**Town of Winterville, NC**

**REQUEST FOR PROPOSALS**

**RFP 2019-1**

**Enterprise Resource Planning (ERP) System and Implementation Services**

**Issue Date: July 26, 2019**



**Issued By:**

**Finance Department**

**2571 Railroad Street**

**Winterville, NC 28590**

**Phone: (252) 215-2454**

[**www.wintervillenc.com**](http://www.cityofmyrtlebeach.com)

**Table of Contents**

[Section A: Introduction and Project Background 6](#_Toc14943352)

[A.1 Purpose of RFP 6](#_Toc14943353)

[A.2 About Winterville 6](#_Toc14943354)

[A.3 Project Background 7](#_Toc14943355)

[A.4 Project Organization 10](#_Toc14943356)

[A.5 Evaluation Timeline and Process 12](#_Toc14943357)

[A.6 Evaluation Criteria 13](#_Toc14943358)

[A.7 Contract Award and Execution 14](#_Toc14943359)

[Section B: Detailed Proposal Submission Requirements 15](#_Toc14943360)

[B.1 Format of Electronic Submission 15](#_Toc14943361)

[B.2 Organization of the Proposal 15](#_Toc14943362)

[Section C: Scope of Project 23](#_Toc14943363)

[C.1 Project Scope 23](#_Toc14943364)

[C.2 Transaction Count Sampling 26](#_Toc14943365)

[C.3 Implementation Deliverables 26](#_Toc14943366)

[C.4 Software as a Service and/or Hosting Services 27](#_Toc14943367)

[C.5 Target Implementation Timeframes 27](#_Toc14943368)

[C.6 Project Staffing 28](#_Toc14943369)

[C.7 Project Organization 28](#_Toc14943370)

[C.8 Statement of Work 29](#_Toc14943371)

[C.9 Number of Users 30](#_Toc14943372)

[C.10 Interfaces 30](#_Toc14943373)

[C.11 Data Conversion 30](#_Toc14943374)

[C.12 Current Applications 31](#_Toc14943375)

[Section D: Contract Terms and Conditions 32](#_Toc14943376)

[D.1 Authority.. 32](#_Toc14943377)

[D.2 Requirements for Written Documents 32](#_Toc14943378)

[D.3 Tax Information 33](#_Toc14943379)

[D.4 Changes in Specifications 33](#_Toc14943380)

[D.5 Modifications 34](#_Toc14943381)

[D.6 Award Criteria/Timeline 34](#_Toc14943382)

[D.7 Key Personnel 34](#_Toc14943383)

[D.8 Implied and Express Warranty 35](#_Toc14943384)

[D.9 Express Warranty Remedy 35](#_Toc14943385)

[D.10 System Acceptance 35](#_Toc14943386)

[D.11 Milestones 35](#_Toc14943387)

[D.12 Additional Modules 35](#_Toc14943388)

[D.13 Restrictions of Growth 36](#_Toc14943389)

[D.14 Intellectual Property Rights 36](#_Toc14943390)

[D.15 Legal Action 36](#_Toc14943391)

[D.16 Indemnification 36](#_Toc14943392)

[D.17 Proposal Rejection/Withdrawal 37](#_Toc14943393)

[D.18 Protests.. 38](#_Toc14943394)

[D.19 Town Reserved Rights 39](#_Toc14943395)

[D.20 Failure to Enforce 40](#_Toc14943396)

[D.21 Non-appropriation of Funds 40](#_Toc14943397)

[D.22 ADA Compliance 41](#_Toc14943398)

[D.23 Federal and State Laws 41](#_Toc14943399)

[D.24 Insurance Requirements 42](#_Toc14943400)

[D.25 Representation 44](#_Toc14943401)

[D.26 Offeror Responsibilities 44](#_Toc14943402)

[D.27 Non-Collusion 45](#_Toc14943403)

[D.28 Compliance 46](#_Toc14943404)

[Section E: Attachments 47](#_Toc14943405)

[Attachment 1 (RFP Submittal Checklist) 47](#_Toc14943406)

[Attachment 2 (Signature Page) 48](#_Toc14943407)

[Attachment 3 (Offeror Statement) 50](#_Toc14943408)

[Attachment 4 (Scope of Proposal) 51](#_Toc14943409)

[Attachment 5 (Company Information) 52](#_Toc14943410)

[Attachment 6 (Customer Reference Form) 53](#_Toc14943411)

[Attachment 7 (Information Technology Requirements and Information Requests) 55](#_Toc14943412)

[Attachment 8 (Maintenance and Support) 60](#_Toc14943413)

[Attachment 9 (Staffing) 61](#_Toc14943414)

[Attachment 10 (Functional Requirements) 61](#_Toc14943415)

[Attachment 11 (Cost) 61](#_Toc14943416)

[Attachment 12 (Data Conversion) 61](#_Toc14943417)

[Attachment 13 (Interface Requirements) 61](#_Toc14943418)

[Attachment 14 (Certificate of Insurance) 61](#_Toc14943419)

REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Offerors for an Enterprise Resource Planning (ERP) software that meets the requirements identified in this RFP, for the Town of Winterville (the Town), in the State of North Carolina.

* The Town requires that any proposal submitted include not just the cost of software licenses, but also the professional services recommended to implement the solution.
* ERP software Offerors offering hosted services and / or software as a service (SaaS) solutions are encouraged to submit proposals. Proposals may include information and pricing for both on premise and cloud and/or off-premise-hosting solution options.

Offerors may submit multiple proposals with varying partners, however if doing so, the Offeror should clearly describe the roles and responsibilities of each Offeror, both as related to software, implementation activities and to post-implementation support. The Town may award contracts pursuant to this RFP to multiple Offerors.

**NOTE**:  *The Town encourages proposals from Minority Business Enterprises (MBE’s) and Woman Business Enterprises (WBE’s) for this contract.  The Town will not discriminate against any individual or company on the grounds of race, color, sex, physical disabilities or challenges or national origin in the process section.*

**Inquiries about this RFP**

All inquiries regarding this RFP shall be submitted via email to the Town of Winterville’s designated representative, Anthony Bowers, at anthony.bowers@wintervillenc.com on or before 5:00 p.m. August 16, 2019. A response from the Town to all inquiries shall be issued on an amendment, if applicable, no later than August 23, 2019.

**Submittal Instructions**

Sealed written proposals shall be received no later than 2:00 p.m., EDT, on September 6, 2019, in the Finance Department, 2571 Railroad Street Winterville, NC 28590 (See section B.2 Organization of the Proposal, page 16).

* Submittal package shall include the following:
  + One original proposal
  + One copy of proposal
  + Two (2) electronic copies of proposal in PDF format on 2 different flash drives. Attachments 9-13 are required in Excel format. (See section B.1 Format of Electronic Submission).
* Use [Attachment 1 Submittal Checklist](#_E.1_Attachment_1) to ensure that all required documents, forms, and attachments have been completed and submitted as instructed.

Proposals that are incomplete (not including all required attachments) may be considered non-responsive (see paragraph D.2.2 Non-Responsive Proposals). Submitting a proposal on-time is fully the responsibility of the Offeror(s).

**SUMMARY TERMS AND CONDITIONS**

1. Offerors are expected to examine the specifications, schedule of delivery, and all instructions. Failure to do so will be at the Offeror’s risk.
2. The Contract/Purchase Order will be awarded to that responsible Offeror whose submittal, conforming to the Request for Proposals, will be most advantageous to Town of Winterville, price and other factors considered.
3. The Town reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the Town to do so.
4. Proposals shall be submitted no later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel.
5. Sole responsibility rests with the Offeror to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time may be returned to the Offeror.
6. Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**
7. All costs associated with proposal preparation and attendance of any mandatory meetings shall be borne by the Offeror.
8. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and Offeror shall not rely upon such interpretations, corrections and changes.
9. The Town reserves the right to change the schedule or issue amendments to the RFP at any time. The Town also reserves the right to cancel or reissue this RFP at any time.

# Introduction and Project Background

## Purpose of RFP

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Offerors for an Enterprise Resource Planning (ERP) software solution that meets the requirements identified in this RFP, for the Town of Winterville, in the State of North Carolina.

* The Town requires that any proposal submitted include the professional services recommended to implement the solution.
* ERP software Offerors offering hosted services and / or software as a service (SaaS) solutions are encouraged to submit proposals. Proposals may include information and pricing for both on premise and cloud and/or off-premise-hosting solution options.

Offerors may submit multiple-Offeror proposals, however if doing so, the Offeror should clearly describe the roles and responsibilities of each Offeror, both as related to implementation activities and to post-implementation support. The Town may award this RFP to multiple Offerors.

## About Winterville

A town is about its people. In 1880, Amos Graves (A.G.) Cox brought his new bride to a log cabin near what is now the road to Renston. He began clearing land and eventually built their home and a store there. Like most of his neighbors, Mr. A.G. was a cotton farmer. Earlier, his father, John C. Cox, had invented a cotton planter, which Mr. A.G. improved and began to manufacture in a shop next to his store. The planters were soon in great demand and several hundred were shipped by steamboat into the deep South each year.

In 1887, Mr. A.G. bought seventy-five acres from two men, Godfrey Mills and Arden Dawson, who were moving to Arkansas. Three years later when Atlantic Coastline Railroad laid track near the property, Mr. A.G. contracted to supply fuel for the wood-burning engines. He kept the wood rack filled with wood and was permitted to load freight while the train stopped for fueling. Eventually, the wood rack become a station with an agent and a depot.

When Mr. A.G. moved his factory closer to the railroad in 1894, his company was making carts, wagons, fertilizer distributors, school desks, tobacco trucks, washboards and, of course, coffins.

By this time, the community had a post office and a name selected from a list of Mr. A.G.’s business contacts, and, on March 3, 1897, the Town of Winterville was incorporated.

The town was unique in several ways. It was the “highest point in the county,” which perhaps means it is a little closer to heaven, and was also known for its excellent mineral water, “good for one’s indigestion, dyspepsia, and kidney trouble.”

When the town's physician, Dr. Thaddeus Cox, moved into town in 1899, he and Mr. A.G. became close friends and worked together to make Winterville a good place to live. Once when Mr. A.G. was sick in bed, Dr. Cox came on a house call. Entering his patient’s room, he said, “Why, Amos, you don’t look sick,” to which Mr. A.G. replied, “Well, Thaddeus, it’s not my face that hurts.”

The town founders seem to have had a special interest in protecting the health of Winterville’s residents because the charter forbade the manufacture or sale of liquor. Mr. A.G. even had a clause in deeds for his land prohibiting the sales of spirits on the property for ninety-nine years.

In 1906, the Bank of Winterville was organized with only five thousand dollars in capital stock. In its early days, the bank’s daily business amounted to about $1,000, but, during the Depression, it was one of the few banks in North Carolina with enough customer confidence to remain open.

In 1920, the Cox Manufacturing Company brought a dynamo for business use but sold electric to Winterville households. Electritown was available in the evenings when families rushed to do their ironing and children did their homework as quickly as possible. Charges were based on the number of light bulbs in use, so some families carried their one bulb from room to room. The size was limited to twenty-five watts.

The availability of electrical current gave Winterville the distinction of being the first town in Pitt County to have electric lights which naturally spurred the growth of industry. Among the first companies were the Winterville Cotton Oil Company, a cigar factory, an automobile dealership selling the Reo, a buggy company and Mrs. Braxton’s Millinery Shop. Dr. Cox added to his office a drug store which became a popular gathering place. Later came other businesses, including Beddard’s Store, Weatherington’s Market, The Dixie Queen, A.W. Ange and Company, and Queenie’s Beauty Shop.

