal.
- If a module is required for only a few functional requirements and it is not cost-efficient to include in the proposal, the proposer should mark the requirement as "N" and indicate accordingly in the comment field that this module is available but not being included in the proposal.
- If functionality is not available, but expected to be available in future versions of the software, the expected release date can be noted in the comments column. The proper response would be "N".

B.6 Implementation Plan

(Proposal Section 6.0) This section should describe the proposed implementation plan. Proposers should reference Section C.4 for listing of likely Government resources devoted to this project. All proposals should assume that the Government will contribute approximately 50% of the implementation effort to ensure adequate knowledge transfer. However, if the proposer feels that given past experience a greater or lesser role would allow the Government to better mitigate risk and control project costs, the proposer should propose what it feels is in the best interest of the Government.

- **B.6.1** Provide a detailed plan for implementing the proposed system. This information MUST include: Explain in detail the proposed phasing for implementation including advantages to this approach, alternative proposed phasing, and how this approach will limit the risk that the Government is facing during implementation.
- **B.6.2** Provide methodology for implementation. Methodology shall include estimated timeframe, overview of deliverables, assumptions, and assumed responsibilities. Make sure to include:
 - the role of the Government and proposer staff for interface development.
 - the role of the Government and proposer staff for data conversion.
 - the role of the Government and proposer staff for workflow development
 - the role of the Government and proposer staff for custom report development.
 - the role of the Government and proposer staff for customizations or modifications to the software
- **B.6.3** Explain the proposer's methodology for organizational change management and describe organizational change management activities being proposed. Include description of specific roles of proposer and the Government staff for change management.
- **B.6.4** Provide overview of services proposed for changing the Government's existing business processes. As part of this project, the Government is specifically looking to gain efficiencies with its purchasing, accounts payable, journal entry, and deposit processes.
- **B.6.5** Describe the proposer's approach (including specific strategies) that it will use if it encounters that the Government is resistant to change.
- **B.6.6** Provide an overview of project management services that are proposed.
- **B.6.7** Provide project team resumes for key members of the implementation team expected to be on the Government's project. It is understood that assigning resources at this point may be difficult, however resumes provided should at least be representative of the staff that would make up the Government's project team. (Note: During Discovery, implementation firms will be expected to identify and confirm project team resources.)
- B.6.8 Complete Attachment 7 (Staffing) indicating resources that will be required by the project for each month of the implementation schedule as described above. The purpose of Attachment 7 (Staffing) is to provide the Government with an estimate of resources that will be required for implementation and training. Include an estimate for all activities that would be included in the project plan for all resources. Section 3 of this RFP includes information on Government resources available to the project.

B.7 Training Plan

(**Proposal Section 7.0**) This section should include the proposed training plan and a description of all products and services proposed to train both the project team and end users.

- **B.7.1** Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training, web training services for the core project team, end users, and technology personnel.
- **B.7.2** Describe the role of the Government and proposer staff for training including the design and implementation of the training plan, development of training materials, and level of assistance with training.
- **B.7.3** Provide descriptions of classes/courses proposed in the training plan. The proposer must be very clear about exactly what training courses are included in the cost of the proposal.
- **B.7.4** Provide a description of any training tools that are proposed along with this system.

B.8 Maintenance and Support Program

(**Proposal Section 8.0**) The proposal must specify the nature of any post-implementation and on-going support provided by the vendor including:

B.8.1 Complete Attachment 12 (Maintenance and Support)

B.9 Essay Responses

(Proposal Section 9.0) The Government has some unique questions or business process needs that it would like addressed as part of this RFP. Proposers are required to answer the following questions with as much detailed information as possible. Proposers are strongly encouraged to make sure that the response answers the question and is not comprised of marketing material.

- **B.9.1** The County's preference at this time is for a hosted solution. If the County were to host the system using its own hardware and staff, how would your proposal change. Please identify changes to required staffing, costs, schedules, project risks, etc.
- **B.9.2** ESSAY OUESTION 2

B.10 Client References

(Proposal Section 10.0) The Government considers references for both the software and implementation services to be important in its decision to award a contract. Proposers should supply references that will be available to speak with the Government and/or GFOA for approximately 30-60 minutes. The Government/GFOA will not call proposers to tell them that their references will be contacted. Proposers should assume that all provided references will be contacted. Similarly, the Government/GFOA will not work through a proposer's reference manager to complete a reference. The names, phone numbers, and email addresses of the project manager or person with broad knowledge of the project for each reference must be listed. Failure to provide this information may result in the proposer not being elevated. The Government reserves the right to contact additional clients for references, if deemed necessary.

- **B.10.1** Provide software references. Using the form attached to this RFP in Attachment 2 (Software References), software firms should provide five (5) public sector client references. Ideally, references should be similar in size to the Government and have a similar implementation scope.
- **B.10.2** Provide implementation references. Using the form attached to this RFP as Attachment 3 (Implementation References), implementation firms should provide five (5) public sector references in which they served in a similar role to that proposed for this project. Any differences in project scope or project responsibility should be listed on the reference form. Proposers may use the same references for both software and implementation.
- **B.10.3** Provide software and/or implementation references for all third party products and/or services. Using the form attached to this RFP as Attachment 4 (Third Party References), third-party software firms or implementation firms providing any products or services as part of this RFP should provide five (5) public sector client references. Ideally, references should be similar in size to the Government and have a similar implementation scope.

B.11 Exceptions to the RFP

(Proposal Section 11.0) All requested information in this RFP must be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the Government, and the description of the advantages or disadvantages to the Government as a result of exceptions. The Government, at its sole discretion, may reject any exceptions or specifications within the proposal.

