

# **County of Boone, Missouri**

## **Request for Proposal**

**for the**

## **ERP System Selection Project 03-13APR17**



**Issue Date: March 9, 2017**

**Pre-Proposal Meeting (Non-Mandatory): March 23, 2017**

**Closing Date: April 13, 2017**

# Proposal Submission

**Proposal Due Date:** County: April 13, 2017

**Submit to County:** 1 printed, signed, original technical and cost proposal and signed addenda,  
4 copies of original technical proposal and cost proposal,  
1 CD containing an electronic version of the technical proposal and cost proposal and any supporting documentation, including the following files:  
Boone County ERP System Selection Project 03-13APR17 - Specifications.xlsx  
Boone County ERP System Selection Project 03-13APR17 - Vendor Forms.docx  
Boone County ERP System Selection Project 03-13APR17 - Pricing Forms.xlsx

Send to:

**Melinda Bobbitt, CPPO, CPPB Director of Purchasing**  
613 E. Ash Street, Columbia MO 65201  
Phone (573) 886-4391 Fax (573) 886-4390  
mbobbitt@boonecountymo.org

**Important Notice:**

**Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from Vendors regarding the requirements of this RFP shall be directed to:**

**Melinda Bobbitt, CPPO, CPPB Director of Purchasing**  
613 E. Ash Street, Columbia MO 65201  
Phone (573) 886-4391 Fax (573) 886-4390  
mbobbitt@boonecountymo.org

The County, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. Any other information of any kind from any other source shall not be considered official, and Vendors relying on other information do so at their own risk.

**Table of Contents**

- 1 Introduction .....7**
  - 1.1 Overview..... 7
  - 1.2 County Background ..... 7
    - 1.2.1 County Personnel Responsible for Finance-Related Activities ..... 8
  - 1.3 Current Application Environment..... 10
  - 1.4 Current Technical Environment..... 15
    - 1.4.1 Summary of Network and Computing Environment ..... 15
    - 1.4.2 County Technical Standards ..... 17
  - 1.5 Other Planned Technology Initiatives ..... 18
  - 1.6 Expected Scope of System Solution ..... 18
  - 1.7 Summary of Key Transaction Volumes ..... 19
  - 1.8 Overall Evaluation Process ..... 23
- 2 Vendor Proposal Guidelines.....25**
  - 2.1 Intent..... 25
  - 2.2 Deadline for Proposals..... 25
  - 2.3 Preparation of Proposals..... 26
  - 2.4 Requirements for Signing Proposal..... 26
  - 2.5 RFP Clarifications and Questions ..... 27
  - 2.6 Vendor Pre-Proposal Meeting ..... 27
  - 2.7 Consideration of Proposals ..... 27
  - 2.8 Basis for Award, Evaluation Criteria and Questions ..... 28
  - 2.9 Ambiguity, Conflict, or Other Errors in the RFP ..... 28
  - 2.10 Confidential Information ..... 28
  - 2.11 Confidentiality Statement ..... 28
  - 2.12 Award of Contract ..... 29
  - 2.13 Tax Exempt Status and Delivery ..... 29
  - 2.14 Reserved Rights ..... 29
  - 2.15 Advertising ..... 29
  - 2.16 Trademarks..... 29
  - 2.17 Right to Request Additional Information ..... 29
  - 2.18 Right of Partial Award ..... 29
  - 2.19 Proposal Preparation Costs ..... 30
  - 2.20 System Design Costs..... 30
  - 2.21 Pricing Eligibility Period..... 30
  - 2.22 Additional Charges..... 30
  - 2.23 Turnkey Solution ..... 30
  - 2.24 Purchase Quantities..... 30
  - 2.25 Rights to Pertinent Materials ..... 30
  - 2.26 Insurance Requirements ..... 31
  - 2.27 Receipt and Opening of Advertised, Sealed Proposals ..... 31
  - 2.28 Withdrawal of Proposals: ..... 31
- 3 Proposal Response Format .....32**
  - 3.1 Executive Summary (Section 1) ..... 33
  - 3.2 Company Background (Section 2) ..... 33
  - 3.3 Application Software (Section 3) ..... 33
  - 3.4 Technical Infrastructure (Section 4) ..... 34

3.5	Vendor Hosted Option (Section 5)	35
3.6	Implementation Plan (Section 6)	35
3.6.1	General Implementation Approach (Subsection 6.1)	36
3.6.2	Project Management Approach (Subsection 6.2)	36
3.6.3	Hardware, Software and Storage Design and Installation Consulting (Subsection 6.3)	37
3.6.4	Data Conversion Plan (Subsection 6.4)	37
3.6.5	Report Development (Subsection 6.5)	38
3.6.6	Integrations and Interfaces (Subsection 6.6)	38
3.6.7	Training (Subsection 6.7)	38
3.6.8	Change Management Approach (Subsection 6.8)	39
3.6.9	Testing (Subsection 6.9)	39
3.6.10	Operational Redesign (Subsection 6.10)	40
3.6.11	System Documentation and Manuals (Subsection 6.11)	40
3.6.12	Disaster Recovery Plan (Subsection 6.12)	40
3.6.13	Knowledge Transfer (Subsection 6.13)	40
3.7	Staffing Plan (Section 7)	40
3.8	Ongoing Support Services (Section 8)	41
3.9	Functional System Requirements (Section 9)	41
3.10	Client References (Section 10)	41
3.11	License and Maintenance Agreements (Section 11)	41
3.12	Exceptions and Deviations (Section 12)	42
3.13	Other Required Forms and Attachments (Section 13)	42
3.14	Cost Proposal (Section 14)	42
3.15	Addenda (Section 15)	43
<b>4</b>	<b>Functional Requirements</b>	<b>44</b>
4.1	Introduction	44
<b>5</b>	<b>Contract Terms &amp; Conditions</b>	<b>46</b>
5.1	Scope of Agreement	47
5.2	Documentation	48
5.3	Incorporation by Reference	48
5.4	Entire Agreement Clause	48
5.5	Applicable and Governing Law Clause	48
5.6	Wording Conflicts	48
5.7	Standard Forms and Contracts	48
5.8	Grant of License	49
5.9	Use of Licenses by Personnel Who Are Not Employees	49
5.10	Replication of Software	49
5.11	Disaster Recovery & Disaster Recovery Testing	49
5.12	Term and Termination Clause	49
5.13	Warranty	50
5.14	Year 2000 Warranty	51
5.15	Continuity of Warranty	51
5.16	Disclaimers and Limitations of Remedies	51
5.17	Intellectual Property	51
5.18	Indemnification	52
5.19	Patents, Copyrights, and Proprietary Rights Indemnification	52
5.20	Insurance	53
5.21	Unlimited Liability for Software Vendor Infringement	55
5.22	Freedom of Information Act	55