The original Winterville High School, a boarding school built on land provided by Mr. A.G. and Dr. Cox was the first high school in the area and provided education for eastern North Carolina students in an effort “to avoid as far as possible the vices and temptations of the larger cities.” The town already had a two-teacher elementary school called Winterville Academy built by Miss. Nannie Cox and located where the post office building stands today.

Robinson Union School dates from 1900 when one teacher taught all the grades. By 1912, Henry Jackson, along with other prominent members of the black community, had raised enough money to open a three-room school. By 1963, under the dedicated leadership of J.W. Maye, the school had grown to five buildings and a graduating class of one hundred. With integration, the school became the W.H. Robinson Elementary School serving all the children of our community.

The town's largest employer is The Robert's Company. The current population of 9,339 is growing at a rate of approximately 150 new residents per year. However, through growth spurred by crowding of neighboring communities, projections showing the town at least doubling in size over the next decade.

## Project Background

The Town’s current financial system is Sunguard Community Plus and Finance Plus. Winterville implemented Community Plus V.8.1 and Finance Plus V. 4.3 in 2011, and like many other public sector organizations, the system has been heavily customized to meet the needs of the organization. The Town also uses Executime for timekeeping, BNA for fixed assets and Active Net for recreation activities.

It’s current ERP functionality, while satisfactory in the present system, is at its useful life and the Town desires to provide more functionality to its staff as well as to its customers than currently provided. The Town’s business processes frequently rely on manual, and often redundant, work-arounds to meet increasingly complex processing and customer needs and expectations.

The Town of Winterville engaged the Government Finance Officers Association (GFOA) for consulting services to assess its processes and identify future state process improvements and requirements. GFOA has also assisted the Town with planning and readiness activities related to ERP software acquisition and implementation.

As a part of the process review and readiness activities, the Town identified process specific teams (process improvement teams aka “PIT” crews) that are dedicated to reviewing, documenting, and developing future and improved business processes. These teams have been tasked to also review existing policies and procedures, and where appropriate, recommend changes in advance of the implementation. The teams have been enthusiastic, dedicated, and are preparing themselves for the ERP software acquisition and implementation.

The number of users currently accessing each application is as follows (user counts include transaction entry and report-only users, and includes users who access one or more of the applications):

|  |  |
| --- | --- |
| **Application** | **Approx. User Count** |
| Cash Receipts | 7 |
| Finance | 25 |
| Taxes | 7 |

Functional requirements presented in this RFP represent the following scope:

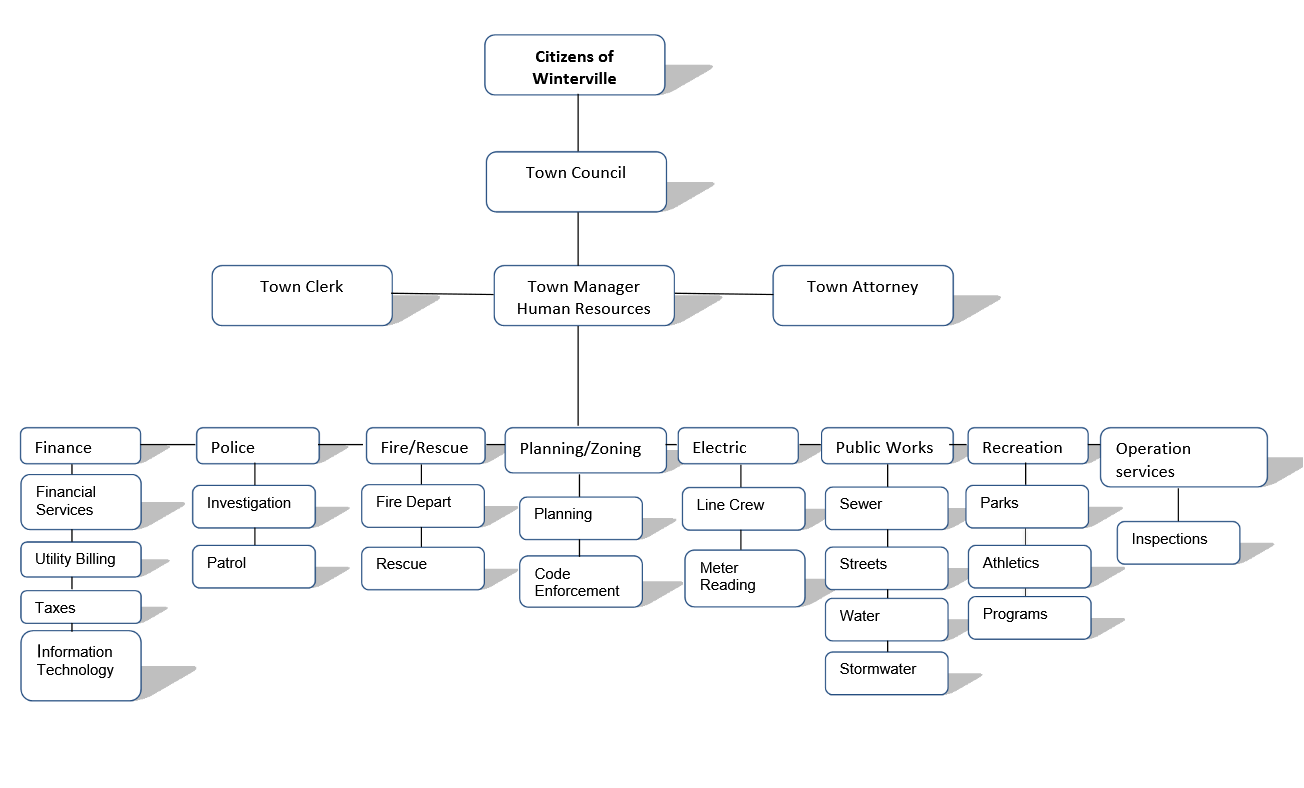
1. General Ledger and Financial Reporting
2. Project & Grant Financial Management
3. Procurement
4. Accounts Payable
5. Accounts Receivable and Collections
6. Treasury
7. Budgeting and Forecasting
8. Capital Asset Financial Management
9. Inventory Management
10. Human Resources
11. Payroll
12. Time Entry
13. Tax Administration
14. Utility Billing (optional but desired)
15. Community Development (optional but desired)

The Town has identified the following goals and project successes for the implementation:

* Improved chart of accounts to allow improved financial reporting and management
* Utilize system for grant and project tracking and management
* Integration with non-core financial systems expected to remain in use
* Improved customer (internal, external) service with self-service capabilities (vendor, resident bill payments)
* Ability to create and maintain electronic employee personnel records

## Project Organization

The following is an illustration of the Town’s organization structure:



The project has established executive sponsorship and a governance structure, project charter, and project goals that will guide decision making throughout the project. The project has induced collaboration between cross-organizational management and end-users, and expects that this project will result in a system that meets the Town’s needs and greatly reduces the number of offline tools and spreadsheets in use today.

The following is an illustration of the project’s organizational structure:



## Evaluation Timeline and Process

An approximate schedule for proposal evaluation and Offeror selection is summarized in the following table. The Town reserves the right, at its sole discretion, to adjust the schedule as it deems necessary. Notification of any adjustment to the RFP schedule will be posted on the Town’s website ([www.wintervillenc.com](http://www.wintervillenc.com)) as an addendum to the RFP.

|  |  |
| --- | --- |
| **Milestone** | **Due Date(s)** |
| 1. RFP released | July 26 |
| 1. Advanced pre-proposal questions | August 15 |
| 1. Town hosts pre-proposal meeting | August 16 |
| 1. Question submission period closed | August 22 |
| 1. Town responses to RFP questions released (issued as RFP Addendum) | August 23 |
| 1. Proposals due to Town | September 6 |
| 1. Proposal Evaluation Period Ends | October 3 |
| 1. Town notifies Offerors regarding selection for software demonstrations and implementation presentations/interviews | October 4 |
| 1. Software demonstrations and implementation presentations | October 15 – November 7 |
| 1. Town notifies Offerors of elevation to Discovery sessions | November 11 |
| 1. Town and Offerors conduct Discovery sessions (Includes Interviews and Reference checks) | November 18 - 21 |
| 1. Negotiations and Selection of Finalists | December |
| 1. Award and Contracting | January, 2020 |

* **Pre-Proposal Conference:** A pre-proposal conference has been scheduled for August 16, 2019 at **1:00 PM (EDT)** at Town Hall located at 2571 Railroad Street, Winterville, NC.
* Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested Offerors are highly encouraged to attend either in person or by phone. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.
* While attendance is not mandatory, registration is recommended to attend or participate in the pre-proposal conference. Contact Anthony Bowers, at [anthony.bowers@wintervillenc.com](mailto:anthony.bowers@wintervillenc.com), to register and receive the conference call dial-in information.
* Offerors can submit questions in advance of the pre-proposal conference. Advance questions are due August 15 , 2019, at 2:00 PM (EDT) via email to [anthony.bowers@wintervillenc.com](mailto:anthony.bowers@wintervillenc.com).
* Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP and posted on the Town website under Offeror registry.
* A list of attendees will be posted following the meeting as an addendum.

### **Demonstrations & Interview:** Software demonstrations, implementation presentations and interviews will be held on-site at the Town’s offices and should cover all functional areas proposed in the Offeror’s proposal. The Town expects to elevate up to three (3) Offerors for demonstrations. Demonstrations will include both presentations on software and implementation services. We highly recommend that key members of the Offeror’s implementation staff proposed for this project be present at the demonstration and lead presentations.

* To avoid unnecessary delays, the Town expects that Offerors will be available for software demonstrations and on-site Discovery sessions on the dates identified in the preceding timeline.
* Please identify any potential issues or schedule conflicts with these timeframes using [Attachment 2 (Signature Page)](#_E.2_Attachment_2).
* Offerors that cannot demonstrate their software during the dates identified by the Town may be eliminated from further consideration.
* The agenda and software demonstration scripts will be distributed to Offerors that have been elevated for software demonstrations in advance of the demonstrations (two weeks prior). Software demonstrations will also include a discussion on implementation approach and recommendations.

### **Discovery sessions:** After software demonstrations, the Town expects up to elevate up to two (2) Offerors to additional Discovery sessions. Discovery sessions will consist of an additional on-site meeting to focus on implementation specifics such as implementation approach, proposed timeline, key resources, interfaces, etc.

* Each Offeror elevated to discovery will receive a Request for Clarification (RFC) letter that will ask to clarify any parts of the initial proposal. In addition, the RFC letter will identify a schedule for the on-site Discovery session.
* It is the expectation of the Town that all key Offeror project team members will be available and participate for the on-site Discovery sessions.

Offerors not elevated initially to demonstrations or Discovery may be elevated at a later date at the Town’s prerogative.

## Evaluation Criteria

The Town’s evaluation team will consider how well the Offeror’s software and services meet the needs of the Town of Winterville as described in the Offeror’s proposal response. Evaluation will be conducted in three stages: Written Proposal, Software Demonstration, and Discovery.

### **Written Proposal Evaluation**

The following elements will be the primary considerations in evaluating written proposals (in no particular order:

1. Implementation Methodology and Approach
2. Ability to Meet System Requirements
3. Qualifications and Experience
4. Compatibility with Winterville’s Terms and Conditions
5. Cost

### **Software Demonstration Evaluation**

The following elements will be the primary considerations in evaluating software demonstrations:

1. Functional and Technical Software Demonstrations
2. Implementation Interview (Methodology, Strategy, Business Process Improvement, and Plan)
3. Qualifications & Experience
4. Overall System Features (Workflow, ease of use, reporting, self-service, etc.)
5. Cost

### **Discovery Evaluation**

The following elements will be the primary considerations in evaluating discovery:

1. Implementation Interview (Methodology, Strategy, Process Improvement, and Plan)
2. Project Team Experience / Knowledge
3. Cost (project and on-going)
4. Compliance with Terms & Conditions
5. Formal responses to Request for Clarification (RFC)
6. Software Functionality

The Town’s evaluation team will make recommendations to be approved by the project’s Steering Team and Executive Sponsor to elevate proposals for software demonstrations, discovery, and a final award.