B.12 Sample Documents

(**Proposal Section 12.0**) Proposers should include sample copies of the following documents. Although they are sample forms, the documents must contain all material terms so that the Government can fairly evaluate the proposer's forms.

- **B.12.1** Sample software licensing agreement
- **B.12.2** Sample maintenance agreement
- **B.12.3** Sample implementation services agreement
- **B.12.4** Sample hosting agreement
- **B.12.5** Sample implementation project plan
- **B.12.6** Sample agreements from proposed third party vendors if the Government will be required to contract directly

B.13 Price Proposal

(Proposal Section 14.0) Proposers should submit their price proposal in a separate and sealed packet according to the format provided in Attachment 6 (Costs) to this RFP. Do not cite price anywhere else in the proposal in order to prevent evaluators from viewing this information. The Government's Evaluation Team will review price after evaluating the non-price information in the proposal and prior to selecting the three (3) proposers for software evaluations.

B.13.1 Complete and submit Attachment 6 (Costs)

- It is important that proposers use the format presented in this RFP even if another format is provided. Attachment 6 (Costs) should include total price for all software, services, and additional costs to acquire all software and services referenced in the proposal including third party prices. If third party products or services are included, do not provide separate version of Attachment 6 (Costs) for each third-party product.
- Do NOT use "To Be Determined" or similar annotations in the cells for cost estimates. The Government is asking proposers to estimate prices and hours for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Proposers may submit additional pricing sheets as an addendum to the cost template; however the cost template MUST be completed.
- The Government may award a purchase contract, based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. It may also request revised pricing offers from such proposers, make an award, and/or contract negotiations thereafter.
- Proposers must submit implementation costs as fully loaded rates that include all necessary travel.
- The Government will require fixed maintenance fees for ten (10) years following implementation for budgeting purpose.
- Attachment 6 (Costs) should be consistent with Attachment 5 (Functional Requirements) and Attachment 7 (Staffing).

Section C: Scope of Project

C.1 Project Scope

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 5 (Functional Requirements)

- C.1.1 General Ledger. The Government maintains the general ledger for all Government departments, enterprise funds, and trust funds within the Government. In addition, the Government performs accounting functions for many smaller special districts. As part of the project, the Government will look to the implementer for assistance in re-defining the Government's chart of accounts.
- C.1.2 Dependent Special Districts [LIST]
- **C.1.3 Budgeting.** The budget system will be used by all Government departments and the special districts for budget preparation. For Government employees, the budget system must be able to interface to the Government's HR/Payroll system for salary and position information.
- C.1.4 Purchasing. All departments initiate purchasing requisitions to begin an automated procurement process that relies on the system to enforce budget control, approvals, and matching. In addition, the Government will use the system to manage all contracts. Currently the Government has implemented vendor self service functionality, automated bid/quote management, and procurement cards. The system is expected to provide these features as well.
- C.1.5 Accounts Payable. The system will provide capabilities for automated invoice processing that is integrated with the purchasing system. Invoices will be received by the departments where information is entered and the invoice scanned into the Government's document management system. Entries will ultimately be approved by the auditor's office.
- **C.1.6** Accounts Receivable. The system will track and account for all receivables within the Government. Receivables will either be created using external systems or keyed directly into the system. In addition, the system will provide miscellaneous billing and aging capabilities.
- **C.1.7 Cashiering.** For departments that take payments, the system would be used for processing payments and initiating deposits.
- **C.1.8 Project Accounting.** The system will provide robust project accounting functionality that will enable it to track project expenses for all Government departments and special districts.
- C.1.9 Grant Accounting. The system will provide grant management capabilities allowing Government 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 Government needs the capability to manage pass through and Government-funded grant programs.
- C.1.10 Fixed Assets. The fixed asset system will be used to track physical and financial information for the Government's assets. The system will contain assets above the Government's capitalization threshold for financial reporting purposes plus assets under the threshold for management purposes.
- **C.1.11 Inventory.** The system will provide integrated inventory functionality to be used across the Government by different departments.

C.2 Project Goals / Success Indicators

Through this project, the Government is interested in re-designing some of its current business processes to become more efficient and take advantage of the new system more effectively. As part of the implementation proposal, the Government expects proposers to provide business process re-design services that will achieve measurable improvements in business processes within a few key processes including purchasing approvals, accounts payable processing, budget preparation and submission, journal entries, and deposit authorization. Additionally, the Government has defined the following business process/organizational improvements for the project.

- **C.2.1** Retire the Government's mainframe system. The Government's current financial systems are run on outdated technology that will no longer be supported.
 - **Key Indicator:** Financial System is removed from Government's mainframe
- **C.2.2 Provide better management information:** Government managers need better and timely information from the system to provide decision support.
 - Key Indicator: Government managers have access to dashboard with key information and the ability to drill down to get detailed transaction data for decision support
- **C.2.3** Improve business process efficiency: The Government needs to streamline business processes, reduce duplicate data entry. By having a financial system with multiple different modules will allow for the reduction of many shadow systems. The new reality for government is that it will need to function more efficiently. This technology will allow for that.
 - Key Indicator: Government has an automated process that allows data to be entered into the system by department users and then routed through workflow to appropriate users. Departments will have the ability and training to view and query this information and the trust to rely on it reducing the need for duplicate shadow systems.
- C.2.4 Data Integration: For key systems already in place in the Government, there will need to be interfaces developed and maintained that allow for information to be transferred automatically between systems. The Government is looking to avoid fragmented information that relies on users to enter and reconcile data between multiple systems. The new system will interface with HRMS.
 - Key Indicator: Real time interface developed with HRMS to reduce duplicate keying of data.
- C.2.5 Elimination of Shadow Systems: Because of current limitations with the current financial system, many users both in the auditors office and in the departments have been forced to use shadow systems to track information. This system will eliminate the need for most of those shadow systems.
 - **Key Indicator:** Fixed assets are tracked in the system
 - Key Indicator: Government is able to view and track all Government-wide receivables in the system