5.23 Confidentiality ..... 55

5.24 Title and Confidentiality..... 55

5.25 Identification of Parties to the Agreement Clause..... 56

5.26 Notices Clause..... 56

5.27 Agreement Extension and Modification Clause ..... 56

5.28 Contract Extension..... 57

5.29 Changes in Agreement ..... 57

5.30 Survival Clause ..... 57

5.31 Risk During Software Installation ..... 57

5.32 Subcontractors..... 57

5.33 Control of Sub-Contractor, Project Team and Project Manager Designation ..... 58

5.34 Effect of Regulation..... 58

5.35 Assignments ..... 58

5.36 Vendor as Independent Contractor ..... 59

5.37 Advertisement..... 59

5.38 Password Security ..... 59

5.39 Project Schedule and Acceptance. .... 59

5.40 Programming Services..... 59

5.41 Acceptance Testing ..... 60

5.42 Professional Services Warranty ..... 62

5.43 Ineffective Training..... 62

5.44 Subcontracts..... 63

5.45 Non-Performance Escalation Procedures ..... 63

5.46 Force Majeure Clause..... 63

5.47 Force Majeure Requisites ..... 63

5.48 120 Day Maximum ..... 63

5.49 Right of Cancellation..... 64

5.50 Liquidated Damages ..... 64

5.51 Pricing..... 64

5.52 Change Orders ..... 64

5.53 Payment Terms ..... 64

5.54 Right to Withhold Payment..... 65

5.55 Travel Expense Reimbursement..... 65

5.56 Funding Out..... 65

5.57 Non-Collusion ..... 66

5.58 Conflict of Interest..... 66

5.59 Maintenance and Support Services ..... 66

5.60 Annual Maintenance and Support Fees ..... 66

5.61 Resolution and Response Time Warranty..... 66

5.62 Termination of Annual Maintenance and Support ..... 67

5.63 Source Code Escrow ..... 67

5.64 Video and Audio Recording ..... 68

5.65 Federally Mandated Changes ..... 68

5.66 Future Releases/Upgrades ..... 68

5.67 Solution Longevity..... 68

5.68 Successor Software Products ..... 68

5.69 Functionality Replacement..... 69

5.70 Right to Outsource ..... 69

5.71 Vendor Merger or Acquisition..... 69

March 8, 2017

5.72 Equal Opportunity Employment/Nondiscrimination Policy ..... 69

**6 Contract Terms & Conditions Compliance Checklist ..... 71**

6.1 Contract Terms and Conditions – Exception Explanations ..... 73

**7 Proposal Forms ..... 74**

7.1 Introduction ..... 74

7.2 Proposal Signature Form ..... 75

7.3 Non-Collusion Affidavit..... 76

7.4 Minimum Criteria ..... 77

7.5 Company Background Form ..... 78

7.6 Technical Requirements Form ..... 80

7.7 Vendor Hosting Form ..... 82

7.8 Project Management Approach Form..... 83

7.9 Report Development Form..... 83

7.10 Training Form ..... 83

7.11 Staffing Plan Form ..... 83

7.12 Ongoing Support Services Form ..... 85

7.13 Client Reference Form ..... 88

7.14 Pricing Forms..... 89

7.15 E-verify Document ..... 90

7.16 Certification Regarding Debarment ..... 92

**Anticipated Timeline Overview**

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

<b>Milestone</b>	<b>Timeframe</b>
RFP issuance	March 9, 2017
Vendor pre-proposal meeting	March 23, 2017 2:00 p.m. Central Time
Deadline for clarification questions	March 31, 2017
County distributes responses for Vendor RFP clarification questions	April 4, 2017
Vendor proposals due	April 13, 2017, 1:00 p.m. Central Time
Notification of demonstration dates	May 2017
Demonstrations of software	June 2017
Site Visits and other due diligence	Summer 2017
Contract negotiations and award	Fall 2017
Goal for ERP Go-Live	Fall 2019

## 1 Introduction

### 1.1 Overview

The County of Boone, Missouri is interested in soliciting proposals for an Enterprise Resource Planning (ERP) software solution. Proposals shall be submitted from qualified providers of municipal software whose product offering meets or exceeds current County requirements and whose complete product offering provides a robust solution set that will allow the County to continue to leverage this investment well into the future as the needs of the County grow and evolve.

The visual on the following page depicts the solution set of software that the County is considering for purchase as part of this solicitation as follows:

- **Core Functionality** - County intends on replacing this software as part of this project
- **System Interfaces** – Current County software where integration is needed
- **Outside Agency/3rd Party Interface** – Interfaces desired with outside agencies

The following definitions are used in the RFP:

- **Client or County** means the County of Boone, Missouri
- **Plante & Moran, PLLC**: The County's consultant and co-project manager for the project.
- **Vendor** means a firm, company or organization submitting a proposal in response to this RFP.
- **ERP, ERP System Selection Project 03-13APR17**, the system or software means the software solution that the successful Vendor responding to this RFP will be responsible for providing
- **xxxx or ##** are figures in the Terms and Conditions that will be negotiated as part of the contract process.

### 1.2 County Background

The County of Boone, Missouri, established in 1821, is a fast-growing first class non-charter county located in central Missouri along the I-70 corridor between Kansas City and St. Louis. The County has a population of approximately 173,000, spans 685 square miles, and contains several population centers including cities, towns, villages and small communities. The County's largest city and county seat, Columbia, serves as a regional commercial, medical, and educational center.

The County's IT Department is structured to support all County Offices and Departments. The centralized IT Staff consists of a full service customer driven helpdesk, seven full time software developers, project manager, network and infrastructure support personnel along with a well-established GIS program. County employees have full access to IT services from deskside support on purchased and internally developed applications all the way to custom software development

projects. The IT Department also manages print services, mail services and has internal administrative support staff.

The County is using an internally-developed system that was developed in COBOL and operates on an AS400 platform for its financial management system. For payroll, the County has another internally-developed system, which posts summary transactions to the general ledger via the journal entry program but is not otherwise integrated into the financial system and was not part of the Business Process Review (BPR) discussion. Public Works uses Cartegraph for tracking its projects, and Sympro is used for the County's investment tracking system, which interfaces manually into the general ledger and includes a process to review and approve what will be posted. Karpel is used by the County Prosecuting Attorney's office with some integration into the AS400 system. The interface between the two systems was built by the County and is used for the purpose of collecting data from Karpel to write checks. Last, m-Power is used as a report writing tool and relied on heavily to extract data from the AS400 system.

While the system has worked well and has been custom developed to meet the County's exact requirements, there have been some limitations and challenges with the internally-developed system that has led the County to consider implementing a commercial off-the-shelf (COTS) solution. For example, the department deemed to be the primary "owner" of the custom software bears significant responsibility for software design, testing, and training. This requires considerable time and effort and takes focus away from the department's core responsibilities. Additionally, while the system meets exactly what is requested of it, the County acknowledges they may be limiting themselves as they may not be aware of the latest innovations and/or best practices. This may also result in weaker internal controls.

County contracted with Plante Moran in 2016 to assist with the evaluation and selection of an ERP solution provider.

## **1.2.1 County Personnel Responsible for Finance-Related Activities**

### **1.2.1.1 Payroll activities**

The elected **County Clerk** is responsible for the County's bi-weekly payroll activities. County offices submit payroll requisitions and time sheets to the Clerk's Office for review and processing. The Clerk is also responsible for payroll reporting and issuing W-2 forms. Payroll disbursements (checks and ACH) are handled by the elected **County Treasurer**. The elected **County Auditor** reviews, approves, and posts payroll-related transactions to the General Ledger.

### **1.2.1.2 Treasury and investment activities**

The elected **Treasurer** is responsible for receipting and disbursing funds, administering day-to-day banking and investment activities for the County's pooled cash and investments, and for administering the County's long-term debt activities. Regarding cash receipts: some are deposited directly into the County's bank account, some are remitted directly to the Treasurer's Office, and other amounts are collected at individual offices and subsequently turned over to the Treasurer. The Treasurer is also responsible for administering numerous fiduciary funds. In addition, the Treasurer issues Procurement Cards, trains cardholders, and manages the authorization limits for cardholders.