## Contract Award and Execution

The Town reserves the right to make an award without further discussion with Offerors of any proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Offerors can offer. It is understood that the proposal will become a part of the official file on this matter without any obligation to the Town.

The Vendor selected as the successful Offeror will be expected to enter into a contract with the Town. If the selected Offeror and the Town fail to negotiate a successful contract, the Town may elect to stop negotiations and award the contract to the next-highest-ranked Offeror to begin negotiations on a contract. However, at any time, the Town may cancel the RFP and subsequent negotiations.

# Detailed Proposal Submission Requirements

So that proposals can be evaluated efficiently, Offerors must assemble their submissions in adherence to the submittal requirements defined in this section. Proposals should be prepared as simply and direct as possible and provide a 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. Offerors should keep in mind that Town staff have potentially several responses to review and, therefore, will appreciate focused submissions.

## Format of Electronic Submission

Organize proposals in separate sections with labels that correspond to those described in the following section B.2, Organization of the Proposal. **If you have any submission format questions, please email** [**t**](mailto:t)**he Finance Director, Anthony Bowers, at anthony.bowers@wintervillenc.com.**

* Number each page of your submission consecutively.
* In addition to the original and one copy of the proposal, provide two (2) electronic copies of proposal on flash drives (please utilize two, separate flash drives).
* Blank versions of the necessary attachments to proposals are provided. Attachments one through eight are provided at the end of this RFP. Attachments nine through thirteen are attached as separate files.
* Please submit the Attachments referenced in the following table in the required file format indicated here. Attachments not listed in the table below may be supplied in either the original file format or PDF.

|  |  |
| --- | --- |
| **Attachment/Document** | **Required File Format** |
| Sample agreements | Microsoft Word (.doc or .docx), PDF |
| RFP Attachment 9 (Staffing) | Microsoft Excel (.xls or .xlsx) |
| RFP Attachment 10 (Functional Requirements) | Microsoft Excel (.xls or .xlsx) |
| RFP Attachment 11 (Cost) | Microsoft Excel (.xls or .xlsx) |
| [Attachment 12 (Data Conversions)](#_Toc240342002) | Microsoft Excel (.xls or .xlsx) |
| [Attachment 13 (Interface Requirements)](#_E.13_Attachment_13) | Microsoft Excel (.xls or .xlsx) |
| [Attachment 14 (Please attach Certificate of Insurance)](#_E.14_Attachment_14) | Microsoft Word (.doc or .docx), PDF |

## Organization of the Proposal

Please organize your proposal as described in this section, labeling each section with the description provided here.

### **Title Page**

* Title page (aka, name of the section)
* Town of Winterville RFP Number
* Offeror/Vendor name, address, telephone number and email. If software and implementing vendors are different, please state as: “Implementing Vendor” name and “Software Vendor” name
* Offeror’s proposal contact name, signature, title, email and date

### **Section 1.0 Executive Summary and Offeror Submission Materials**

The executive summary should be a brief narrative (less than three pages) summarizing the proposal and providing a general overview of the company. Highlight the reasons your product, services and company are best suited to meet the Town’s needs.

In this section, also include the Offeror Submission Materials which includes the following completed information or forms:

### Attachment 1 (RFP Submittal Checklist)

### [Attachment 2 (Signature Page)](#_E.2_Attachment_2)

### [Attachment 3 (Offeror Statement)](#_Toc473194914)

### [Attachment 14 (Certification of Insurance)](#_E.14_Attachment_14)

Please ensure attachments are submitted and completed properly. Incomplete or erroneous submissions may be evaluated as non-responsive to this RFP.

### **Section 2.0 Scope of Services**

This section of the proposal should include a discussion of the Offeror’s overall understanding of the project and the scope of work proposed including the following:

* Complete and submit Attachment 4 (Scope of Proposal)
* For each firm identified on the Attachment 4 (Scope of Proposal), explain and complete:
  + Attachment 5 (Company Information)
  + Attachment 6 (Customer Reference Form)

Provide an overview of all products and services proposed in response to the Town’s RFP, clearly describing how the proposed solution will accomplish the Town’s goals.

List and briefly describe proposed solution components/modules, services and technical environment proposed (e.g., SaaS, managed services, etc.).

* The solution components described should reconcile to positive responses provided by the Offeror in RFP Attachment 10 (Functional Requirements)
* If software is sold by module, explicitly state the software module name and versions that are proposed.
* Indicate whether the Town will need to contract / procure **any** services or licenses extraneous to this proposal for the proposed solution to meet the Town’s requirements.

### **Section 3.0 Functional Requirements**

This section of your proposal describes your proposed solution’s alignment with the functional scope of the project, the requirements for each functional area and business process.

* Offeror responses to [Attachment 10 (Functional Requirements)](#_E.10_Attachment_10) shall use the following response codes in responding to the Functional Requirements on all tabs of the attachment:

|  |  |
| --- | --- |
| **Code** | **Description** |
| **Column E: Available Responses** | |
| Y | Requirement Met and Proposed (Standard features in generally available product) |
| Y-ND | Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development) |
| N | Requirement Not Met with Proposed solution(s) |
| I | Need More Information/Discussion |
| **If Y-ND Selected in Column J** | |
| F | Feature Schedule for Future Release in Generally Available Software |
| E | Feature Developed as Proposed Enhancement for this Project |
| **Column F: Available Responses** | |
| S | Requirement and Feature Supported by Software Developer |
| TPS | Requirement and Feature Supported by Third Party |
| NS | Requirement and Feature Not Supported |

* Offerors must be ready to demonstrate requirements listed as “Y” during software demos.
* Responses which are marked Y or Y-ND will be considered in scope, and the cost proposal and all other information submitted in this proposal should reflect the module and services necessary to perform the functionality.
* For requirement responses other than “N” or “I” Offerors must:
  + - Indicate the module or product that is required to meet the requirement.
    - Indicate the phase of the project that the functionality will be implemented.
    - Indicate any exception to the proposed internal or external hosting configuration.
    - Indicate any exception to the proposed post-implementation services, for example technical support, access to patches and upgrades that accommodate the requirement, and helpdesk support for the requirement.
* Proposal requirements’ responses submitted will become part of the contractual agreement with the winning Offeror(s). Offerors are expected to warrant both software and implementation of all positive responses (responses other than “N” and “I”).
* For functionality not currently available and not available for viewing at a demo, but that will be in scope for the project either as generally available features in a future release or as a customization specific for this project, Offerors should indicate a response code of Y-ND and answer column J, including estimated availability timing.
* The Town may clarify requirements with the response of “I” during software demonstrations. Immediately following the demonstrations Offerors may be asked to re-submit RFP Attachment 10 (Functional Requirements) if changes are indicated as a result of clarifications.

### **Section 4.0 Technical Specifications and Information**

Describe the technical application and platform architecture and the environmental requirements for proposed solution by completing.

If proposing SaaS or hosted services, describe the following:

* Information on the specific hosting services provided
* Operational support services
* Technology infrastructure services
* Disaster recovery / business continuity
* Identify all service providers, including 3rd parties
* Identify any components the Town would need to host on its own servers
* For each of the services proposed explain service levels that are used to guarantee performance for the Town through the proposed hosting agreement. Complete and submit with proposal.
* Provide a copy of subscription and / or service level agreement currently used with existing customers

If proposing an on-premise solution, describe the following:

* Identify all licenses, hardware, or other products in this proposal that would be required to optimally operate the proposed solution at the Town.
* Identify any component(s) that would need to be purchased / licensed separately by the Town, e.g., not provided by the Offeror. If provided by the Offeror, make sure cost schedule reflects the component(s).
* Include application and platform architectural diagrams if available.
* Include sample copies of technical documentation, e.g., release notes, installation guides, database diagram and data dictionary, etc.
* Include sample copies of any agreements that the Town may be requested to sign post-award, e.g., software license agreements, professional service agreements, hosting agreements, third party agreements, etc.

### **Section 5.0 Business Process / Software Considerations**

This section should describe software features and configuration solutions and business recommendations for challenges the Town will expect to encounter on the project.

### **5.1 Data Conversion:** Provide your recommendations for data conversion. The Town requires retention and access to historical data. The Town also understands that converting all historical data would require a large effort, at a significant cost and is open to suggestions by Offerors as to available options.

* Using [Attachment 12](#_Toc240342002) (Data Conversion), please provide estimates of the level of effort required to convert existing data including detailed transaction records and provide recommendations on how you would approach a cost-effective and efficient data conversion as well as historical data retention.

### **5.2 Operational and Financial Reporting:** Provide information on reporting, query and analysis capabilities and tools, including standard ‘out-of-the-box’ reports and online queries, ad hoc queries, end-user report development for recurring reports. Provide a sample of standard financial reports

### **5.3 Interfaces:** Refer to [Attachment 13](#_E.13_Attachment_13) (Interface Requirements) and provide information about existing APIs or other utilities for interfacing the ERP application with other transaction processing applications.

### **Section 6.0 Implementation Approach, Plan and Deliverables**

This section should describe the proposed implementation plan. This is an opportunity for the Offeror to demonstrate they understand the difficulty of implementation and how its professional services will assist the Town successfully complete implementation.

### **Explain the proposed approach and plan for implementation, including:**

* Proposed implementation phases including scope and components
* Key milestones and deliverables, and how they relate to the implementation approach and activities
* Implementation tasks and activities including data conversion, configuration design and set-up, data interfaces / integration, quality assurance, training, etc.
* How the proposed approach addresses common ERP project risks and challenges including cross-organizational roles and user groups, documentation, training, and project management.

### **6.2 Describe the proposed Offeror staffing for the project including:**

* Please provide the names of Offeror resources expected to be assigned to this project as well as their roles and responsibilities. If you do not provide this, please note clearly and explicitly that this is the case.
* Number of Offeror staff assigned to each role and approximate allocation of each resource
* Activities completed on-site vs. off-site with a focus on the difference between project management, data conversion activities, etc.
* Please provide quantitate response in hours, not Full-time equivalents (FTEs).

### **6.3 Describe recommended Town staffing for the project** including (reference RFP Section C, Scope of Project for a description of the Town’s current project organization, roles and staffing):

* Roles, responsibilities and skills / competencies for each role
* Number and allocation for each staff member including time spent with and without Offeror staff
* Complete RFP Attachment 9 (Staffing).

### **Describe proposed project management services including:**

* Responsibilities of Offeror project manager and of Town project manager
* On-site presence of Offeror project manager
* Communications approach and plan
* Progress, schedule and budget monitoring and reporting
* Risk Management approach, including escalation

### **Described proposed quality assurance and testing approach and plan**, specifying activities, roles and responsibilities including performance, functional and usability testing.

### **Described proposed training approach and plan**

* Specify how and when training is to be delivered (e.g., on-site, off-site, web-based, etc.)
* Explain roles and responsibilities the Town is expected to provide for the training effort including but not limited to training coordination, training material development, training delivery, etc.

### **Describe recommended change management approach and services**

### 

### **Describe proposed implementation deliverables (required deliverables listed in Section** C, **Project Scope)**. The Town considers project documentation to be a critical part of both the success of the project and the Town ongoing success with the software. Offerors should review RFP Section C.1, Scope of Project, and provide specific deliverable examples.