- Key Indicator: Departments use system for project and grant costing, billing, and reporting
- **C.2.6** Revise the Chart of Accounts: The Government's chart of accounts is currently restrictive and does not allow the Government to capture costs and report information adequately. This project will be an opportunity to develop a chart of accounts consistent with best practices.
 - **Key Indicator:** Government's chart of accounts is revised to accommodate the various reporting and managerial needs of departments across the Government. Each segment of the chart of accounts has one purpose.
- C.2.7 Project Risk Mitigated: The Government strives for a successful project that is accepted and learned by users throughout the Government. To gain efficiencies, improve processes, and have better access to data, the Government's project must be properly planned, communicated, and executed.
 - Key Indicator: The project will go-live according to the schedule listed in this RFP without going over budget.

C.3 Project Staffing

Currently, the Government is planning on dedicating the following individuals to the project team. The Government still would like to maintain an approximate 50:50 work split to ensure appropriate knowledge transfer. When completing staffing estimates for the project, the Government's proposed level of effort should be included (if required). In addition to the project team, the Government also expects to rely on subject matter working groups to provide expertise throughout the project. The Government's project team, along with the implementation firm's project team will be located in a dedicated project office.

Role	Approximate Dedication to the Project
Project Manager	1.0 FTE
Project Admin	0.5 FTE
Change Management Lead	1.0 FTE
Training Coordinator	.75 FTE
GL Lead	1.0 FTE
Purchasing Lead	1.0 FTE
AP Lead	1.0 FTE
AR Lead	1.0 FTE
Project Lead	1.0 FTE
Grant Lead	1.0 FTE
Fixed Asset Lead	1.0 FTE
Technology Lead	AS NEEDED

C.4 Project Governance Structure

The following are the roles that will be employed for the project. These roles are essential for the success of the project and are intended to define the project reporting structure and lines of authority for decision-making.

C.4.1 Steering Committee

The Steering Committee provides incentive to all departments to view the project as a top priority and will make the decisions regarding changes in organizational policies and procedures that will be required to ensure project success. They will monitor work and achievement of project milestones, advise on broad policy decisions, support the cultural change necessary for the project, assist in conflict situations, and foster throughout the organization an appreciation of the value of the integrated system.

C.4.2 Project Manager

This position will monitor and manage several "mini projects" over the life of the project as there are many teams working on individual tasks and many tasks occurring simultaneously. The project manager determines the right level of involvement of all teams to keep the project on target. The project manager resolves issues, reviews deliverables, and communicates project status to the steering committee. This position also determines the priority of work and addresses scope changes.

C.4.3 Project Team

With a focus on specific components of the system planning and implementation, the planning and implementation project team members work alongside with the project manager to drive the process. Team member positions are responsible for ensuring that their component of the implementation process is successfully completed and provide support to the other functional areas.

Change management will be managed by the project team and will lead many facets of change within the project. The team will facilitate a strategy for conflict resolution for conversion of business practices, change adaptation, and communication programs.

End user training will be managed by the project team to ensure appropriate training as the project moves towards implementation and to provide on-going training as the project goes live. This includes identifying training requirements, designing curricula, developing training materials and documentation, conducting training events, and evaluating training effectiveness.

C.4.4 Subject Matter Working Groups

Subject matter working groups support their respective project team members in implementing their functional area. These groups are comprised of staff who are very familiar with day-to-day operations and possess an understanding of how their tasks and responsibilities fit into the "big picture" of the entire government. They provide information on current business processes and shape future processes.

C.5 Preferred Project Schedule

After careful consideration of the Government's current technology situation, priorities for this project, and the Government's ability to absorb change, along with taking into consideration lessons learned from many other governments, the Government has identified the following schedule to be its preferred go-live schedule for the project:

Phase	Functionality	Expected Date
1	Budget Preparation	MM/YYYY
2	General Ledger, Purchasing, Contract	MM/YYYY
	Management, Accounts Payable	
3	Procurement Self Service	TBD
4	Grant Accounting, Project Accounting,	TBD

	Accounts Receivable, Fixed Assets	
5	Inventory	

- C.5.1 Phase 1: The Government requires the budget module to be ready for use by Government departments and special districts to input budget requests for the Fiscal Year 2012-2103 budget in November of 2011
- **C.5.2** Phase 2: The first major go-live phase would include all core financials and purchasing functionality to coincide with the beginning of the Government's fiscal year. For this first phase, the Government would like to mitigate risk by limiting the amount of change that Government departments will need to absorb.
- **C.5.3** Phase 3: Currently, Government vendors have access to vendor self service capabilities through the existing system. The Government therefore aims to have this functionality turned on in the new system as soon as possible after go-live of the core financial and purchasing modules (Phase 2).
- C.5.4 Phase 4: While modules and functionality is schedule for a separate go-live than Phase 2, it is the expectation of the Government that planning and configuration of some of this functionality will occur concurrent to phase 1 activities. Go-live for this phase should be planned far enough out from the first go-live phase to limit risk and encourage greater adoption among users. However, the Government's desire is to go-live when ready.
- **C.5.5** Phase 5: Implementation of inventory functionality would be the final phase. Currently, very few departments have inventory systems or track inventory. This module was seem as an important tool for the future, but as a low priority given the need of other functional areas..