### **1.2.1.3 Accounting, budgeting, and financial reporting activities**

The elected **County Auditor** is responsible for the County's General Ledger; financial accounting and reporting activities; preparing the County's published financial statements and administering the



annual financial audit; managing the vendor file, accounts payable, and 1099 reporting; issuing purchase orders; reviewing, approving, and posting monthly procurement card activity; preparing and publishing the annual budget; and maintaining the County's property records and conducting annual physical inventories. The County Auditor certifies contracts and certifies payment requests for disbursement. The County Auditor establishes the Master Position File (MPF) for each budget year and reviews and certifies personnel transactions against the MPF. The County Auditor has statutory authority to conduct audits of financial activities and transactions as needed.

#### **1.2.1.4 Property tax collection and disbursement:**

The elected **Collector of Revenue** is responsible for billing, collecting, and disbursing property taxes and various fees and licenses. The County Auditor reviews and countersigns all Collector receipt and disbursement activity and reviews monthly bank and investment reconciliations. *The Collector of Revenue currently operates self-developed software for billing, collecting, and disbursing activities. This software interfaces with the County's General Ledger and is **excluded** from the scope of this ERP project.*

#### **1.2.1.5 Court costs, fines, and fee collection and disbursement**

The elected **Circuit Clerk** is responsible for collecting and disbursing all court-related fines, penalties, and court costs using financial software provided by the Missouri's Office of State Court Administration (OSCA). *This software does not interface with the County's General Ledger and is **excluded** from the scope of this ERP project.*

#### **1.2.1.6 Human Resources**

The department of **Human Resources and Risk Management** provides support to the County's elected officials and directors by maintaining the County's employee classification and pay plan; providing assistance with job posting and recruitment; and administering the County's employee benefit programs. As previously noted, the elected County Clerk is responsible for payroll activities and the elected County Auditor is responsible for the Master Position File (positions authorized in the annual budget). The director of HR is appointed by and reports to the County Commission.

#### **1.2.1.7 Procurement Activities:**

The **Purchasing Department** is responsible for competitively procuring materials, supplies, etc. for County operations when the cost exceeds the statutory threshold, currently \$6,000. This is accomplished through countywide term and supply contracts which are utilized by one or more departments as well as through single-purchase contracts. Individual departments handle their own procurement processes where the cost is less than the statutory threshold. The director of Purchasing is appointed by and reports to the County Commission.

#### **1.2.1.8 Disposal of County Property:**

The Purchasing Department is responsible for disposing of all county property.

#### **1.2.1.9 Decentralized structure**

The County's operational functions are carried out in a highly decentralized structure.

1.3 Current Application Environment

<b>*Legend for Current Applications</b>		
<b>Legend Code</b>		<b>Description</b>
R	Replacement	The County is intending on replacing this application with the selected solution.
C	Consider	The County is considering replacing this application with the selected solution, based on the strength of the finalist Vendor offering and cost / benefit of the replacement module
M	Maintain	The County is intending on retaining the application, not replacing it thru this effort
I	Interface	The County is intending on keeping the application and interfacing/integrating it with the selected solution.

<b>Current ERP Application</b>	<b>Application Notes/Description</b>	<b>Departmental Owner</b>	<b>Likely Future?*</b>	<b>Expected ERP Module</b>
<b>Accutime</b>	Timeclock software	Public Works	M/I	Interface to Payroll / Timekeeping
<b>Appraisal Software</b>	In-house Appraisal Software	County Assessor	M	N/A
<b>Apricot</b>	Solution used by the County, City of Columbia, and United Way to receive proposals.	Community Services	M/I	Bid and RFP interface to purchase model.
<b>AS 400 Internally Developed Software</b>	Accounting/General Ledger Budgeting Financial Reporting Procurement Activities Human Resources & Risk Mgmt. Payroll Fixed Assets	Multiple Departments	R	Accounts Payable Bank Reconciliation Budgeting Cash Receipting Contract Management Fixed Assets General Ledger Human Resources Misc. Invoicing and Billing Payroll Project and Grant Accounting Purchasing/Procurement
<b>Cal Amp GPS</b>	Data collection and management tool	Public Works	M	N/A

March 9, 2017

County of Boone, Missouri  
ERP System Selection Project

<b>Current ERP Application</b>	<b>Application Notes/Description</b>	<b>Departmental Owner</b>	<b>Likely Future?*</b>	<b>Expected ERP Module</b>
<b>Cartegraph</b>	Asset management software	Public Works	M	N/A
<b>Collective Data</b>	Fleet management software	Public Works	M/I	interface to AR for invoicing
<b>Collector's System (AS 400 Internally developed software)</b>	Tax Collection and Distribution	Collector	M/I	Interface to GL
<b>Commissary</b>	Inmate accounts	Sherriff	M/I	Interface to GL for financial data
<b>Court's Budget Program</b>	Developed by Court IT	Court Administrator	C/I	Budgeting
<b>Esri</b>	GIS	IT	M	N/A
<b>Only listed Excel Spreadsheets that will be replaced with ERP</b>				
<b>Excel - Budget</b>	Track department's budget	Multiple Departments	R	Budgeting
<b>Excel - Budget Revision Log</b>	Track status and details of budget revisions and amendments	Multiple Departments	R	Budget
<b>Excel - Change Order Log</b>	Tracking status and details of contract change orders	Multiple Departments	R	Purchasing
<b>Excel - Claims Tracking</b>	Tracks information related to employee claims	Human Resources	R	Human Resources
<b>Excel - Contract Logs</b>	Tracks status of contracts routed through the Auditor's office for approval (not all contracts); tracks status of contracts routed through Legal (all contracts)	Auditor and Legal	R	Contract Management
<b>Excel - Contract Tracking</b>	Spreadsheet to track all contract expiration dates, as well as insurance information	Multiple Departments	R	Contract Management
<b>Excel - Depreciation Tracking</b>	Tracks depreciation for each month that is used for balancing	Auditor	R	Fixed Assets
<b>Excel - FMLA Tracking</b>	Spreadsheet to track FMLA	Emergency Management	R	Human Resources
<b>Excel - Fuel Usage Invoicing</b>	To track invoicing for fuel usage and then invoicing monthly based on usage	Public Works	R	Accounts Receivable and Cash Receipting