### *Note: For this response, Offerors can select one function or process and respond based on the representative process. The focus of this section is to demonstrate how implementation deliverables will be used and the importance of deliverables as a form of quality assurance.*

6.8.1 Process: Comment on process changes, recommendations, or best practice guidance.

* Provide examples or show templates of how this would be identified in one of the proposed implementation deliverables
* Provide sample of or excerpt from a business process assessment / system design document.

6.8.2 Configuration: Provide example deliverables / templates of how implementation configurations would be documented.

* Identify how configuration decisions will be reached and documented
* Identify how configuration decisions will track to the Town’s requirements
* Explain how configuration documents will be used to create test plans and scripts

* + 1. Quality Assurance: Provide description of testing procedures that will be used
* Provide examples or sample templates of test scripts
* Explain and show how test results are tracked and managed

6.8.4 Training: Explain how training materials are developed to include business process decisions, system capabilities, and organizational roles

* Provide examples of training agendas and training materials
* Identify specific training strategies or adult-learning techniques used on the project to improve knowledge transfer and retention
* Provide sample end-user documentation / job-aids (online links acceptable)

6.8.5 Project Management: Provide illustrations of project management artifacts

* Sample Project Management Plan
* Sample Project Schedule
* Sample Status Report

**Section 7.0 Post Implementation Support Services**

The proposal should describe post-implementation and on-going support services available, including but not limited to:

* Complete [Attachment 8 (Maintenance and Support)](#_E.8_Attachment_8)
* Service desk support services
* Application support services, e.g., interface development, customization
* Setup / Configuration services
* Training (instructor-led, web-based, conferences, etc.)

### **Section 8.0 Pricing**

Offerors should submit their price proposal according to the format provided in RFP Attachment 11 (Cost) to this RFP. Payments will be made for milestone / deliverable completion and acceptance by the Town.

### 8.1 Identify milestones / deliverables and associated itemized and total pricing.

### 8.2 Complete and submit RFP Attachment 11 (Cost)

* Offerors must submit pricing information in the format provided in this RFP. You may supplement the provided format with additional information if needed.
* Attachment 11 (Cost) should include total price for all software, services, hardware and additional costs to implement proposed solution, including third party product and service prices. If Offerors submit multiple pricing formats, the Town will consider pricing on RFP Attachment 11 (Cost) to be the official pricing.
* All service costs must be provided on a task or completion basis with costs assigned to each milestone, deliverable and/or task. Offerors are required to fill in deliverables and tasks under the provided headers (project initial knowledge transfer, process analysis/system design, system build, testing, training, and closure). Additional detail may be provided to further explain deliverable/task costs.
* Offerors should include all software modules and state any limitations on module use, e.g., user count. If no limitations are listed, the Town will consider that pricing is based on full enterprise wide access for the Town.
* On Attachment 11 (Cost, ‘Other’ tab), provide any hourly / rate-based or usage-based costing information, e.g., service rate for change requests, additional licenses, etc.
* Costs listed as “to-be-determined” or “estimated” may result in an incomplete evaluation.
* Offerors must submit implementation costs as rates that include all estimated travel or other expenses.
* By submitting a proposal, all Offerors acknowledge that all pricing (including travel) must be a fixed fee or included in the implementation milestones.

### **Section 9.0 Exceptions to the RFP**

All requested information in this RFP should be supplied. Offerors may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, with a written explanation of the exception and an alternate proposal (if applicable). The Town, at its sole discretion, may reject any exceptions or specifications within the proposal.

***To avoid the scenario where the Town is unable to negotiate successfully with its finalist Offeror, any material exceptions to the RFP including those to the terms and conditions listed in Section D will be clarified prior to elevation for software demonstrations.***

### **Section 10.0 Sample Documents**

Offerors shall include sample copies of the following documents.

* Any sample agreements that the Town would be required to sign upon contract award. This would include any applicable software license agreements, professional service agreements, hosting agreements, third party agreements, etc.
* Sample Project Plan

# Scope of Project

## Project Scope

The project’s required and optional functional scope for solution procurement and implementation is summarized in the following table, cross-referenced to processes within each function. Specific requirements for each category listed below are detailed in RFP.[Attachment 10 (Functional Requirements)](#_E.10_Attachment_10).

* The Town expects that the project will result in the following business processes being implemented and in some cases, has identified several process improvements.
* Additionally, the Town expects that the Offeror will provide process documentation, process analysis, and process improvement services for other related administrative processes under this scope and the functional requirements listed in RFP.[Attachment 10 (Functional Requirement)](#_E.10_Attachment_10).

### **Functional Process Scope**

| **Functional Category** | **Process** |
| --- | --- |
| 1. General Ledger & Financial Reporting | * Chart of Accounts * General Ledger * Costing and Project Accounting * Financial Reporting |
| 1. Procure to Pay | * Vendor file * Purchase Requisitions * Purchase Orders * Bid and Quotes * Contracts * P-Cards * Change Orders * Inventory Management |
| 1. Accounts Payable | * Invoice processing * Payment process * Internal ‘charge-backs’ |
| 1. Budgeting | * Planning and Forecasting Operational Budget * Capital Budget Preparation * Project / Grant Budget Preparation * Budget Adjustments / Amendments * Enterprise Budget Preparation * Personnel Budgeting |
| 1. Accounts Receivable & Collections | * Billing * Accounts Receivable * Customer File * Aging/Dunning * Cash Receipts * Cashiering |
| 1. Capital Asset Financial Management | * Asset Acquisition * Asset Tracking * Asset Disposal * Asset Valuation and Reporting |
| 1. Human Resources | * Benefits (life events) * Benefits (open enrollment) * Disciplinary Actions * Employee File * New Hire * Personnel Actions * Personnel Evaluations * Positions * Recruitment * Risk Management * Training Certifications |
| 1. Time Entry & Payroll | * Leave Management * Payroll Calculations * Payroll Processing * Time Entry |
| 1. Tax Administration | * Customer File * Notification * Dunning |
| 1. Utility Billing (optional) | * Customer File * Property File * Meter Inventory * Meter Read * Billing * AR * Payment Receipts * Service Order |
| 1. Community Development (optional) | * Property File / Customer * Permit Application * Plan Review * Inspection * Code Enforcement * CRM / Service Request |

### **Process Improvements**

City staff participated in numerous current and future state process mapping sessions as input to this RFP. During the sessions, process improvements were identified and subsequently discussed with the project’s Steering Team. These items helped inform the list of technical requirements as provided in Attachment 10.

Town staff participated in numerous current and future state process mapping sessions as input to this RFP. During these sessions, process improvements were identified and subsequently discussed with the project’s Steering Team. The following is a sample of the significant changes anticipated due to this project:

* All Functions
  + Use system workflow versus email and paper
  + More direct entry and more automated integration
  + Reduce redundant and shadow financial processing / tracking
  + Use system to query and report financial data
  + Use of dashboard for queries from internal administration and external customers
* Procurement through Payment
  + Add processes for Vendor and Contract Management
  + Enable internal and external (vendor) self-service
  + Enhance multi-year purchase / carry-over efficiencies
* Accounts Receivable & Collections
  + Enhance Customer Management and Online Payments / Collections capabilities
  + Enable internal and external (customer) self-service
* Capital Asset Management
  + Automate integration with acquisition and disposition transaction applications
  + Multi-year Capital Improvement Program (CIP)
* General Ledger
  + Improve budget alignment and integration to improve financial, project and grant management
  + Enhance financial reporting for finance staff and departments
* Human Resources
  + Transition employee personnel records from paper files to electronic records
  + Integrate employee personnel record with automated payroll process
  + Improve benefit administration process and increase access to information for individual employees
* Payroll/Time Entry
  + Bridge existing time entry process to integrate with payroll module
  + Incorporate project costing to allocate expenses to appropriate departments
  + Develop an efficient means to calculate and pay out retro payments
* Tax Administration
  + Automate and administer bill creation and payment tracking for real and personal property levies
  + Improve collection and notification process
* Utility Billing
  + Integrate utility billing module/system and financial system to track customer accounts, billing and collections, and issue remediation
  + Improve data collection efforts on meter usage
* Community Development
  + Integrate community development module/system and financial system to track plan review process from submission through approval
  + Maintain record of code enforcement actions by property

## Transaction Count Sampling

The following counts are provided for informational purposes on the number of transactions the Town currently or estimates processes through FY2018.

|  | **Metric** | **FY2018 (Estimated)** |
| --- | --- | --- |
| **1** | Number of users | 30 |
| **3** | Number of Vendors | 5,000 |
| **4** | Number of 1099s | 35 |
| **5** | Number of Transfers/ACHs Processed | 1,000 |
| **6** | Number of Checks Processed all bank account | 2,600 |
| **7** | Purchase Orders Processed | 450 |
| **8** | Processed RFPs/BIDs/RFQs | 20 |
| **9** | Number of JE Docs Posted (may contain multiple lines) | 1,600 |
| **10** | Invoices Processed | 3,650 |
| **12** | Number of Cash Receipts | 60,000 |
| **13** | Number of Cash Receipt Batches | 750 |

## Implementation Deliverables

To ensure quality throughout the implementation, the Town’s project will include, at a minimum, the following deliverables. Each deliverable will be the responsibility of the Offeror, in collaboration with Town staff designated by the Town project manager, and will be formally presented to the Town for review and acceptance sign off. For projects with multiple phases, the Town expects each phase to contain an instance of each deliverable.

1. **Project Management Plan and Project Schedule –** Project Management Plan will include Charter, Communication Plan, and Risk Management Plan components. Project Schedule will detail tasks for the entire project that includes: task description, resource names, start and due dates, and predecessors / successors. Tasks on the project schedule will include implementation activity, deadlines, milestones, sign offs, review periods, and deliverables.
2. **Application Design Document(s) –** Work product that identifies both the business process decisions as well as application set-up and configuration decisions for each in scope business process and system feature. System design documentation will be organized by business process and contain recommendations, Town decisions, and detailed process and system documentation.
3. **Test Approach, Scenarios and Scripts –** Test approach will describe the types and objectives of proposed quality assurance tests, as well as the method for tracking test results. Scenarios and scripts will be based on the functional requirements and application design document(s).
4. **Training and Documentation –** Complete documentation on how to use the configured system, as well as documentation on how to maintain and enhance the configuration. Offerors should propose services to train staff on configuration maintenance and on how to use the software and operate within new business processes.
5. **Cutover Plan -** Complete set of activities required for Go-Live.

## Software as a Service and/or Hosting Services

The Town is interested in receiving proposals for solutions that are managed as software-as-a-service and/or hosted externally. Proposals may include information and pricing for multiple hosting platform options. For sizing and pricing purposes, please describe a solution that includes:

* Environments for production, testing / maintenance and temporary training environment (for initial implementation).
* Disaster recovery environment options – cold, warm, hot
* Complete appropriate sections of [Attachment 7 (Information Technology Requirements and Information Requests).](#_E.7_Attachment_7)

## Target Implementation Timeframes

The Town is targeting to have a contract completed by the end of January 2020 and would expect implementation to begin approximately two weeks after the contract is fully executed by both parties. The Town would anticipate a Go-Live of no later than July 2020. This target date is open to discussion in order to maximize the successful completion of the project. The Town’s annual budget cycle begins in July and the budget is approved in the following June. The implementation plan and schedule would need to accommodate the annual budget processing cycle. Town staff are also heavily involved in the annual audit process than generally takes place from August through November of each year.

Offerors should propose a project schedule that keeps these times of limited resources into account.

## Project Staffing

The Town understands that appropriate staffing is crucial to this project’s success and is committed to engaging the right resources. The following table describes resources that the Town expects to be available for the project and estimate allocation.