Note: If the proposer feels that from experience there is an alterative implementation approach that would be to the advantage of the Government to pursue, please identify that as an alternative approach in your proposal. Similarly, if proposers feel that the preferred approach listed above subjects the project and Government to additional risk or would otherwise limit the Government's ability to reach its project goals, those concerns should be listed. However all proposers are expected to propose using the listed schedule for go-live.

C.6 Training

The Government's preference is for a "train-the-trainer" methodology to instruct end users on how to use the system. Learning from experience with other projects, the Government intends to use members of the project team along with additional trainers from throughout the Government to conduct training.

C.7 Number of Users

It is difficult for the Government to envision exactly who will use the system as implementation of the system will result in a major change for the way that the Government does business. Proposers should plan however on having all Government departments and dependent special districts with access to the system for at least a few users to enter transactions plus all independent special districts with access to query data and enter budget requests.

C.8 Interfaces

Proposers should evaluate the following list of required interfaces. If the interface cost does not include all of the following interfaces, proposers must be very specific about which are not included and provide a detailed explanation of how that functionality will be performed.

C.8.1 Human Resources Management System

Major Functional Area: Human Resources / Payroll

Frequency of Interface: Real Time

Database: Oracle

Purpose of Interface: The system will need a real time interface to the Government's

HR/Payroll system serve multiple purposes including:

- 1) Use the chart of account information in the financial system to update the HR/Payroll system
- Load labor distribution costs from payroll into the system to update general ledger accounts and for appropriate costing, including costing of projects and grants.
- Payroll check files into the system to perform reconciliation and stale dating processes in the system.
- 4) Interface salary, benefit, and position information for budget preparation. The Government expects to perform all salary and position budgeting in the new budget module with data from HR/Payroll. After finalization of the budget, the budget system will update the HR/Payroll system.
- 5) Interface salary, benefit, and position information to the budget system to perform analysis, forecasting, reporting, and apply business intelligence tools in the system to HR/Payroll data.

C.8.2 Other Interfaces

See Attachment 9 (Interfaces). It is expected that all listed interfaces will be performed as part of the project. Costs and effort required to provide these interfaces as part of the project should be included in the proposal.

C.9 Data Conversion

For purposes of determining level of effort for data conversion, proposers should assume that the Government wishes to convert at least the following data indicated in the table below. See Attachment 8

C.10 Technical Standards

Current Technology Standards			
Computing Systems	Preference	Standard (Existing)	
Server Operating Systems	Windows	Windows	
Desktop Operating Systems	Windows 7	Windows XP	
Database Standards	SQL Server 2008	MS SQL Server (2000,2005, 2008)	
Hardware			

Current Technology Standards		
Computing Systems	Preference	Standard (Existing)
Desktop	Dell	Dell
Server	HP	IBM
Virtual Server	VMWare	VMWare (50% virtualized)
Storage	HP StorageWorks Fibre	HP StorageWorks Fibre
	Channel, iSCSI	Channel, iSCSI
Internet/Intranet		
Network Authentication	Microsoft Active Directory	Microsoft Active Directory
Email	Exchange 7.0	Exchange 7.0
Web Browser	IE8	IE8, IE7, Mozilla Firefox
Remote Access	Cisco VPN	Cisco VPN

Section D: Terms and Conditions

Below are standard contract terms and conditions that the Government expects to be part of an agreement with the finalist proposer(s). Please indicate your willingness to comply with each condition by noting any exceptions per the instructions in section B.11 of this RFP. Contract terms in the final agreement should include but will not be limited to those listed below.

D.1 Applicability

In accordance with Section A.6.10 the provisions of this RFP, including but not limited to these terms and conditions, shall be made part of each agreement resulting from this RFP ("Agreement") and shall control unless the Agreement expressly provides otherwise.

D.2 Payment Terms

Payment for the FMS system and for the implementation services rendered pursuant to any Agreement shall be made in amounts and at times set forth in the Agreement. A written agreement will be issued, and all invoices must reference the agreement number. Payment shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the Government. Prior to payment, the vendor must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses, as allowed in the Agreement and that are included in the invoice(s), must be supported with attached original billings for such expenses.

Implementation services will be paid on a not-to-exceed basis as described and only on a deliverable completion basis, meaning that the Government will pay only when the vendor has satisfactorily completed mutually agreed upon payment deliverables, as will be defined in the Statement of Work as part of the Agreement. In addition, the Government will apply a retention rate of fifteen percent (15%) to all service payments, with such retention being released on final acceptance of the entire system, which will be defined during the contract negotiation phase.

D.3 Retention

The Government will retain fifteen per cent (15%) of implementation fees billed at the completion of each milestone until Final Acceptance of the system.

D.4 Additional Users and Modules

The Government will require "price protection" for a minimum of two (2) years from the effective date of the software license for additional Government users and modules that are listed in the proposal but are not initially purchased.

D.5 Delivery of the Project Plan and Other Key Deliverables

A detailed project plan is to be delivered within a contractually specified timeframe after Agreement signing.

D.6 Services and Statement of Work

The Agreement shall include, in the Statement of Work ("SOW"), a detailed description of all work to be performed by the vendor for the Government.

Except as otherwise explicitly stated in the Agreement, the vendor will furnish all labor, materials, equipment, products, tools, transportation, and supplies required to complete the services. Any additional services not identified in the Agreement will be mutually agreed to in writing by each party through a change order process.