March 9, 2017

County of Boone, Missouri  
ERP System Selection Project

<b>Current ERP Application</b>	<b>Application Notes/Description</b>	<b>Departmental Owner</b>	<b>Likely Future?*</b>	<b>Expected ERP Module</b>
<b>Excel - Grant Accounting</b>	Spreadsheet to perform grant accounting and tracking funded agencies	Multiple Departments	R	Project and Grant Accounting
<b>Excel - Insurance, Worker's Comp, and FMLA Tracking</b>	Tracks information related to insurance, worker's comp, and FMLA	HR/Risk Management	R	Human Resources
<b>Excel - inter-governmental agreements</b>	Tracking the invoicing and payment of the inter-governmental agreements	Resource Management	R	Accounts Receivable and Cash Receipting
<b>Excel - Invoice Tracking</b>	To reconcile accounts payable	Prosecuting Attorney & Court Administrator	R	Accounts Payable
<b>Excel - IT Requests</b>	Tracking IT requests from all departments and consolidates into one class 9 spreadsheet of all county-wide technology requests	IT	R	Budgeting
<b>Excel - Project Accounting</b>	Spreadsheet to perform project accounting and tracking	Multiple Departments	R	Project and Grant Accounting
<b>Excel - Software Contracts</b>	Tracking maintenance contracts for software	IT	R	Contract Management
<b>Excel - Timesheet</b>	Track employees time	Multiple Departments	R	Timekeeping
<b>Fuel Master</b>	Cost accounting/inventory for fuel dispensed	Public Works	M	N/A
<b>HVAC Monitoring</b>	Allows staff to monitor HVAC equipment via computer	Facilities, Maintenance, Housekeeping	M	N/A
<b>Inventory System/WASP</b>	Joint Communications brought this inventory system with them which tracks fixed assets and other items	Joint Communications	M/I	Assets Management/Physical Inventory
<b>iRecord/invoicing</b>	County: track invoices and payments	Recorder's office	M/I	Accounts Receivable and Cash Receipting
<b>Jury</b>	In-house system from state	Court Administrator	M/I	Interface to Accounts Payable juror payments

<b>Current ERP Application</b>	<b>Application Notes/Description</b>	<b>Departmental Owner</b>	<b>Likely Future?*</b>	<b>Expected ERP Module</b>
<b>Karpel</b>	Case management software	Prosecutor's Office	M/I	interface to GL for cash receipting transactions and to AP for check processing
<b>Lotus Notes</b>	Asset Tracking (assets assigned to Court)	Court Administrator	R	Fixed Assets
<b>MACK System</b>	Receives cases to establish court orders which require enforcements	Prosecuting Attorney	M	N/A
<b>Maintenance Connection</b>	Facilities management software	Multiple Departments	M/I	Interface when inventory purchases are received
<b>Only listed m-Power applications that will be replaced with ERP</b>				
<b>m-Power - Asset Tag Log</b>	Asset tag logging system that directly updates the AS400 fixed asset module	Multiple Departments	R	Fixed Assets
<b>m-Power - Financial Reporting</b>	Tool to extract data from AS400 files for budgetary and financial reporting into Microsoft Excel. This also schedules these reports to be emailed on a recurring basis.	Multiple Departments	R	General Ledger & Budgeting
<b>m-Power - Fixed Assets</b>	Fixed asset tracking system that directly updates the AS400 fixed asset module	Auditor's Office	R	Fixed Assets
<b>m-Power - Fixed Assets lookup</b>	Fixed asset inquiry system to find items based on filters	Multiple Departments	R	Fixed Assets
<b>m-Power - HR Data</b>	To track employer/HR data	Human Resources	R	Human Resources
<b>m-Power - Job Applications</b>	Applicant tracking system linked to the legacy ERP database	Multiple Departments	R	Applicant Tracking
<b>m-Power - Receipting</b>	Tracks receipts for permits and inspections	Resource Management	R	Cash Receipting
<b>MS Access Database - Personnel database</b>	Contact information, hiring and pay data, CAD IDs, Training Records	Joint Communications	R	Human Resources

<b>Current ERP Application</b>	<b>Application Notes/Description</b>	<b>Departmental Owner</b>	<b>Likely Future?*</b>	<b>Expected ERP Module</b>
<b>MS Access Database - Supervisor Exceptions for time</b>	Used to produce supervisor exceptions to weekly plan sheet	Public Works	R	Payroll / timekeeping
<b>Replicon</b>	Web-based timekeeping system used by inspectors and engineers.	Resource Management	M/I	interface with Payroll/timekeeping
<b>RVI</b>	Document imaging software Contracts	Multiple Departments	C/I	interface with all ERP modules
<b>Schedule Express</b>	Scheduling software	Joint Communications	R	Payroll / Scheduling
<b>SIMS</b>	Security software	Public Administrator	M	N/A
<b>SunGard CAD, RMS, and JMS</b>	Software for the Sheriff's department, including mobile functionality. Implementation is in progress; however, the solution is not installed.	Sheriff	M/I	Interface to GL for financial data And Human Resources for personnel data
<b>Sympro</b>	Investments	Treasurer	M/I	interface to G/L
<b>Track-It!</b>	IT help desk software	IT	M	N/A
<b>County Website Bidding System</b>	Bid notification system	Purchasing	C	Bid software

## 1.4 Current Technical Environment

The County has established technology standards and would prefer to adhere to them as part of the implementation of the ERP System Selection Project 03-13APR17. The tables below provide Vendors with a current summary of the County's network and computing environments, and standards.

As part of the proposal process Vendors will be required to submit significant technical detail about the proposed solution detailed in **section 3.4** of this RFP. In preparing responses, Vendors must remain diligent in referencing this table to assure that responses clearly identify:

- Areas of known or potential conflict between the Vendors proposed solution and the County's defined environments
- Recommendations of how best to implement and operate the proposed solution within the County's defined environments

### 1.4.1 Summary of Network and Computing Environment

The County of Boone (the County) Information Technology Department is a centralized service department with oversight of all county technology services. There are 7 sites where they provide internet, LAN/WAN, desktop computer, a mixture of telephone services and server access to County data and software that is housed at the Government Center Building and Emergency Communications Center. The 7 sites are inter-connected with a 10 GB fiber connection at each site. The network infrastructure is built and maintained by County IT Staff to best practices and protected by Firewalls, Web Application Firewalls, Anti-Virus, Anti-Malware, Anti-Spyware, and various other network security devices.

Email is hosted by Microsoft 365 and is archived in real-time.

The data center primarily consists of virtual Servers running Windows 2008, 2012 and an IBM i (AS400) that currently runs the legacy ERP product. The servers for this project have not been purchased yet and will be virtual servers. Microsoft SQL is present in this environment in MS SQL Server 2012 SP2 version. The County has a hybrid environment of virtualized and non-virtualized servers of which include an IBM i (AS/400). All systems and software are monitored in real-time with email/text notifications to County IT staff from both internal and external sources. Backups are currently performed using disk to disk to tape and then tapes are sent offsite.

All workstations range in age from 1-5 years. These workstations are imaged, managed, and updated using Microsoft Services, WSUS, GPO or manual engagement. Multiple browsers are in use on these workstations.

Topic	Description
Data Center	<p>Redundant HVAC systems are used for temperature and humidity control.</p> <p>HVAC systems are tied to the generator with dedicated 24x7 cooling.</p> <p>Access to the data center is restricted via door access control system, Video cameras monitor entrances.</p> <p>An Inert Gas Fire Suppression System protects the data center.</p>
Data Network	<p>The County contains 7 sites and all are connected to the network.</p> <p>The network is a fiber network ring that connects all buildings, with a 10GB backbone.</p> <p>This topology provides redundancy, resiliency, and alternate pathways to the data Center</p> <p>The users report that the network is very reliable and has few issues. It has a very high reliability above 99%.</p> <p>The Data Network supports Data, VoIP, Door Access Control, Apps, Video, and GIS which constitutes a great utilization of technology and economies of investment.</p> <p>Sufficient Network Capacity for the new ERP Application</p>
Internet/Cloud Connectivity	<p>Multiple pathways for accessibility to the internet are planned. Single internet path in place currently.</p> <p>Each site is connected to a county wide fiber ring which provides internet connectivity.</p> <p>Sufficient Bandwidth to the Internet. Current service is 1Gbps, with 800mpbs though put.</p>
Server & Network Administration	<p>Servers are "Enterprise-Class" style servers.</p> <p>Servers exist on UPS units and generator power. Server hardware contains dual power supplies with cross connects to diverse UPS sources.</p> <p>Servers for this project have not been purchased and will be sized sufficiently for the implementation. Server planned to purchase end Q1 and Q2 install.</p> <p>Windows 2008, and Windows 2012 are all used in the environment.</p> <p>Servers are physically secure and located in an access controlled data center.</p> <p>Majority of Servers are in a cluster or load balanced, with redundant hardware.</p> <p>Majority of Servers are virtualized and configured for redundancy and failover.</p> <p>Consolidated Storage system is due to be replaced in 2017 along with server purchase.</p> <p>Service Packs updates are applied on an internally defined schedule.</p> <p>New Servers and Storage will need to be evaluated during the award process.</p>