Offeror proposals should provide information and recommendations regarding Town staff roles, skills and allocations, based on prior implementation experiences and the Town’s requirements, transaction sizing and other relevant staffing criteria.

|  |
| --- |
| **Town Staff Role** |
| Project Sponsor – Terri Parker, *Town Manger* |
| Project Manager – Anthony Bowers, *Finance Director* |
| Functional Leads – approx. 5 staff members |
| Department Subject Matter Experts -- approx. 15 staff members |
| Technology Lead – David Zabloki, *vCIO* (3rd party manager VC3) |
| Change Manager – Anthony Bowers, *Finance Director* |

## Project Organization

The Town has identified the following roles and expects to manage and support the project using the structure defined below.

* These roles represent the assessment and RFP phase.
* Project Manager, Functional Lead, SME and Technical staff roles will evolve for implementation with responsibilities designated for design, testing, training, documentation, etc.

| **Role** | **Responsibilities** |
| --- | --- |
| **Project Sponsor** | * Sets and adopts a common vision. * Defines project goals. * Champions the project to major stakeholders and approval bodies. * Approves changes to project budget. |
| **Steering Team** | * Adopts Vision. Acts as change agents if necessary. * Provides general oversight of the project * Provides advisory and consultative direction for project when requested by project manager. * Approves any changes to project scope. |
| **Project Manager** | * Responsible for the project charter, project plan and project control processes. * Operates within the terms of the charter and is responsible for coordinating efforts of the projects teams and for planning, organizing and controlling the development of project deliverables. * Coordinates the day to day activities of the project teams and timelines. * Responsible for managing consultant contract and review and acceptance of deliverables. * Responsible for the detailed planning of a project. * Review and approve all work product/deliverables. * Resolves issues, reviews deliverables, and communicates project status to the Steering Team. * Determines the priority of work assignments and changes. * Manage scope, resources, deliverables and overall project for the town. * Dedicates staff and resources. * Plan and facilitate regularly scheduled meetings. |
| **Functional Leads** | * Work with project team to achieve project deliverables on schedule and within budget. * Participate in RFP development and solution evaluation process * Provide process and functional subject matter expertise * Document operational processes and procedures * Alert Project Manager to any issues or concerns regarding the project * Alert Project Manager to any issues or concerns regarding the project scope, schedule, resources, deliverables |
| **Department Team Members / SMEs** | * Work with project team to achieve project deliverables on schedule and within budget. * Participate in RFP development and solution evaluation process * Provide Dept. / Office subject matter expertise – process, usage, requirements * Document department’s operational processes and procedures as needed * Help communicate project information, as provided by Project Manager, to Dept. / Office staff * Alert Project Manager to any issues or concerns regarding the project * Work with project team to achieve project deliverables on schedule including requirements, RFP, solution evaluation, and solution recommendation |

## Statement of Work

The Town will require the development of a detailed statement of work, including a high-level project plan that will be incorporated into the contract and will include the following at a minimum:

* + Project scope
  + Project roles and responsibilities
  + Project milestones and payment schedule
  + Preliminary project schedule of tasks, deliverables, resources and dates
  + Project resources
  + Project scope and budget change control procedures

## Number of Users

End-users will include staff from all organizational units who will perform functions spanning application administration, transaction entry, transaction approval, transaction question, operational reporting and management reporting. Reference the Functional Requirements for a description of access authorization desired. The following user counts are estimated. Proposals should include services to complete implementation and any appropriate training services to prepare all Town staff for using the system.

|  |  |  |
| --- | --- | --- |
| **Type of User** | **Estimated User Count** | **Estimated Power User Count** |
| Financials | 30 | 3 |
| Budgeting | 30 | 2 |
| Purchasing | 30 | 5 |
| Technical / Application Administration | 30 | N/A |
| Human Resources | 10 | 4 |
| Payroll | 15 | 5 |
| Time Entry | 65 | 5 |
| Cash Receipts | 10 | 5 |
| Tax Administration | 7 | 3 |
| Utility Billing | 20 | 10 |
| Community Development | 30 | 10 |

## Interfaces

Referencing RFP Attachment 10 (Functional Requirements) Offerors should respond to each interface requirement to identify the proposed scope. Any positive response – “Y” or “Y-ND” is considered to be in-scope and all pricing for the proposed scope included in the submitted milestone pricing. Interfaces with the Town’s existing and prospective systems are critical to the project success.

## Data Conversion

The Town understands the level of effort required to convert data and is interested in understanding from Offerors on ideas and methods to convert exiting hardcopy files to digital for use both within the proposed system and outside. Offerors should provide responses to which data it expects to convert as a matter of an average implementation.

## Current Applications

The following applications are used by the organization for financial functions or represent applications that may generate a material volume of financial transactions. Information about their replacement is provided for the Offeror’s convenience. The Town intends to discuss the future use and integration of applications during software demonstrations and contract negotiations.

| **Functionality** | **Application** | **In Scope for Replacement** |
| --- | --- | --- |
| General Ledger, Procurement, A/P, A/R, Budget Control, Asset Tracking | Finance Plus | YES |
| Online Payments & Billing | eGov | YES |
| Cemetery Management | N/A | NO |
| Timekeeping | Executime | TBD |
| HR / Position Management | Finance Plus | YES |
| Insurance ACA 1095 Reporting | Finance Plus | YES |
| Employee Benefits | Finance Plus | YES |
| W-2 Creation and Reporting | Finance Plus | YES |
| Payroll | Finance Plus | YES |
| Scheduling | N/A | NO |
| Check Writing | Finance Plus | YES |
| Work Orders | Community Plus | YES |
| Community Development / Land and Building Permitting | Community Plus | YES |
| Plan Review | Community Plus | YES |
| Utility Billing | Community Plus | YES |
| Parks and Recreation Billing | N/A | NO |
| Fleet Management | N/A | NO |
| Fuel Management | Fuel Master | NO |

# Contract Terms and Conditions

Below are important contract terms and conditions the Town expects to be part of an agreement with the finalist Offeror(s). **Please note any exceptions to your willingness to comply with each condition per the instructions in Section B, 9.0 of this RFP**. Contract terms in the final agreement may include but will not be limited to those listed below. The Town will carefully evaluate any exceptions to the terms and conditions listed below. Note, the following does not include terms and conditions anticipated for an external hosting / SaaS agreement.

## Authority

### **Equal Weight and Force.** The instructions herein contained are given for the purpose of guidance in properly preparing an applicable proposal. These directions have equal weight and force with the specifications and strict compliance is required with all the provisions. Unless otherwise stated in the special instructions of the proposal, these general instructions shall apply.

### **Written Explanations.** Only written information from the Finance Director or an authorized representative of the Town is binding: therefore, no verbal instructions or verbal information from any other source shall be binding on the Town. The Town shall not be responsible for any other explanation or interpretation and the decision of the procurement manager or an authorized representative of the Town shall be final and binding upon each Offeror.

### **Disputes with Written Explanations.** The written specifications are considered clear and complete. Failure of the Offeror to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the proposal in the time and manner set forth herein is a waiver of right to do so upon opening of the proposals. Clarifications requested by Offerors must be in writing not less than three (3) days before date and time set for receipt of proposals.

### **Written Agenda.** Should the Finance Director deem it necessary to alter proposal specifications, those alterations shall be made in the form of written addenda that shall be posted on the Town website, and may be advertised in a regional/local newspaper. The Offeror is responsible for monitoring all of these sources and should not rely on a single source for updates. These addenda shall then be considered as part of these specifications. No interpretations of the meaning of the proposal specifications shall be made orally.

## Requirements for Written Documents

### **Availability of Documents.** Proposal documents may be obtained through the Town of Winterville website ([www.wintervillenc.com](http://www.wintervillenc.com)).

### **Non-Responsive Proposals.** Proposals that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, corrections without initials, ambiguities, alterations, and/or irregularities of any kind, may be declared non-responsive.

### **Proposal Delivery/Opening.** All proposals must be sealed, marked and delivered in accordance with these instructions to Finance Department, Town of Winterville, 2571 Railroad Street, Winterville, NC 28590. Proposals received prior to the advertised hour of opening shall be securely kept sealed. Proposals are not subject to public opening.

### **Document Ownership.** All documents, reports, proposals, submittals, working papers or other material submitted to the Town from the Offeror shall become the sole and exclusive property of the Town, in the public domain, and are not the property of the Offeror. The Offeror shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the Town as a result of this solicitation.

## Tax Information

### **Sales Tax/Federal Tax**. The Town of Winterville pays North Carolina State Sales Tax. The Town is exempt from Federal Excise Tax and shall issue exemption certificates if required. All applicable taxes should be shown as separate line items unless otherwise indicated.

### **Payment of Taxes**. The Offeror agrees to pay all taxes and license fees of whatever nature applicable to conduct business and furnish the Town of Winterville, if requested, with duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees when referred to and showing that all licenses are in effect.

## Changes in Specifications

### **Authority of Specifications.** It shall be understood that in all cases the terms and conditions, as detailed in the specifications, shall supersede terms and conditions, as detailed in the general instructions. No verbal agreement or conversation with any officer, agent, or employee of the Town shall affect or modify any of the terms and conditions

### **Equipment**. If this proposal includes the purchase of equipment, the Offeror guarantees that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer’s recommendations and standard practices.

### **Deviation from Specifications.** Any deviation from specifications must be noted in detail and submitted in writing with this proposal. Complete specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specifications shall hold the Offeror strictly accountable to the specifications as written herein.

### **Changes after Award.** Any changes in specifications, after the purchase order/contract has been awarded, must be with the written consent of the Finance Department; otherwise, the responsibility for such changes shall be with the Offeror.

## Modifications

### **Additional Work.** The proposal shall not contain any unauthorized additions. No additional work shall be allowed or paid for unless such extra or additional work is ordered in writing by the Town and with the price for such established and agreed upon before such extras are delivered or work is performed.

### **Adjustments to Items/Work.** The Town of Winterville shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the Town and the Offeror. Any such adjustments in price shall be made in writing.

## Award Criteria/Timeline

### **Contract Issuance**. The award of a contract is accomplished by executing a written agreement that incorporates the entire proposal, Offeror’s response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Offeror agrees to accept the contract terms unless substantive changes are made without the approval of the Offeror. Offeror shall not add any provisions reserving the right to accept or reject an award. The procurement office is the sole point of contact for the issuance of the contract.

### **Commencement of Work.** Upon execution and delivery of the contract and insurance certificates, the Offeror shall be notified to proceed with the work of the contract. The work of the contract shall be commenced within one (1) business day following such notification, or as otherwise specified in the Notice to Proceed.

### **Contract Timeline.** In the event the successful Offeror fails or refuses to execute a formal written contract with the Town of Winterville in form and content acceptable to the Town, within ten (10) business days after notice of acceptance of the proposal, the proposal may be revoked, and all obligations of the Town in connection with the proposal may be canceled.

## Key Personnel

The Town requires assurances as to the consistency and quality of Offeror staffing for its project. Key points of the Town’s key personnel provision include:

### The Town shall have the ability to interview and approve key personnel proposed by the Offeror prior to a selection pursuant to this RFP

### Upon successful award and negotiation of a contract. Once the project is initiated, the Town shall have the right to dismiss key personnel from the project

### Offeror’s key personnel may not be removed from the project without the Town’s explicit approval.

## Implied and Express Warranty

The Offeror will expressly warrant that the implemented system will conform in all material respects to the in-scope requirements and specifications as stated in the Offeror’s proposal, including the functional requirements in RFP Attachment 10 (Functional Requirements) for a period no less than 12 months after final acceptance. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the Town by any other clause of this proposal.