D.7 Key Personnel

The Government requires assurances as to the consistency and quality of vendor staffing for its project. Key points of the Government's key personnel provision include:

- **D.7.1** The Government shall have the ability to interview and approve key personnel proposed by the vendor.
- **D.7.2** The Government shall have the right to unilaterally dismiss key personnel from the project.
- **D.7.3** Vendor key personnel may not be removed from the project without the Government's approval.
- **D.7.4** Vendor must replace any departed key personnel with a temporary replacement within forty-eight (48) hours.
- **D.7.5** Vendor must provide a no-charge ramp-up period for any replacement key personnel. This ramp-up period shall be equal to eighty (80) hours for a replacement project manager and forty (40) hours for all other key personnel positions.

D.8 Status of Vendor

The vendor and its employees will be engaged in an independent contractor relationship with the Government in performing all work, duties, and obligations under the Agreement. The Government will not exercise any control or direction over the methods by which the vendor shall perform its work and functions. The Government's sole interest and responsibility is to ensure that the work covered by the Agreement is performed and rendered in a competent, satisfactory, and legal manner. No work, act, commission, or omission of the vendor or its employees pursuant to the Agreement shall be construed to make the vendor or its employees the agent, employee, or servant of the Government. The vendor and its employees will not be entitled to receive from Government vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability benefits, unemployment benefits, or any other employee benefit of any kind. Neither party will have any right, power, or authority to create any contract or obligation on behalf of, or binding upon, the other party without prior written consent of such other party.

D.9 Payment of Taxes

Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Government harmless from any liability which it may incur to the United States or to the State of STATE NAME as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Government is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Government with proof of payment of taxes on these earnings.

D.10 Records

Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and

records available to Government for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

D.11 Subcontracting

The vendor is prohibited from subcontracting the Agreement or any services provided pursuant to the Agreement without the consent of the Government.

D.12 No Third Party Beneficiary

The Agreement will create rights and duties only between the parties, and no third party has or shall have any rights as a third party beneficiary nor shall any third party have the right to enforce any of the provisions of the Agreement.

D.13 Documentation and Copyright

Collected data, analyses, any analytical processes, programs, and files developed as a contractual requirement are the sole property of the Government. Programs shall be completely documented, including the file layout of tapes, disks, and so on. The Government may, at its sole discretion, waive title to any portion or to all data and analyses. The Government has the sole right to copyright any process or program and may license its use by others for a fee or without charge.

D.14 Confidential Information

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

The vendor and its employees will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with Government approval, and only to the extent necessary to perform the work under the Agreement. This prohibition also applies to the vendor's employees, agents, and subcontractors. On termination of the Agreement, the vendor will promptly return any confidential information in its possession to the Government.

D.15 Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Government. Government shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Government all such documents, which have not already been provided to Government in such form or format, as Government deems appropriate. Such documents shall be and will remain the property of Government without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Government.

D.16 Conflict of Interest

Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in

any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by Government, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with Government disclosing Consultant's or such other person's financial interests.

D.17 Government Property

The use of Government property must be approved in advance by the Government's project manager. If the Government has agreed to provide Government owned property, the following special provisions shall apply:

- **D.17.1** The amount of Government property to be furnished to the vendor may be increased or decreased by written direction of the Government's project manager, and the contract price shall be adjusted to reflect the change pursuant to the stipulations of the "changes" article.
- **D.17.2** The vendor shall insure all Government property in its possession or control and shall be liable to the Government for the fair market value of any damage or loss to Government property, aside from that incurred by normal wear and tear. The vendor shall maintain the property in operating condition, with the cost being chargeable to the Agreement.
- **D.17.3** All Government property shall be returned promptly upon completion of the Agreement or otherwise disposed of, as directed in writing by the Government. All costs of shipment or disposal are the vendor's cost.
- **D.17.4** Unless specifically stated otherwise in writing, Government property may be used only for the performance of the Agreement.
- D.17.5 Title to all Government property shall remain in the hands of the Government at all times. Title to the property acquired by the vendor for use under the Agreement shall vest in the Government upon delivery to the vendor.
- **D.17.6** Any dispute concerning interpretation of the provisions of Agreement shall be subject to the stipulations of the "Disputes" article.

D.18 Intellectual Property Rights

The vendor will indemnify and hold harmless the Government from liability of any kind, including costs and expenses for or on account of any copyrighted service marked, trademarked, patented or un-patented invention, process, article, or work manufactured or used in the performance of the Agreement, including its use by the Government. If the vendor uses any design, device, materials, or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual property right, it is mutually agreed and understood without exception that the proposal and/or agreement prices will include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

D.19 Covenants Against Contingent Fees

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Government shall have the right to annul the Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

D.20 Changes

The Government's project manager may, at any time, by a written order and without notice to the insurers make changes within the general scope of the Agreement in any one or more of the following: a) specifications or statement of work and b) place of performance or delivery. If any such changes cause an increase or decrease in the cost or the time required for the performance of the Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made a) in the Agreement price or time of performance or both and b) in such other provisions of the Agreement as may be so affected; and the Agreement shall be modified in writing accordingly. Any claim by the vendor for adjustment under this provision must be asserted within 30 days from the date of receipt by the vendor of the notification of change, provided, however, that the Government's project manager decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the Agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" article. However, nothing in this provision shall excuse the vendor from proceeding with the Agreement as changed.

D.21 Insurance Coverage

As evidence of the insurance coverages required by this contract, the vendor shall furnish acceptable insurance certificates to the Government at the time which it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to Government acceptance and must have a rating of A- or higher by best. Copies of all applicable endorsements shall be provided. The vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

During the term of the Agreement, the vendor shall maintain in force at its own expense, each insurance coverage noted below:

- **D.21.1** Worker's compensation insurance which requires subject employers to provide workers' compensation coverage for all of their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- **D.21.2** General liability insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the Government, its officers, and employees are additional insureds but only with respect to the vendor's services to be provided under this Agreement; and
- **D.21.3** Automobile liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles.
- **D.21.4** Professional liability insurance with a combined single limit of not less than \$5,000,000 for each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two [2] years after the Agreement is completed.
- **D.21.5** There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the vendor or its insurer(s) to the Government.