Topic	Description
Storage & Backup Environment & Disaster Recovery	<p>Disk to Disk and Disk to tape backups are used with replication from disk to tape for archival and removal from premises.</p> <p>There is a full encrypted backup performed Daily, Weekly and Monthly. Backup window varies by system.</p> <p>The backup tapes are kept offsite.</p> <p>Copies of backups retained for longer than 1 year. Tape to disk backups are verified every time.</p> <p>Bare Metal Restore is utilized and tested.</p>
User Administration	<p>Formal process for creation, deletion, and access of user accounts.</p> <p>User Accounts are audited on regular basis and defunct accounts removed.</p> <p>Shared access to services/shares are audited on a regular basis.</p> <p>2 Factor Authentication is utilized.</p> <p>Passwords and password complexity rules/age requirements vary. Public Safety is CJIS compliant.</p>
Applications	Browsers: Internet Explorer/Chrome/Fire Fox/Safari.

**1.4.2 County Technical Standards**

Item	Technical Standard
Backup solution	Disk to Disk, Disk to Tape: Unitrends
Business application environment	Microsoft Office 365
Desktop hardware	HP
Desktop operating system	Windows 7 and Windows 10
Email system	Office 365
Firewall	Checkpoint
Imaging/content management system	RVI Real Vision Document Imaging Solution
Internet browser	Internet Explorer/Chrome/Fire Fox
Web Content Management	End Users, Adobe Contribute, Developers: Various tools
Relational databases	MS-SQL, DB2400
Report writer	m-Power Productivity
Server hardware	HP
Server operating system	Windows 2008/2012, IBM i (OS/400)

March 9, 2017

---

## 1.5 Other Planned Technology Initiatives

Virtual Server Hardware being replaced FY 2017

Public Safety systems being upgraded / replaced

- 911 Computer Added Dispatch – Expected completion Q4 2017
- Law Enforcement Records Management System – Expected completion Q4 2017 / Q1 2018
- Jail Management System – Expected completion Q4 2017 / 2018

Replacement of facility data cabling in Boone County Government Center in FY 2017

Replacement of phone system in Boone County Government Center FY 2018

## 1.6 Expected Scope of System Solution

The County is requiring that responding vendors propose a complete ERP solution, including software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor.

The following definitions should be considered relative to the list below:

- **Core:** Components of the solution that MUST be responded to by Vendors in the RFP.

An outline of the required software system solution has been provided as follows:

### Software:

Core Application Software:

- Accounts Payable
- Bank Reconciliation
- Budgeting
- Cash Receipting
- Contract Management
- Fixed Assets
- General and Technical
- General Ledger
- Human Resources
- Misc. Billing, Invoicing & AR
- Payroll
- Project and Grant Accounting
- Purchasing
- Time and Attendance
- Any other necessary software components to support the proposed Core Application Software solution

### Services:

March 9, 2017

- Required Services
- Project Management
- Hardware specification review and consulting
- Software Installation
- Data Conversion
- Report Development
- Integration and Interface Development
- Software Modifications
- Implementation and Training Services
- Change Management
- Knowledge Transfer to Staff
- System Documentation Development
- Operational Redesign Assistance
- Ongoing Support and Maintenance Services
- Optional Services
- Ongoing Hosting Services

**It is important to note that the County is considering both a County-hosted and a Vendor-hosted solution. It is optional, but not mandatory, for Vendors to provide information on both solutions as part of their RFP response. If a Vendor does propose a Vendor-hosted solution, any differences from a County-hosted solution must be clearly delineated in the appropriate sections of the RFP response.**

Additional details and descriptions related to the specifics of the expected scope can be found in section 3 – Proposal Response Format.

### 1.7 Summary of Key Transaction Volumes

A summary of key transaction and operating volumes and standards is included below. These volumes and standards reflect actual & estimated amounts for the current environment.

Operating Volumes/Standards	Current
<b>Boone County</b>	
Population (approx.)	173,000
Form of Government	Statutory elective form of government
Jurisdictional Area (Square Miles)	691 square miles
Residential Units	41,167
Number of Departments	22 departments
Budget (General Fund)	\$31.0 M

Operating Volumes/Standards	Current
<b>Boone County</b>	
Budget (Central IT)	\$5.0 M
Budget (All Funds)	\$78 M
Total Staff (Full time: 1 FTE)	426
Total Staff (Part time: 0.5 FTE)	152
Number of IT users	IT: 18 GIS: 2 Mail services: 2 <u>IT/911: 4</u> Total: 26
Number of ERP System Users (Total Current)	96
Number of ERP System Users (Anticipated Future)	120 The County would like a site license, but please provide pricing for both
Number of Concurrent ERP System Users (Future)	120
<b>General Ledger/Bank Reconciliation</b>	
Chart of Accounts Structure	(County wants to change with new ERP)
Chart Segment One Name /Account Mask	Fund XXX
Chart Segment Two Name/Account Mask	Department XXXX
Chart Segment Three Name/Account Mask	Account/Object XXXXX
Fiscal Year End	12/31/2016 (calendar fiscal year)
Number of Funds	99
Number of Department Codes	239 (In the current ERP, department codes are used to denote functional departments as well as cost centers.)
Number of Balance Sheet Accounts	Asset: 95 Liability: 82 <u>Equity: 41</u> Total: 218
Number of Expense Accounts	358
Number of Revenue Accounts	253
Number of Project numbers	None - current ERP does not have project tracking functionality
Number of Manual Journal Entries (Monthly)	218
Number of Cash Accounts	11
Number of Bank Accounts	21

Operating Volumes/Standards	Current
<b>Boone County</b>	
Number of annual Check Voids	Manual checks: 5 PA restitution: 9 Poll worker: 10 <u>AP: 19</u> Total: 43
<b>Budgeting</b>	
Pre-Encumbrance Controls?	Current ERP does not have this functionality
Encumbrance Controls?	Yes
Position Control?	Yes
Budget Entry Model	Decentralized
Number of Approval Levels	3
Budget Frequency	Annual
Number of Funds Budgeted	46
<b>Fixed Assets</b>	
Number of Capitalized Fixed Assets	Capitalized: 824 <u>Non-capitalized: 7,716</u> Total: 8,540 (Note: state law requires that we track assets with a cost of \$1,000 or more. Such assets that fall below our capitalization threshold are tagged and tracked as non-capital assets and expensed for financial statement purposes.)
Fixed asset tagging?	Yes
Fixed Asset Capitalization Threshold	\$10,000 (revised periodically)
Tracking / Reporting of Non-depreciable Assets?	Yes (see note above)
<b>Project/Grant Accounting</b>	
Do Projects/Grants Cross Funds?	Yes
Do Projects/Grants Cross Departments?	Yes
<b>Purchasing/Contract Management/ Inventory</b>	
Use of NIGP/Commodity Codes?	Yes. Vendors register in our system by what commodities they carry by selecting the appropriate NIGP codes
Number of Requisitions per Month	561
Number of Purchase Orders per Month	22