## Express Warranty Remedy

The Town requires that the Offeror 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 Offeror will refund the full amount paid for the software, implementation and any paid hosting and/or maintenance costs.

## System Acceptance

For purposes of acceptance of the system (or portions thereof), the Town intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:

* “Conditional Acceptance” will occur at or prior to go-live. The Town will have up to forty-five (45) days to test the system (“pre-live testing”) before going live.
* The Town will have a 90-day period after Conditional Acceptance to “live test” the system. Live testing is the Town’s opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to the Town by the Offeror during the course of the project.
* If after the live testing the system performs in accordance with the system specifications (including the design document and functional requirements), the Town will issue “Final Acceptance.” The 90-day time frame for Final Acceptance shall be extended if problems are found in the live test. Specifically, the Town expects to document the date the problem is found and the date it is certified as fixed. The acceptance period would pause when issues are reported and would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

## Milestones

The Town requires that all payments be based on successful completion of milestones. After the Town’s acceptance of the milestone, the Offeror will invoice for applicable milestone payment per the contractual terms.

## Additional Modules

The Town requires a “price guarantee” for a minimum of two (2) years from the effective date of the agreement for additional modules that are listed in the proposal but are not initially purchased.

## Restrictions of Growth

The Town requires that any proposed licenses or fees to access the software be adequate to allow the Town to use the system unrestricted for all business purposes of the Town and the Town agencies, departments, and other third-party entities listed in this RFP. The Town will not be subject to expansion fees, additional license purchases, or fees for additional users, increases in Town employee count, budget size, population size, or data storage requirements for a period of 10 years from the effective date of the agreement.

## Intellectual Property Rights

The Offeror warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of any deliverables or other work projects including the configured software (the products) produced under this Agreement, and that the Town has full legal title to and the right to reproduce the products.

The Offeror shall defend, indemnify and hold the Town, its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents harmless from any loss, claim or liability in any way related to a claim that Town’s use of any of the products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions.

The Offeror shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and products produced under this Agreement.

In the event the use of any of the products or other deliverables hereunder by the Town is held to constitute an infringement and the use of any of the same is enjoined, the Offeror, at its expense, shall:

* secure for Town the right to continue using the products and other deliverables by suspension of any injunction, or
* by procuring a license or licenses for the Town that at a minimum meet all requirements defined in the statement of work and functional requirements; or
* modify the products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

## Legal Action

The validity, interpretation, and performance of any agreement resulting from a proposal to this RFP shall be controlled by and construed under the laws of the State of North Carolina.

## Indemnification

The Offeror agrees to indemnify and save harmless the Town of Winterville, its officers, representatives, departments, agencies, employees, and agents, from all claims, loss, damage, injury, fines, penalties, demands, actions, suits, and liabilities arising from the Offeror’s own fault or negligence or through the negligence or fault of the manufacturer of goods supplied by the Offeror. This obligation shall extend to and include, all litigation costs, court costs, and reasonable attorney fees incurred by the Town in response to such claims, provided it is ultimately determined that such claims result from the Offeror’s or manufacturer’s fault or negligence.

## Proposal Rejection/Withdrawal

### Reasons for Rejection. The Town of Winterville may reject a proposal if:

### The Offeror misstates or conceals any material fact in the proposal; or if,

### The proposal does not strictly conform to the law or requirements of the proposal; or if,

### The proposal is conditional, except that the Offeror may qualify his/her proposal for acceptance by the Town on an “all or none” basis, or a “low item” basis. An “all or none” basis proposal must include all items upon which proposals are invited

### **Best Interest of Town of Winterville.** The Town may, however, reject all proposals whenever it is deemed in the best interest of the Town to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in statement. The Town may also waive any minor informalities or irregularities in any proposal.

### **Determination of Responsibility.** The Town may make such investigation as it deems necessary to determine the ability of an Offeror to furnish the required goods/services, and the Offeror shall furnish to the Town any requested information and data for this purpose at the Offeror’s expense. Information requested may include, but not be limited to: financial statements, credit ratings, criminal histories, references, records of past performance, and/or on-site inspections. The Town reserves the right to reject any Offeror if the evidence fails to satisfy the Town that such Offeror is properly qualified to carry out the terms of this proposal.

### **Disqualification**. Any of the following factors may be considered just cause to disqualify a proposal without further consideration: evidence of either direct or indirect collusion among offerors in regard to the amount, terms, or conditions of the proposal; attempts to improperly influence any member of the evaluation team; evidence of offeror’s inability to successfully complete required responsibilities and obligations of the proposal; existence of any lawsuit, unresolved contractual claim, or dispute between the offeror and the Town; and/or default under any previous agreement with the Town that resulted in the termination of the agreement.

### **Withdrawal Timeline.** Proposals may be withdrawn on a written request, received from Offerors prior to the proposal closing date and time. Negligence on the part of the Offeror in preparing the proposal creates no right for withdrawal of the proposal after the proposal has been opened. No modifications, clarifications, or explanations of any proposals shall be allowed after the date and time of closing.

## Protests

### **Procedures/Timelines.**

### Specifications and contract terms shall be made available for inspection and copying. Unless a different deadline is specified in the RFP, protests of the proposal specifications or contract terms shall be presented to the Town in writing within five (5) business days prior to proposal closing.

### Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms. Envelopes containing protests of specifications shall be marked and mailed, or hand delivered within five (5) business days to the procurement buyer.

### No protest against award because of the content of proposal specifications or contract terms shall be considered after the deadline established for submitting such protest.

### Submission of a proposal without the timely submission of protest of specifications or contract terms is deemed a waiver to the right to protest specifications or contract terms.

### A decision by the procurement buyer shall be given in writing in each of such cases at least one (1) business day before the time set for the opening of proposals. A copy of the decision may be obtained at the Town Manager’s office.

### If, in the judgment of the Finance Director, the previously mentioned inquiry requires explanation or interpretation, any such explanation or interpretation of said plans, specifications, or other contract documents shall be made by written addendum duly issued with copies mailed or delivered to each person or firm receiving a set of contract documents.

### The written purchase order shall constitute a final decision of the Town of Winterville to award the contract if no written protest is filed with the Town within five (5) business days of the posting of the proposal tab. If a protest is timely filed, the purchase order is a final decision of the Town only upon issuance of a written decision denying the protest and affirming the award.

### The Town shall notify winning Offeror five (5) business days after proposal tab is posted on the Town website. It is the responsibility of the Offeror to check the website. Any actual Offeror who is adversely affected or aggrieved by the award of the contract to another Offeror on the same solicitation shall have five (5) business days after the posting of proposal tab to submit to the Town a written protest of the award. The written protest shall specify the grounds upon which the protest is based. The Town shall not entertain a protest submitted after the time period established in this rule or such different period as may be provided in the Town’s request for proposals.

### Offerors must submit written protests of the intent to award to the Finance Director within five (5) business days. The written protest must include name and contact information of the protestor, solicitation, title and number, the grounds upon which the protest is based, and relief expected.

## Town Reserved Rights

### The Town of Winterville expressly reserves the following rights:

### To reject any and/or all irregularities in the proposals submitted

### To reject any and all proposals, or parts thereof, as deemed in the best interest of the Town

### To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.

### To make the award to any Offeror who, in the opinion of senior management, is in the best interest of the Town. To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the Offeror.

### Only the evaluation factors specified in this solicitation may be used as a basis for award.

### Final Judgment. If any doubt or difference of opinion arises between the Town of Winterville and the Offeror as to the interpretation of this request for proposal, the decision of the Town will be final and binding upon all parties.

### Clarification. The Town of Winterville reserves the right to obtain clarification on any point in the Offeror’s proposal. The failure of the Offeror to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the Town for evaluation purposes. Such hardware shall be provided at no cost to the Town. The Town is not obliged to evaluate any or all products.

### Price Increase. The Town of Winterville reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) is/are considered unacceptable.

### Loss/Damage. The Town of Winterville shall not be responsible for the loss or damage of any items during the RFP process.

### Performance Failure. In the event that the Offeror fails to perform any material obligations, the Town of Winterville reserves the right to give the Offeror written cure notice of such failure. The Offeror shall then have five (5) calendar days to resolve the failure. If the failure is not resolved within five (5) calendar days, the Town reserves the right to withhold all money that is due and payable to the Offeror. Such a remedy is in addition to other remedies that might be available to the Town. Moreover, the Town reserves the right to terminate the contract if the Offeror exceeds the five (5) calendar days of non-performance without the approval of the Finance Director.

### Termination for Convenience. The Town of Winterville reserves the right to terminate the contract with the Offeror when it is in the best interest of the Town. If the contract is so terminated, the Town shall provide the Offeror with thirty (30) calendar days’ written notice and shall compensate the Offeror for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination of convenience.

### Termination for Default. The performance of work under this proposal may be terminated by the Town in whole, or in part, upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or whenever the Town determines that termination is in the Town’s best interest. Any such termination shall be communicated by a written notice of default, delivered to the Offeror, at least fifteen calendar (15) days before the date of termination, specifying the extent to which performance of the work is terminated, and the date upon which such termination becomes effective. The Town of Winterville shall be entitled to recover all fees, costs, claims, or damages incurred as a result of the Offeror’s breach of this Agreement, including reasonable attorney’s fees and costs of legal action instituted by the Town to collect such fees, costs, claims, or damages.

### Negotiation. Prior to the notice of award to any offeror, the Town of Winterville may elect to open negotiations and ultimately reach an agreement with an Offeror who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the Town that is fair and reasonable. The negotiation period shall be no more than five (5) Town business days. In these negotiations, the Town may address scope of work, unit pricing, or any other contractual requirements fairly contained within the proposal documents. In the event that negotiations should commence but fail, the Town shall reject any or all proposals.

## Failure to Enforce

Failure by the Town at any time to enforce the provisions of the proposal shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of any part of the proposal.

## Non-appropriation of Funds

The complete installation of system is contingent on budgetary funding from the annual Town 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, the Town has exhausted all funds legally available for payments to become due under this Agreement, funds which have been appropriated for purposes of this Agreement are withheld and are not made available to Town, or an appropriation of funds for the next fiscal years has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn then the Town 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 Town agrees to deliver written notice to the Offeror of such early termination at least 30 days prior to the end of the then current fiscal year.

## ADA Compliance

**Contact Information.**  Questions concerning the proposal requirements or specifications should be directed in writing to the procurement buyer shown on the front page of this proposal package. If you need disability-related accommodations, please contact (252) 215-2348.

## Federal and State Laws

### **Employment Regulations.** Offerors shall comply with all local, state, and federal directives, orders, and laws as applicable to this proposal and subsequent contract(s) including, but not limited to Equal Employment Opportunity (EEO), in compliance with executive Order 11246, Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA), as applicable to this contract and Immigration Bill H4400 which states that every Offeror doing business with the Town of Winterville for the physical performance of services with the total value of the contract to be performed in a twelve- month period exceeding fifteen thousand dollars ($15,000.00) must agree to the following:

* Register and participate in the federal work authorization program to verify the employment authorization of all new employees; and require agreement from its sub-Offerors to do the same; or
* To employ only workers who:
  1. Possess a valid North Carolina Driver’s License or ID issued by the North Carolina Department of Motor Vehicles; or
  2. Are eligible to obtain a North Carolina Driver’s License or ID card in that they meet the requirements; or
  3. Possess a valid Driver’s License or ID card from another state where the requirements are at least as strict as those in North Carolina.