D.22 Laws and Regulations

The vendor shall comply with all applicable laws, ordinances, and codes of the STATE and GOVERNMENT. It shall be the responsibility of the vendor to be knowledgeable of all federal, state, county, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances, and codes may lead to termination of the Agreement.

D.23 Disputes

In the event of any dispute between the parties arising from this RFP, the Agreement or the services provided thereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and those senior representatives shall use good faith efforts to resolve the dispute between them. If the senior representatives are unable to resolve the dispute, such dispute shall then be decided by litigation. The vendor and the Government shall make good faith efforts to resolve any and all disputes as quickly as possible.

The Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the STATE notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any cannon, custom, or rule of law requiring construction against the draftsman.

The proper jurisdiction and venue for any claims, causes of action or other proceedings concerning the Agreement shall be in the state and federal court located in the STATE and COUNTY. Each party agrees not to bring any action or proceeding arising out of or relating to the Agreement in any other jurisdiction or venue. Each party submits to personal jurisdiction in the STATE for the enforcement of the Agreement and hereby waives any and all personal rights under the law of any state to object to jurisdiction within the STATE for the purposes of any legal action or proceeding to enforce the Agreement, whether on grounds of inconvenient forum or otherwise.

If any legal action, including an action for declaratory relief or other legal proceeding, is brought to enforce or interpret the provisions of the Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

D.24 Indemnification Agreement

The vendor shall to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the Government its directors, officers, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses and reasonable attorney fees), and/or costs arising out of any of the following actual or alleged:

- D.24.1 Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work.
- **D.24.2** Violation of law, statute, ordinance, governmental administration order, rule or regulation by vendor in the performance of the work.
- **D.24.3** Liens, claims, or actions arising in whole or in part from any alleged actions or omissions of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work.
- **D.24.4** Violation of intellectual property rights of third parties, including copyright, patent, license agreements, or other claims of ownership and/or infringement made or alleged against the Government based on the use of the software and implementation services provided in the Agreement.
- **D.24.5** The Government reserves the right to retain its own attorneys in such an event, for which the vendor would reimburse the Government for reasonable attorney fees.
- D.24.6 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under workers' compensation acts; disability benefit acts; other employee benefit acts; or any statutory bar.

D.25 Third Party Intellectual Property

If the software program or any part of the materials installed by the vendor is held to infringe upon any third-party intellectual property rights, the vendor shall, at its sole expense, exercise commercially reasonable efforts to either: (a) procure for the right to continue using the same idea or process free of any liability for infringement or violation; or (b) replace or modify the same with non-infringing material of substantially equivalent functionality. In the event vendor is unable to implement one of the options set forth in subsection (a) or (b) above within sixty (60) days after the occurrence of any such claim, such failure shall be deemed an event of default under the Agreement.

D.26 Warranty

A warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

- D.26.1 The selected software vendor will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP and responded to with a positive response (anything except for "N") will become part of the selected vendor's software license and the software vendor will warrant to the requirements. The selected vendor must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional/technological requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all modules/suites/applications included in the implementation.
- D.26.2 The Government also requires a warranty from the implementation firm(s) for the services (e.g., work products, developed modifications, and system configuration) for a minimum of 24 months after the final acceptance date (as will be defined during the negotiation process) of the respective modules. The vendor and any implementation services firm must ensure that the implemented software conforms to the requirements with a positive response (any except for "N") and warranted by the software vendor.

D.27 Warranty Remedy

The Government requires that the ERP vendor commit to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the vendor will be requested to refund 1.5 times the full amount paid for the unusable software plus implementation costs.

D.28 System Acceptance

For purposes of acceptance of the system (or portions thereof), the Government intends to use a two-staged acceptance procedure. Key points include:

- **D.28.1** "Conditional Acceptance" will essentially occur at go-live. The Government will have up to forty-five (45) days to test the system ("pre-live testing") before going live.
- D.28.2 The Government will have a 90-day period after Conditional Acceptance to "live test" the system. Live testing is the Government's opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to the Government by the vendor during the course of the project.
- D.28.3 If, after the live testing, the system performs in accordance with the system specifications (including the design document and functional requirements), the Government will issue "Final Acceptance." The 90-day time frame for Final Acceptance restarts if problems are found in the live test. Specifically, the Government expects to document the date the problem is found and the date it is certified as fixed. The clock would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

D.29 Limitations on Liability

The cap on damages for any claim arising from an agreement between the parties will be set at an amount not to exceed twice the actual value of the fees paid for software and implementation services. Personal injury, property damage, and infringement claims will be exempt from this cap. Vendor agrees to hold the Government harmless from any and all damages.

D.30 Termination for Cause

The Government may issue a written notice to cure if the vendor fails to: (i) Maintain the staffing levels as outlined in the SOW, deliver the deliverables or perform the services within the time specified in the Agreement or any amendment thereto; (ii) Make progress, so that the lack of progress endangers performance of the Agreement or Implementation Services Agreement; or (iii) Perform or observe any of the other provisions of the Agreement. The Government may terminate the Agreement in whole or in part if the vendor does not cure such failure within the time frame stated in the Government's Notice to Cure, which in no event shall not be less than fifteen (15) days.