Operating Volumes/Standards	Current
<b>Boone County</b>	
Number of Blanket Purchase Orders per Month	0 (Do not currently issue blanket POs but may consider doing so in the future)
Number of Invoices Without a Purchase Orders per Month	789
Number of Vendors in Purchasing System	2,761
<b>Accounts Payable</b>	
Number of Vendors Maintained in Accounts Payable System	Active: 1,958 Total: 15,221
Number of Invoices Input Annually	With PO: 914 <u>No PO: 9,470</u> Total: 10,379
Frequency of Check Runs	Weekly
Check Signature Method	Signed electronically
Payments Types Supported	Check, ACH and Wire Transfer
Number of 1099s Processed Annually	~150
<b>Cash Receipting</b>	
Receipting Model (Centralized or Decentralized)	Mostly centralized now, but would like to be decentralized with new ERP
Number of Cash Registers / POS Terminals	5 departments receive cash. 9 POS terminals are used.
<b>Human Resources and Payroll</b>	
Number of Permanent Employees	433
Number of Part-Time Employees	47
Number of Seasonal Employees	Sheriff on-call: 3 Collector Office Specialist: 6 Emergency Telecommunicator: 1 Correction Support Officer: 1 Program Assistants: 1 Warrant Specialist: 1 Sheriff Special Projects: 14 Deputy Court Marshal: 5 PA Temp File Clerk: 2 Court Security Aide: 1 <u>Elections Office Specialist: 4</u> Total: 39
Number of Bargaining Units	1 (PW - Maintenance Operations)
Number of Applicants (Annually)	3,440
Payroll Frequency	Bi-weekly

## 1.8 Overall Evaluation Process

Responses to this RFP will be evaluated by a committee consisting of various process owners within the County. The County's intent is to acquire the solution that provides the best value to the County and meets or exceeds both the functional and technical requirements identified in this RFP.

The County will be using the following process to reach a finalist Vendor decision:

1. **Round 1: Minimum Criteria:** As part of the Vendor's RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Vendor's response from further consideration:
  - RFP Response Timeliness
  - RFP response is submitted by the due date and time.
  - Response Authorization
  - The RFP response is signed by an authorized company officer.
  - Response Completeness
  - Vendor complied with all mandatory requirements of the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the County's Purchasing department in conjunction with the Steering Committee to be either a defect that they will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.
  - Minimum Client Software Installations
  - Must have provided software for at least 5 successful installations of similar size and complexity within the last 5 years.
2. **Round 2 Evaluation:** For those Vendors whose proposals pass the minimum criteria, the following categories of criteria will be used to further evaluate the proposals in the following order of preference from high to low:
  - Functional requirements (section 4)
  - Investment and costs
  - Implementation requirements, plan, and timeline
  - Technical requirements
  - General Vendor information, to include vendor experience and expertise, number and size of comparable public sector installations, financial stability, completeness of response, and quality of proposal response

3. **Round 3 Evaluation:** The top Vendors in the second round evaluation will then proceed to an additional level of due diligence that may include the following activities:
- Follow-up questions and answers with the Vendors.
  - On-site Vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation, and other due diligence.
  - Reference checking with comparable entities using the Vendor's product.
  - Potential site visits to comparable entities using the Vendor's product.

At this point, the County may request presentations by Vendors, question and answer interviews, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed Vendors.

Vendor may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Vendor's expense. All arrangements and scheduling will be coordinated by the County.

Vendor will be requested to provide end user guides and system configuration manuals for all modules included in the vendor RFP response. Vendor proprietary interest material must be noted as such.

At any point in time during the third round of evaluation, a Vendor may be excluded from further consideration. At the conclusion of the round three activities, the finalist Vendors will be judged on all information collected to date against the following criteria in order of preference:

- Functionality
- Investment and costs
- Service and support for implementation
- Technical requirements
- Vendor viability and compatibility

The County will then enter into contract negotiations with the Vendor whose overall solution best meets the needs of the County over the long-term.



## **2 Vendor Proposal Guidelines**

### **2.1 Intent**

It is the intent of the County of Boone, Missouri ("the County"), through this request for proposal and the contract conditions contained herein, to establish complete clarity to the greatest possible extent regarding the requirements of both parties to the agreement resulting from this request for proposal.

Before submitting a proposal, the Vendor shall be thoroughly familiar with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the resulting contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the County and the selected Vendor. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the County's internet site along with the RFP.

If you have obtained this proposal document from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at [www.showmeboone.com](http://www.showmeboone.com), then select "Purchasing", then "Current Bid Opportunities".

The Vendor shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

### **2.2 Deadline for Proposals**

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these guidelines may be rejected as non-responsive.

Proposals must be submitted **by 1:00 p.m., local time, April 13, 2017** to:

**Melinda Bobbitt, CPPO, CPPB Director of Purchasing  
613 E. Ash Street, Columbia MO 65201**

The Vendor must submit **One (1)** signed, completed, original, **four (4) copies**, and **one (1) electronic copy** of the Vendor's technical and cost proposals. The first page of the original proposals should be marked "Original" and the first page of the copies should be marked "Copy." The electronic proposals should also include the following files:

ERP System Selection Project 03-13APR17 - Specifications.xlsx  
ERP System Selection Project 03-13APR17 - Pricing Forms.xlsx  
ERP System Selection Project 03-13APR17 - Vendor Forms.docx

A technical proposal and a separate sealed cost proposal must be accompanied in the same package. The electronic copy of the Vendor technical proposal response shall include the completed specification worksheets that have been provided in Microsoft Excel. The electronic copy of the Vendor cost proposal shall include the completed pricing worksheets that have been provided in Microsoft Excel.

All proposals must contain the following wording clearly marked on the outside of the envelope:

ERP System Selection Project 03-13APR17

Proposals received after the deadline will not be accepted. Proposals may not be delivered via facsimile or e-mail. Proposals shall be sent by Federal Express (or comparable carrier) or hand delivered to the above address. The full name and address of the Vendor shall be clearly marked on the outside of the package that is inside the Federal Express package or comparable carrier.

### **2.3 Preparation of Proposals**

Proposals shall be prepared in accordance with the proposal response format, section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

### **2.4 Requirements for Signing Proposal**

1. Each Vendor, by making a proposal, represents that this document has been read and is fully understood.
2. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. All manual signatures must have the name typed directly under the line of the signature.
4. The above requirements apply to all RFP addenda.

## 2.5 RFP Clarifications and Questions

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the County a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum. Failure on the part of the prospective proposal Vendor to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal. Vendor should acknowledge receipt of each addendum issued by stating so in his/her proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a Vendor shall be binding.

All inquiries regarding this proposal must be written and should be **emailed** with a subject line of "ERP System Selection Project 03-13APR17" to:

[mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

Inquiries regarding the proposal will be accepted up to and including **March 31, 2017 at 4:00 PM local time**. Responses to questions will be posted on the County website as an addendum. Addendums will also be distributed to vendors who are registered in the County's electronic purchasing system.