### **Employment Discrimination.** During the performance of this proposal, the Offeror agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, orientation, age, disability, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the completion of this proposal. Furthermore, the Offeror agrees that this non-discriminatory agreement shall be incorporated by the Offeror in all contracts entered into with suppliers, Offerors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services.

### **Compliance with Laws.** The Offeror shall, in the performance of work under this proposal, fully comply with all applicable federal, state, county, or municipal laws, rules, regulations, or ordinances, and shall hold the Town harmless from any liability resulting from failure of such compliance.

## Insurance Requirements

The Offeror shall procure and maintain at its own expense, and without cost to the Town, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks, which the Offeror has assumed until the contract has expired or is terminated:

### **Professional Liability Insurance**

Professional Liability Insurance with $1,000,000 limit per claim; (must be maintained in full force and effect for three (3) years beyond project acceptance by Owner).

### **Public Liability and Property Damage**

The Offeror shall purchase and thereafter maintain for the term of this agreement, and any subsequent extensions hereto, public liability insurance to protect Contractor from claims for bodily injury and/or property damage which may result from Offeror’s performance of this agreement. The policy shall provide a combined single limit of liability of $1,000,000 per occurrence for bodily injury and property damage with an aggregated limit of not less than $1,000,000.

### **Automobile Liability**

The Offeror shall purchase and thereafter maintain for the term of this agreement and any subsequent extensions hereto, comprehensive automobile liability insurance to protect the Offeror from claims for bodily injury and property damage which may arise from Offeror’s use of motor vehicles in the performance of this agreement. The policy shall provide for a combined single limit of $1,000,000 per occurrence for bodily injury and property damage.

### **Workers’ Compensation Insurance**

Prior to beginning the work, the Offeror shall take out full compensation insurance for all persons which may be employed directly or indirectly in the performance of this agreement, coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must provide Employers Liability coverage in the amount of $500,000 each accident; $500,000 bodily injury by disease each employee and $500,000 bodily injury by disease policy limit and shall be maintained in full force and effect during the term and any subsequent extensions hereto.

### **Excess Liability Policy**

At the option of the Offeror, the limits of the primary general liability, automobile liability and employer’s liability policies may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the Town and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

### **Policy Endorsements**

The following requirements shall apply to the policy(s) indicated below:

#### General Liability and Automobile Liability

It is understood and agreed that the Town of Winterville, its officials, agents and employees are recognized as additionally named insureds under the policy and, as such, will be provided thirty (30) days written notice by registered mail of non-renewal, exhaustion of aggregate limit, modification of coverage or cancellation for any reason, and the company hereby agrees to provide such notice. Failure of the company to provide the required notice shall cause the coverage to continue in force for the benefit of the Town, its officials, agents and employees until proper notification, as required herein, is provided, the provisions of the policy or any Certificate of Insurance to the contrary notwithstanding.

#### Workers’ Compensation

The cancellation provision is hereby amended to provide that the Town of Winterville will be provided thirty (30) days written notice via certified mail, return receipt required, in the event of coverage cancellation.

### **Notification of Insurance Companies**

It is the responsibility of the Offeror to notify all insurance companies to familiarize themselves with all the terms and conditions of this agreement. The insurance companies shall waive their right of notification by the Town of any change or modification of this contract, or of decreased or increased work, or of the cancellation of this agreement or of any other acts by the Town or its authorized employees or agents under the terms of this agreement. The waiver by the insurance companies shall in no way relieve them of their obligations under this agreement.

### **Certificates of Insurance**

Offeror shall file with the Town a Certificate of Insurance which shall be approved by the Town prior to the inception of any work. Renewal certificates shall be sent to the Town thirty (30) days prior to any expiration date.

### **Insurer Licensing and Rating**

All insurance companies providing coverage to the Town, shall be licensed to do business in the State and have an A.M. Best rating of “A-“ or better.

### **Insurance Coverage Adjustments**

In response to changing circumstance of loss exposures, the Town reserves the right to modify the insurance coverage, limits of liability, policy endorsements and policy terms required in this contract. The Town will provide written notice to the Offeror, which outlines such changes and allow Offeror a reasonable period of time in which to comply with the new requirements. However, in no event shall Offeror compliance period be longer than thirty (30) days.

### **Coverage Cancellation or Unsatisfactory Coverage**

If at any time any of the foregoing policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Offeror shall, upon notice to that effect from the Town, promptly obtain a new policy and submit the same for approval to the Town. Upon failure of the Offeror to furnish, deliver and maintain the insurance coverage’s required herein, this agreement, at the sole discretion of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Offeror to take out and/or maintain any required insurance shall not relieve the Offeror from any liability under this agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Offeror concerning indemnification.

### **Hold Harmless**

Offeror agrees to protect, defend, indemnify and hold the Town, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses and liabilities of every kind and character arising out of, or relating to, any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this agreement, and/or the performance hereof, that are due to the negligence of the Offeror, its officers, employees or agents. The Offeror further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

## Representation

The selected Offeror shall assign a competent account representative acceptable to the Town of Winterville who will represent the Offeror in providing contracted services to the Town. The account representative shall maintain accurate and detailed records, correspondence, and accounts relating all parts of the proposal. Records shall be kept in accordance with sound, generally accepted accounting principles. The Town shall have the right to audit all records pertaining to the costs incurred under this proposal. If the account representative is removed by the Offeror, the new representative must be acceptable to the Town.

## Offeror Responsibilities

### **Duration of Proposal.** Proposal prices, terms and conditions shall be firm for a period of at least one hundred twenty (120) calendar days from the deadline for receipt of submittal, or until such time as established in the proposal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the one hundred twenty (120) day period, or the specified proposal time. Price decreases or changes in terms by others after the acceptance of a proposal shall not be considered.

### **Transfer of Responsibilities.** The Offeror shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written consent of the Town.

### **Drug-Free Workplace.** In accordance with the provisions of the Drug-Free Workplace Act, the Town of Winterville shall promote a drug-free workplace. Illegal drugs or narcotics in the workplace are strictly prohibited. The manufacture, possession, use, and/or distribution of a controlled substance of any kind while working on Town property is subject to disciplinary action up to and including immediate discharge. As such, Offerors are required to insure that a drug-free workplace is provided in the performance of any Town contracts. By submitting a proposal, Offeror certifies that, if awarded the contract, they and their sub-Offerors shall comply with the Town’s Drug-Free Workplace Policy. The failure of any Offeror to uphold and enforce this policy is subject to termination of contract.

### **Sub-Offerors**. The Offeror shall be wholly responsible for the performance of all sub-Offerors and for their acts and omissions, and those of persons either directly or indirectly employed by the Offeror, and the fact that sub-Offerors are subject to the approval of the Town of Winterville shall not affect the Offeror’s responsibility in this regard. The Offeror shall bind every sub-Offeror to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such sub-Offeror so that the sub-Offeror assumes toward the Offeror and toward the work all the obligations and responsibilities that the contract assumes toward the Town as to the performance of the sub-Offeror’s portion of the work.

### **Coordination and Contact.** The selected Offeror shall be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title, or interest therein without prior written consent of the Town. Further, the Town of Winterville shall consider the selected Offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Offerors who have installed similar systems of comparable size shall be considered. All service and equipment offered shall be in current standard production and of the latest design.

### **Liquidated Damages.** If the Offeror fails to deliver the supplies or perform the services within the time specified in the contract, the Offeror shall, in place of actual damages, pay to the Town of Winterville liquidated damages of $100.00 per calendar day of delay. If the Town terminates the contract, in whole or in part, the Offeror is liable for liquidated damages accruing until the Town reasonably obtains delivery or performance of similar supplies or services from an alternate offeror. These liquidated damages are in addition to excess costs of repurchase due to contract termination. The Offeror shall not be charged with liquidated damages when the delay in delivery or performance is documented to be beyond the control and without the fault or negligence of the Offeror.

### **Force Majure.** The Offeror shall not be held responsible for failure to perform the responsibilities imposed by this proposal due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the proposal.

## **Non-Collusion**

The authorized signer of the proposal certifies that the proposal is made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or sub-Offeror in connection with their proposal. Furthermore, the authorized signer certifies that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Prior compensated consulting shall not preclude an Offeror from submitting a proposal.

## **Compliance**

Offeror affirms that they have examined, understand and accept all instructions, specifications and conditions, and shall provide for appropriate insurance, deposits, and performance bonds if required, and shall comply fully with specifications as attached for the agreed contract, especially where materials and work are involved, and that any and all registration requirements where required for Offerors as set forth in law are met.

# Attachments

To be submitted with completed proposal.

## Attachment 1 (RFP Submittal Checklist)

| **Proposal Section & Attachments** | **Submitted?** |
| --- | --- |
| **Title Page**   * Title page * Town of Winterville RFP Number * Offeror name, address, telephone number and email * Offeror’s Proposal Contact name, signature, title, email and date |  |
| **Section 1.0 Executive Summary and Offeror Submission Materials**   * [Attachment 1 (RFP Submittal Checklist)](#_E.1_Attachment_1) * [Attachment 2 (Signature Page)](#_E.2_Attachment_2) * [Attachment 3 (Offeror Statement)](#_Toc473194914) * [Attachment 14 (Certificate of Insurance)](#_E.14_Attachment_14) |  |
| **Section 2.0 Scope of Services**   * Complete [Attachment 4 (Scope of Proposal)](#_E.4_Attachment_4) * For each firm identified on [Attachment 4 (Scope of Proposal),](#_E.4_Attachment_4)   + [Attachment 5 (Company Information)](#_E.5_Attachment_5)   + Attachment 6 (Customer Reference Form) |  |
| **Section 3.0 Functional Requirements**   * Attachment 10 (Functional Requirements) |  |
| **Section 4.0 Technical Requirements and Information Requests**   * [Attachment 7 (Information Technology Requirements and Information Requests)](#_Offeror_Responsibilities) |  |
| **Section 5.0 Business Process / Software Considerations**   * Attachment 12 (Data Conversion) * Attachment 13 (Interfaces) |  |
| **Section 6.0 Implementation Approach, Plan and Deliverables**   * Attachment 9 (Staffing) |  |
| **Section 7.0 Post-Implementation Support Services**   * Attachment 8 (Maintenance & Support) |  |
| **Section 8.0 Pricing (submit under separate cover)**   * Attachment 11 (Cost) |  |
| **Section 9.0 Exceptions** |  |
| **Section 10.0 Sample Documents** |  |

## Attachment 2 (Signature Page)

The undersigned Offeror having examined this RFP and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that the Offeror will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that the Offeror will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as proposed.

Submitting Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Town: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By signing below, I certify that:**

* I am authorized to propose on my company’s behalf.
* I am not currently an employee of the Town of Winterville.
* None of my employees or agents is currently an employee of the Town of Winterville.
* I am not related to any Town of Winterville employee or Elected Official within the community

Authorized Representative (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Note: If you cannot certify the above statements, please explain in a statement of explanation.***

**Contact Information:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Town: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alternate Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Software Demonstrations:**

Software demonstrations are targeted for the following dates. Please indicate your availability and date preference to provide software demonstrations in the event your proposal is elevated to software demonstrations. Elevated Offerors will be notified of the scheduled demonstration date when elevated.

|  |  |  |
| --- | --- | --- |
| **Week** | **Availability (Y/N)** | **Preference (1, 2, 3, No Preference)** |
| October 15 – 17 |  |  |
| October 22 – 24 |  |  |
| November 5 - 7 |  |  |

## Attachment 3 (Offeror Statement)

By submitting a proposal, the Offeror acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the Offeror to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work available. The Town is not responsible for any conclusions or interpretations made by the Offeror on the basis of the information made available by the Town.