- D.30.1 Party Obligations. If the Agreement is terminated for cause, the Government may require the vendor to deliver to the Government, as directed by the Government, any: (i) completed deliverables; (ii) partially completed deliverables related to the terminated portion of the Agreement; and (iii) any plans, working papers, forms, documentation formats, etc. necessary for understanding of the deliverables of services. Upon direction of the Government, the vendor shall also protect and preserve property in its possession in which the Government has an interest. The Government shall pay Agreement prices for completed deliverables delivered and accepted. The Government may withhold from these amounts any sum it determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.
- **D.30.2 Remedies.** The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under the Agreement. If, after termination, it is determined by a final ruling in accordance with the "Disputes" clause that the <u>vendor</u> was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

D.31 Termination for Convenience.

The Agreement may be terminated in whole or in part, by the Government whenever it is determined that such termination is in the best interest of the Government, which termination shall be effective at 11:59 p.m. on the intended date of termination (the "Termination Date"), after the Government shall have delivered to the vendor a notice specifying the extent to which provision of services under the Agreement or Implementation Services Agreement are terminated ("Notice of Termination for Convenience"), and the date upon which such termination will become effective.

- D.31.1 After receipt of a Notice of Termination for Convenience, and except as directed by the Government, the vendor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The vendor shall: (i) Stop work as specified in the Notice of Termination for Convenience; and (ii) Place no further subcontracts for materials, Services, or facilities, except as necessary to complete any continuing portion of the Agreement; and (iii) Terminate all subcontracts to the extent they relate to the work terminated; and (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- **D.31.2** In the event of all or any partial termination of the Agreement under this section, as its sole remedy, the vendor shall be entitled to the unpaid compensation for services actually rendered up to and including the applicable termination date, on a time and materials basis, at an hourly rate not to exceed the rate set forth in the Agreement, for each of the vendor's personnel that performed the unpaid services in connection with the deliverables that were delivered and the

tasks that were performed under the SOW. The Government shall retain and pay at contracted price for all deliverables in its possession at the time of termination for convenience.

D.31.3 The Government shall also return any sums held back as retainage from the compensation previously paid to the vendor within thirty (30) days of the termination date. If within sixty (60) days following the Termination Date, the parties have not agreed upon the amount of Services rendered as of the Termination Date or the amount of such additional payments, then the issue will be treated as a dispute under the Agreement.

D.32 Non-appropriation of Funds

The complete installation of the FMS is contingent on budgetary funding from the annual Government budget. Funding may be allocated in phases over several fiscal years. In the event sufficient funds are not appropriated for the payments required to be made under the Agreement in future fiscal years, then the Government at its sole discretion may terminate the Agreement at the end of the then current fiscal year, as the case may be, without penalty or additional expense of any kind whatsoever. If non-appropriation occurs, the Government agrees to deliver written notice to the vendor of such early termination at least 30 days prior to the end of the then current fiscal year.

D.32.1 Notwithstanding anything in the Agreement to the contrary, this Non-appropriation provision shall survive termination of the Agreement.

D.33 Assignment

The vendor may not reassign any award made as the result of this RFP, without prior written consent from the Government, whose sole discretion may not be challenged or disputed.

D.34 Nondiscrimination

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

Section E: Attachments

E.1 Attachment 1 (RFP Submittal Checklist)

Submittal Checklist	
Task	Submitted
Introductory Material (Title Page, Letter of Transmittal,	
and Table of Contents)	
Executive Summary	
Scope of Services	
Attachment 8 (Conversions)	
Attachment 9 (Interfaces)	
Company Background	
Attachment 10(Company Background)	
Financial Statements	
Proposed Application Software and Computing	
Environment	
Attachment 13 (Alternative Delivery)	
Attachment 12 (Technical Specifications)	
Functional Requirements	
Attachment 5 (Functional Requirements)	
Implementation Plan	
Attachment 7 (Staffing)	
Training Plan	
Maintenance and Support Program	
Attachment 11 (Maintenance and Support)	
Essay Responses	
Client References	
Attachment 2 (Software Reference Form)	
Attachment 3 (Implementation Services Reference Form)	
Attachment 4 (Third Party Reference Form)	
Exceptions to the RFP	
Sample Documents	
Required Attachments	
Attachment 1(Submittal Checklist)	
Cost -TO BE SUBMITTED UNDER SEPARATE COVER	
Attachment 6 (Cost)	

E.2 Attachment 2 (Software Reference Form)

Please provide at five (5) public sector references for the software that most closely reflect consulting projects that are similar to the Government's scope of work These references should be sites where the proposed software was installed and has been FULLY IMPLEMENTED and is "live." Please use the following format in submitting references.

Name of Client:		
Project Manager/Contact:	Title:	
Phone:	E-mail:	
Software Program/Version:		
Number of Employees:	Size of Operating Budget:	
PROJECT SCOPE		
Please indicate (by checking both General Ledger Accounts Payable Accounts Receivable Project Accounting Grant Accounting	Purchasing Fixed Assets Inventory Work Orders	
TECHNOLOGY INFORMA	TION	
Hardware Platform: Database Platform:	No If yes, hosting provider	
OTHER INFORMATION		
Date of initial go-live: Current version: Date of go-live for current vers	tion:	

E.3 Attachment 3 (Implementation Services Reference Form)

Please provide at least five (5) references for implementation services that most closely reflect consulting projects that are similar to the Government's scope of work. These references should be sites where the proposed software was installed and has been FULLY IMPLEMENTED and is "live." Please use the following format in submitting references.