## 2.6 Vendor Pre-Proposal Meeting

A non-mandatory Vendor pre-proposal meeting will be held on March 23, 2017 from 2:00PM Central Time at:

Boone County Government Center, Room 301  
801 E. Walnut  
Columbia, MO 65201-7732

Teleconferencing will be available with the following number:

(701) 801-1211, Access code: 758-401-651

If you are unable to attend, please see section 2.5 for RFP clarification and questions.

## 2.7 Consideration of Proposals

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the County.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. Proposals on "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate that character of the article covered by such proposal. The designated County representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements but which may comply substantially therewith.

March 9, 2017

---

## **2.8 Basis for Award, Evaluation Criteria and Questions**

The qualifications of Vendors on this project will be considered in making the award. The County is not obligated to accept any proposal if deemed not in the best interest of the County to do so. The County shall make award to the qualified Vendor based on criteria specified in section 1.8 (Overall Evaluation Process) and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The County reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interest of the County at its sole discretion.

The County reserves the right to waive any informalities or irregularities in proposals.

No negotiations, decisions, or actions shall be initiated by any Vendor as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal.

The County reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the County's best interest at its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the County, shall be utilized in the final award. The final award of a contract is subject to approval by the County Commission.

## **2.9 Ambiguity, Conflict, or Other Errors in the RFP**

If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this Request for Proposal, they shall immediately notify the contact identified in the *RFP Clarifications and Questions* of such error in writing and request modification or clarification of the document. The County will respond to all vendor inquires by posting addendums on the County website. Addendums will also be distributed to vendors who are registered in the County's electronic purchasing system.

The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

## **2.10 Confidential Information**

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The County will be free to use all information in the Vendor's proposal for the County's purposes. Vendor proposals shall remain confidential until the County's Project Steering Committee makes its award recommendation to the County Commission.

## **2.11 Confidentiality Statement**

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the Vendor shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the County.

### **2.12 Award of Contract**

The Vendor shall be deemed as having been awarded a contract when the formal notice of acceptance of the Vendor's proposal has been duly served upon the intended awardee by an authorized agent of the County with a fully executed contract, purchase order and notice to proceed. Note that the successful Vendor, at the time of contract execution, must be licensed to do business in the State of Missouri.

### **2.13 Tax Exempt Status and Delivery**

The County is exempt from paying sales taxes. County is exempt from federal excise tax. All prices should be quoted FOB destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

### **2.14 Reserved Rights**

The County reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and to select the Vendor which, in the sole opinion of the county, best meets the County's needs. The County also reserves the right to negotiate with potential Vendors so that the County of Boone, Missouri's best interests are served.

### **2.15 Advertising**

Vendor shall not advertise or publish the fact that the County has placed this order without prior written consent from the County, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

### **2.16 Trademarks**

The County warrants that all trademarks the County requests the Vendor to affix to articles purchased are those owned by the County and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the County.

### **2.17 Right to Request Additional Information**

The County reserves the right to request any additional information that might be deemed necessary during the evaluation process.

### **2.18 Right of Partial Award**

The County reserves the right to refuse any or all proposals in their entirety, or to select certain equipment or software products from various Vendor proposals, based on the best interests of the County.

### **2.19 Proposal Preparation Costs**

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subcontractors in responding to this request for proposal.

### **2.20 System Design Costs**

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

### **2.21 Pricing Eligibility Period**

All Vendor proposals are required to be offered for a term not less than **180 calendar days** in duration. A proposal may not be modified, withdrawn or cancelled by Vendor during the 180 day time period following the time and date designated for the receipt of proposals. It is the County's intent to procure that software solution that meets that long term criteria of the County. The County, during the course of the selection process may decide to purchase a subset of the Vendor's proposal components with the initial contract. The County requires that Vendors agree for a period of (3) years from the date of the Vendor's proposal to honor software and services pricing established within the Vendor's proposal response for Vendor proposed components which are not included in the County's initial purchase. The price of the proposed components can only be increased by the Vendor during such time period by an amount equal to the annual CPI-U adjustment for the region that encompasses the state of Missouri or 3%, whichever is less.

### **2.22 Additional Charges**

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted shall include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

### **2.23 Turnkey Solution**

All prices quoted must include all hardware equipment software and services necessary to make the system specified fully operational for the intent, function, and purposes stated herein. The County reserves the right to purchase hardware separately.

### **2.24 Purchase Quantities**

The County reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

### **2.25 Rights to Pertinent Materials**

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendors that are submitted as part of the proposal shall become the property of the County upon receipt, a part of a public record upon opening, and will not be returned.

The County reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities in the proposal process and to accept any proposal in the best interest of the County.

## **2.26 Insurance Requirements**

The County will require the finalist Vendor to retain insurance coverage in amounts and kinds to be negotiated with the finalist. Please refer to the sample minimum contract terms and conditions in section 5.

## **2.27 Receipt and Opening of Advertised, Sealed Proposals**

The Vendor(s) and public are invited, but not required, to attend the formal opening of proposals during the Boone County Commission meeting on April 13, 2017. Vendor(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.

Information provided in each Vendor's response will be considered proprietary and will not be divulged during the selection process. The successful Vendor's proposal will become public record after its acceptance by the County Commission. All proposals and scoring forms are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.

## **2.28 Withdrawal of Proposals:**

Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Vendor or by the County after the proposal opening, the County has the right to call this error to the Vendor's attention and request verifications of the proposal. If the Vendor acknowledges the mistake and requests relief, the County will proceed in the following manner:

Withdrawal: Permission to allow a Vendor to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Vendor and of the other Vendors, a Vendor may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

### **3 Proposal Response Format**

To facilitate the analysis of responses to this RFP, the Vendor is required to prepare their proposals in accordance with the instructions outlined in this section. **Vendors must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

**For each question asked in the RFP, the Vendor shall provide in their response, the question asked and their answer using the section numbering of the RFP.**

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Title
	Proposal Signature Form
1	Executive Summary
2	Company Background
3	Application Software
4	Technical Requirements
5	Vendor Hosted Option
6	Implementation Plan
7	Staffing Plan
8	Ongoing Support Services
9	Functional System Requirements
10	Client References
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments
14	Cost Proposal
15	Addenda

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

Costs for the Vendor's proposed solution should be submitted on the proposal pricing forms provided in the included Microsoft Excel pricing spreadsheet. Costs should include the complete costs for the solution including travel and operating costs. Use additional pages as needed.



### 3.1 Executive Summary (Section 1)

This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

### 3.2 Company Background (Section 2)

In addition to providing responses to the following items, the Vendor must complete the **Company Background Form** in **section 7.5** of this RFP, and include it in this section of the response.

Vendors must provide information about their company so that the County can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. Information that Vendors should provide in this section are as follows:

1. The company's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.
4. If the Vendor is proposing to use subcontractors on this project, please provide a response to the **Company Background Form** for each subcontractor, Vendor relationship with that subcontractor and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The County has the right to approve all sub-contractors of the Vendor at any time.

### 3.3 Application Software (Section 3)

As the County is contemplating a County-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

March 9, 2017

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.
5. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
  - a. Reason that this product is a third-party product versus being part of the software Vendor's solution,
  - b. Extent to which this third-party product is integrated with the Vendor's solution.

The County is also interested in exploring additional software functionality not documented in the functional requirements. Please include the following chart as part of your proposal response.