The following addendums have been acknowledged and are included in our response. Proposals that do not acknowledge addendums may be rejected.

|  |  |
| --- | --- |
| **Addendum#** | **Initials** |
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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME OF AUTHORIZED AGENT (TITLE)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT DATE

## Attachment 4 (Scope of Proposal)

Identify the scope of the proposal and if the proposal contains software and services for each scope option. Scope options are defined in the RFP in section A and Section C.

**Software and Implementation Services:**

|  |  |
| --- | --- |
|  | Proposed |
|  | Not Proposed |

*Primary Software Firm* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Software Product Proposed*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Version \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Primary Implementation Firm* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Technology Services:**

|  |  |
| --- | --- |
|  | Hosting Services Proposed |
|  | Software as a Service Proposed |
|  | Not Proposed |

*Hosting Provider:*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Third Party Products/Services**

|  |  |
| --- | --- |
|  | Third Party Products/Services Proposed |
|  | No Third Party Products/Services Proposed |

*Firm*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Purpose* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Firm*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Purpose* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Firm*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Purpose* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Firm*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Purpose* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Firm*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Purpose* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Firm*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Purpose* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name of Individual / Firm Submitting Proposal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## Attachment 5 (Company Information)

Complete one form for **each firm** included in the proposal and include a **copy of financial statements for last 3 years**.

|  |  |  |
| --- | --- | --- |
|  | **Information Request** | **Offeror Response** |
|  | **Offeror Experience** | |
| **0** | Name of firm |  |
| **1** | Number of years in business: |  |
| **2** | Number of years providing systems/services to public sector: |  |
|  | **Current Customers** | |
| **3** | Number of clients using proposed software/services |  |
| **4** | Number of new customers in past 3 years |  |
| **5** | Number of clients using the exact product version as proposed |  |
|  | **About the Company** |  |
| **6** | Number of Employees:  Full-time? Part-time? Contract? |  |
| **7** | Describe your company’s corporate structure, e.g., public, private, governance, etc. |  |
| **8** | Company’s annual sales revenue and net income (loss) for the past 5 years? |  |
|  | **Information Request** | **Offeror Response** |
| **9** | Are there any outstanding lawsuits against your company? If so, please describe and explain what impact an unfavorable outcome would have on the company |  |
| **10** | Is your company currently involved in any discussions or negotiations to be acquired by another firm? If yes, please describe the status of the discussions / negotiations. If your company is actively engaged in being acquired, please describe the targeted timeframes related to the acquisition. |  |

## Attachment 6 (Customer Reference Form)

Using the following form, please provide at least three (3) and no more than five (5) references that match the following criteria:

* Customer is in the public sector
* Customer uses the same version solution as proposed
* Customers that have successfully gone live under your company’s purview ***within the last five years***
* Customers that have worked with the individual resources proposed for the Town of Winterville

If Offeror is unable to provide references that meet the above criteria, please provide an explanation as to why.

**GENERAL BACKGROUND**

**Name of Customer**:

**Contact Name:** **Title:**

**Phone:** **E-mail:**

**Solution components in use / version:**

**Summary of Project:**

**Number of Customer Employees:**  **Size of Operating Budget:**

**PROJECT SCOPE**

|  |  |
| --- | --- |
|  | ERP |

**TECHNOLOGY INFORMATION**

**Externally hosted / SaaS? Yes\_\_\_\_\_\_\_ No\_\_\_\_\_\_\_\_ If yes, hosting provider\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**IMPLEMENTATION INFORMATION**

**Project Duration (months):**

**Initial Go-Live date:**

**Describe Role on Project:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project Challenges:**

**Major Accomplishments:**  \_\_\_\_\_\_\_

## Attachment 7 (Information Technology Requirements and Information Requests)

The Town currently supports a variety of platforms and applications, though the majority of servers are MS Windows Server, Windows 8 and 10. We support MS SQL databases and we utilize SharePoint and other MS Office applications.

| **Ref #** | **Technical Requirement / Information request** | **Offeror Response** |
| --- | --- | --- |
|  | **Hosted / SaaS Options** | |
| 1 | Is system available through hosted model  (Town owns license; system hosted by Offeror) | Yes/No |
| 2 | Is the system available through SaaS model  (Town pays monthly service fee) | Yes/No |
| 3 | Is the system available through a managed services model (Town owns and hosts system; Offeror maintains system) | Yes/No |
| 4 | Where is the data center and disaster recovery data center located? |  |
| 5 | In the event your company is acquired or ceases operation, what is the procedure and timeframe for returning Winterville’s data and in what format would the Town’s data be returned? |  |
| 6 | Describe your procedures for providing your customers advance notification of major upgrades or system changes.  What process do you use to schedule implementation of the upgrades or changes to minimize operational disruption? |  |
| 7 | Has your company experienced any breach in data center, network, database, and / or application security in the past three years? If yes, please describe each incident – date, nature of the incident, Offeror’s response, customer communications and result. |  |
| 8 | Describe how you monitor network usage and your procedure for increasing and / or allocating network resources to meet increased usage. |  |
| 9 | What are your proposed operational Service Level standards?  How do you monitor Service Levels and how often to you report Service Level results to customers? |  |
| 10 | What is the expected average downtime per week for Offeror-controlled reasons, e.g., backups, patches, upgrades, etc.? |  |
| 11 | What are the internet bandwidth requirements for optimal performance? |  |

If hosting / SaaS services are proposed, please submit the standard Service Level Agreement (SLA). If the following information is not covered in the agreement, please provide information in the table provided. Also if not in the standard Service Level Agreement provided, please describe remedies proposed for failure to meet SLAs.

|  |  |  |  |
| --- | --- | --- | --- |
| **Service** | **Metric** | **Requirement/ Guarantee** | **Remedy if Not Met** |
| System Availability (Unscheduled Downtime) |  |  |  |
| Scheduled Maintenance Window |  |  |  |
| System Response (Performance) |  |  |  |
| Issue Response Time |  |  |  |
| Issue Resolution Time |  |  |  |
| System Data Restore |  |  |  |
| Implementation of System Patches |  |  |  |
| Notification of Security Breach |  |  |  |
| Please list other proposed service levels |  |  |  |

| **Ref #** | **Technical Requirement / Information request** | **Offeror Response** |
| --- | --- | --- |
|  | **Town hosted solution** | |
| 1 | Is the system available to be hosted by the Town? | Yes/No |
| 2 | Optimal and minimum network requirements |  |
| 3 | Optimal and minimum database software and requirements, including freeware, printer drivers, etc.? Versions? |  |
| 4 | Optimal and minimum server requirements – operating system, sizing, versions, etc. |  |
| 5 | Is the application supported under VMware? Version(s)? If yes, how many customers are currently running VMware? Does the server need to be pinned? |  |
| 6 | Can the application be installed and maintained using Remote Desktop Services or other remote support tools? |  |
| 7 | Optimal and minimum desktop (client) requirements |  |
|  | **Software release process** | |
| 8 | What is your frequency and process for new software upgrades / releases, e.g., planning, scheduling, notification, distribution / implementation? |  |
| 9 | What latitude do your customers have regarding adoption of the upgrades or changes? |  |
| 10 | Are software upgrades included in the maintenance costs? |  |
| 11 | What is the estimated average time and cost to your customers associated with implementing a new software upgrade / release? |  |
| 12 | Describe how software patches, upgrades and major releases are distributed to your customers for installation, e.g., auto-upgrade at log-in, etc. |  |
| 13 | What is your expected software release schedule for the next two years – frequency / dates and content? |  |
| 14 | What software upgrades are not included in the maintenance costs?  What are the time and costs to Town for implementing those upgrades? |  |
| 15 | Describe the process for updating and/or certifying the application when new releases of 3rd party software becomes available (e.g., new releases of Windows, IE) |  |
|  | **Support, warranty & maintenance** | |
| 16 | Describe the warranty that comes with the purchased system. When does the warranty begin and end? |  |
| 17 | Detail the process for response to calls for service. |  |
| 18 | What are the hours of support, expected response time for calls for service, and escalation process for problems? |  |
| 19 | Describe the maintenance contract that comes with the purchased system. |  |
| 20 | Do your support personnel typically interact with your customer’s information technology personnel or end-user personnel? |  |
| 21 | Describe Town and Offeror roles and responsibilities for on-going support. |  |
| 22 | Describe recommended staff size and skillsets for Town to perform the on-going support roles and responsibilities. Is configuration expertise considered by the Offeror to be an IT function or that of the Administration & Finance department? |  |
| 23 | Town expects that the proposed system will respond to all on-line queries within an average of three (3) seconds or less, 95% of the time. Hardware proposed should be adequate to reach that goal. Please state any assumptions and factors that will guarantee the system response times and the methodology for performance measurement used to guarantee the required performance. |  |
| 24 | Describe on-going end user support offerings such as Users’ Groups, release training, etc. |  |
|  | **Application Security Management** | |
| 25 | What security tools are provided in software? |  |
| 26 | Explain active directory integration |  |
| 27 | Explain single sign on capabilities, including how single sign on would work with any proposed third-party software |  |
| 28 | Does your application require DBA or SA rights be granted? |  |
| 29 | Does your application require authentication for access to data? |  |
| 30 | Can administrative login(s) to application have strong passwords? |  |
| 31 | Can the application force a password change at the first login? |  |
| 32 | Does the application allow for multiple logons for the same user at the same time? |  |
| 33 | Does the application maintain and control password history? |  |
| 34 | Does the application log contain credentials (passwords, etc.)? |  |
| 35 | Does the application provide centralized logging support, such as logging to syslog, included in the application? |  |
| 36 | What system privileges are necessary for the application to run?  Detail whether the application runs only with those privileges needed to operate. |  |
| 37 | Describe how the application would address each of the following security-related events. Please note whether the application logs detail such as user and process IDs causing the event and timestamps.   1. Success or failure of attempt to access security file 2. Success or failure of event 3. Seriousness of event violation 4. Success or failure of login attempts 5. Denial of access resulting from excessive number of failed login attempts 6. Blocking or blacklisting of a User ID, terminal, or access port and reason for the action 7. Activities that might modify, bypass or negate security safeguards controlled by the application |  |
| 38 | Does the application have the ability to log changes to user privileges and to log access to sensitive data in an individually identifiable way? |  |
| 39 | If the solution is web-based, describe your Web Application firewall configuration and features. |  |
|  | **Support** | |
| 40 | Describe process for installing patches and updates |  |
| 41 | Describe process for roll-back of patches and updates if major functionality is broken as a result of the patch and/or update |  |
| 42 | Add – support in US or specify location(s) and services if any off-shore |  |
|  | **Access to Data** | |
| 43 | Describe the Town’s ability to access data through reporting tools with a SaaS / hosted system. Also explain how the Town can get direct access to the database. |  |
|  | **Reporting & Analytics** | |
| 44 | Does the software come with a report writer and / or analytics toolset? (specify) |  |
| 45 | Does the report writer utilize a separate database? |  |

## Attachment 8 (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, etc.) |  |
| How many versions are currently supported? |  |
| With what frequency does the Offeror conduct health/functionality checks with its clients after Go-Live? |  |
| **Telephone Support:** | |
| Days / Hours available (and time zone) |  |
| Problem Reporting and Resolution Procedures |  |
| Severity definitions and response time for levels of severity |  |
| **User Groups:** | |
| Local and/or National User Group |  |
| User Group Members (number) |  |
| **Third Parties:** | |
| Support provided for third party products? |  |

**Additional Attachments.**

## Attachment 9 (Staffing)

## Attachment 10 (Functional Requirements)

## Attachment 11 (Cost)

## Attachment 12 (Data Conversion)

## Attachment 13 (Interface Requirements)

## Attachment 14 (Certificate of Insurance)