Name of Client	
Name of Client:	
Project Manager/Contact:	
	E-mail:
Summary of Project:	
Number of Employees:	Size of Operating Budget:
	roject Duration (months):
PROJECT SCOPE	
Please indicate (by checking box) for General Ledger Accounts Payable Accounts Receivable Project Accounting Grant Accounting	Purchasing Fixed Assets Inventory Work Orders
PROJECT ROLES	
Please indicate (by checking box) Served as prime implementation firm Served as sub to different firm	Prime implementer
Please indicate (by checking box) New installation of software	
Upgrade Upgrade	Old version
Ордиме	
TECHNOLOGY INFORMATIO	N
Hosted using ASP? Yes Hardware Platform: Database Platform: Operating System:	No If yes, hosting provider

E.4 Attachment 4 (Third-Party Reference Form / Hosting Partner)

Please provide at least five (5) references that most closely reflect consulting projects that are similar to the Government's scope of work. These references should be sites where the proposed software was installed and has been FULLY IMPLEMENTED and is "live." Please use the following format in submitting references.

GENERAL BACKGROUND		
Name of Client:		
Address:		
Project Manager/Contact:	Title:	
Phone:	E-mail:	
Summary of Project:		
Number of Employees:	Size of Operating Budget:	
	_Project Duration (months):	
PROJECT ROLE / RESPONDE Please indicate the role/responsi		
Trease indicate the Fole/Tesponsi	ionity neta for the project.	
OTHER FIRMS Please list other firms working of	n this project	
Primary Software Firm	Software product/ version	
Other Firms Providing Products		
Firm:	Role:	

E.5 Attachment 5 (Functional Requirements)

(See Separate Excel Spreadsheet)

E.6 Attachment 6 (Cost)

(See Separate Excel Spreadsheet)

E.7 Attachment 7 (Staffing)

(See Separate Excel Spreadsheet)

E.8 Attachment 8 (Conversions)

(See Separate Excel Spreadsheet)

E.9 Attachment 9 (Interfaces)

(See Separate Excel Spreadsheet)

E.10 Attachment 10 (Company Background)

Complete one form for each software vendor, implementation services firm, and third-party vendor identified in your proposal.

Company Background	
Company Name:	
Location:	
Location of corporate headquarters:	
Location of nearest office/location to the	
Government:	
Proposer Experience	
# of years in business:	
# of years providing systems/services to public sector:	
Customer Base:	
# of public sector clients	
# of local government clients	
# of public sector clients in STATE	
Market Focus:	
Identify other industries serviced	
User Group:	
Identify national and regional user groups	
Explain the purpose and function of user groups	
Identify if there is an annual or biannual user	
conference	
Identify next planned national conference (location and date)	
Organization Characteristics:	
Number of Employees: If Proposer is a	
subsidiary, identify # of employees in proposing	
company/division	
Total Revenue: If Proposer is a subsidiary,	
identify revenues of proposing company/division	
Ownership: Privately held? Publicly traded?	
Parent Company?	

E.11 Attachment 11 (Maintenance and Support)

Proposed Maintenance and Support	
Post-implementation Support:	
Days of on-site support after go-live	
Other on-site support after go-live (month end,	
quarter end, year end, open enrollment, etc.)	
Support Options:	
Support Packages Offered (Bronze, Silver, Gold, etc.)	
Support Package Proposed	
Other Support:	
Remote desktop support	
Additional on-site support	
Telephone Support:	
Hours available (and time zone)	
Problem Reporting and Resolution Procedures	
Response time for various levels of severity	
User Groups:	
Local User Group	
User Group Members (number)	
Third Parties:	
Support provided for third party products?	
Upgrades/Patches:	
Upgrade Frequency (major and minor releases)	
How are upgrades delivered?	
Are upgrades required?	
How many versions are currently supported?	

E.12 Attachment 12 (Technical Specifications)

Technical Specifications	
Technology Architecture	
Is the system available to be hosted by the	Yes/No
Government?	
Platforms supported	
Optimal and minimum network requirements	
•	
Optimal and minimum database requirements	
•	
Optimal and minimum server requirements	
•	
Optimal and minimum desktop (client)	
requirements	
*	
Is content delivered through a web browser (which	
browsers supported?)	
,	
Administration Toolsets/Skills	
What application toolsets are included in software	
What programming languages and skills required to	
maintain software	
What tools are available to customize/modify	
software and database (example: add fields, change	
forms)	
,	
Security	
What security tools are provided in software?	
How is security profile defined?	
The state of the s	
Does system support active directory?	
2 cos system support non-re uncottory.	
Does system support single sign on?	
2 ces system support single sign cut	
Workflow	
Does system have workflow tools?	
Boos system have worknow tools.	
Can workflow rules be applied to proposed third	
party solutions?	
party solutions:	
Network Bandwidth	
NELWOIK Danuwiulii	

What are bandwidth requirements?	

E.13 Attachment 13 (Alternative Delivery Options)

*Attach additional pages if necessary

Attach additional pages if necessary	
Alternative Delivery Options	
Options	
Is system available through ASP model	Yes/No
(Government owns license)	
Is the system available through SaaS model	Yes/No
(Government pays monthly service fee)	
Where is the data center and disaster recovery data	
center located?	
Contract	
Describe any minimum contract periods (example: Minimum of 5 year)	
After contract period, is it possible to transition to	
self-hosted model? Describe what is required for	
transition and cost	
Proposed Services	
Number of users	
Number of database instances (please list)	
Describe proposed disaster recovery services	
Describe proposed application availability service	
level	
Security	
Describe security including firewalls,	
authentication, and architecture of data center	
Describe network level security	
Describe physical security of data center	
Describe data center security policies including	
background checks on employees and other	
measures to protect confidentiality and sensitivity of Government's data	
Support	
Describe operations support	
Describe back up procedures and testing of back	
ups and other quality assurance processes to ensure	
the back up is working correctly.	
Describe process for installing patches and updates	
Describe process for roll-back of patches and	
updates if major functionality is broken as a result	
of the patch and/or update	