Module	Availability		
	Functionality is available as an ERP module in the Vendor's software	Partial functionality is available through other ERP modules in the Vendor's software	Functionality is not available through Vendor's software
Community Development (Permitting, Code Enforcement, Inspections, Planning & Zoning)			

### 3.4 Technical Infrastructure (Section 4)

The Vendor shall provide the information described in this section. The information will be used in the evaluation process. Vendors should identify where conflicts may exist between their solution and current technologies being used in the County as described in sections 1.4.1 and 1.4.2.

In addition to providing responses to the following items, the Vendor must complete the **Technical Requirements Form** in **section 7.6** of this RFP, and include it in this section of the response.

As the County is contemplating a County-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

#### Hardware and Storage Environment

- a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the County, application modules, database size, and anticipated growth, must be provided.

- b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Vendors you partner with or recommend and/or support.
- c. Describe your proposed information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, Vendors, invoices, etc.)

### 3.5 Vendor Hosted Option (Section 5)

**Note: response to this section is optional. Vendors will not be penalized for lack of response to this section.**

In addition to providing responses to the following items, the Vendor must complete the **Vendor Hosting Form** in **section 7.7** of this RFP, and include it in this section of the response.

1. Please describe your **vendor hosted model**, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the County's network and bandwidth, and any partners that may be involved in service delivery.
2. Please describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
3. Please describe your **support model**, including: cost structure for support calls.
4. Please describe your **data center and storage facilities**, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.
5. Please describe your **logical security**, including: firewall security, authentication controls, and data encryption capabilities.
6. Please describe your **change management**, upgrade, and patch management policies & practices.
7. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
8. Describe how you will help the County move to a new operation at the **end of the contract** term or if the contract is terminated, including the process for notifying of termination.
9. Please provide a copy of your most recent **SSAE 16 Type II audit**.

### 3.6 Implementation Plan (Section 6)

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan using Microsoft Project that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

#### **Subsections for Section 6:**

March 9, 2017

1. General Implementation Approach
2. Project Management Approach
3. Hardware, Software & Storage Design and Installation Consulting
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Change Management Approach
9. Testing
10. Operational Redesign Approach
11. System Documentation and Manuals
12. Disaster Recovery Plan
13. Knowledge Transfer

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that additional elements may add value to the overall implementation. The County requests that the Vendor provide their work plan in a Microsoft Project format as part of the proposal response.

**It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise.** Further details on what is to be provided as part of the Vendors proposed implementation plan are included in the following subsections.

As the County is contemplating a County-hosted versus Vendor-hosted solution, aspects of the services to be provided should be clearly delineated where they vary between these two approaches.

**Please note, the County does not allow for any off-shore services or data storage.**

### **3.6.1 General Implementation Approach (Subsection 6.1)**

Provide a general overview of the implementation approach you plan to use for the County that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the County.
3. Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?
4. Describe your approach towards running parallel systems for a period of time.

Any unique tools, techniques or methods that you use should be described in this section.

### **3.6.2 Project Management Approach (Subsection 6.2)**

In addition to providing responses to the following items, the Vendor must complete the **Project Management Approach Form** in **section 7.8** of this RFP, and include it in this section of the response.

March 9, 2017

---

The County expects the Vendor to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the County's project management office ("PMO"). It is expected that this project manager will be "on the ground" as appropriate to team with the County PMO. This project manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

As part of any significant engagement, the County employs a project management approach that is based on the Project Management Institute's project management body of knowledge (PMBOK). The County would expect responding Vendors to adhere to such standards as part of the project.

Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

### **3.6.3 Hardware, Software and Storage Design and Installation Consulting (Subsection 6.3)**

The County usually installs the required hardware and communications equipment for applications. We are open to other proposals to accomplish a successful deployment. The Vendor is expected to specify, furnish, deliver, install and support all application and system software that may include pre-installing or equipment staging. What do you propose for the most effective deployment of hardware, communications and related equipment?

Additionally, the County expects the selected Vendor to conduct a test of the system backup and recovery solution prior to go-live.

### **3.6.4 Data Conversion Plan (Subsection 6.4)**

It is anticipated that data conversion work will occur prior to migrating to the new applications. Final data conversion and import will happen at the time of migration. The County is expected to assist the Vendor in the conversion of both electronic and manual data to the new system. It is expected that the County will be responsible for data extraction from current systems with detailed formatting specifications from the Vendor. The County will expect data scrubbing and data pre-processing direction and guidance from the Vendor. The Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new ERP. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

The County desires to have all data converted and imported for the Payroll and Human Resources modules. The County desires to have up to 10 years of data converted and imported for all other modules where data is available.

1. Describe your general approach towards data conversion and how you would work with the County to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention of legacy data.
3. Describe your system's approach to reporting across all data in the system including archived or offline data.

March 9, 2017

---

### 3.6.5 Report Development (Subsection 6.5)

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to the County staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc. In addition to providing responses to the following items, the Vendor must complete the **Report Development Form** in **section 7.9** of this RFP, and include it in this section of the response.

Provide information on your reporting approach including:

1. Description of various methods of reporting including Business Intelligence,
2. Methods for the County to identify, specify, and develop required custom County reports during the implementation.

### 3.6.6 Integrations and Interfaces (Subsection 6.6)

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the County. Existing County interfaces between core modules that may currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated ERP System.

The Microsoft Excel pricing sheet contains a listing of current and/or desired application interfaces. Please provide pricing for interface development in the associated Microsoft Excel pricing spreadsheet.

In addition:

1. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced
2. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
4. As it pertains to the County's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the County.
5. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?
6. The Microsoft Excel pricing spreadsheet contains a listing of current and/or desired County application interfaces and their likely need in a future integrated environment. Provide pricing for interfaces in the associated Microsoft Excel pricing spreadsheet

### 3.6.7 Training (Subsection 6.7)

In addition to providing responses to the following items, the Vendor must complete the **Training Form** in **section 7.10** of this RFP, and include it in this section of the response.

The County intends to explore the advantages, disadvantages and related costs of two implementation training approaches:

4. **End User Training Approach:** All end-user and technical training will be performed on-site through implementation and be performed by the Vendor.
  - a. End user implementation training will be provided by the Vendor and include joint participation by the relevant County process owner team lead supporting the process area in the new software system.
  - b. Technical Implementation training will include training for County IT staff on the technologies required to support the new ERP system.
5. **Train the Trainer Approach:** The Vendor will incorporate a “train the trainer” approach where only key County team leads will be trained through implementation on their modules and then they will train the remainder of the County staff in their respective areas.
  - a. There would be roughly one to five subject matter experts (SME’s) for each module with one individual designated as team lead. This training would be provided at a County facility.
  - b. Training materials supplied by the Vendor would be used by SME’s and team leads for training their staff.
  - c. Web conference or remote online tutorial sessions would be available to SME and team lead staff to participate in after initial training was completed in their module.
  - d. Technical implementation training will include training only key IT staff (5-6 key IT staff) to support the new system.

The Vendor should provide an overall description of **both** training methods, including the following:

- General timeframes in which both types of training will be conducted
- The Vendor must list the nature, level, and amount of training to be provided for both options in each of the following areas:
  - Technical training (e.g., programming, operations, etc.)
  - User training
  - Other staff (e.g., executive level administrative staff)

### 3.6.8 Change Management Approach (Subsection 6.8)

The County recognizes that a movement from the current environment to a new solution will present change management challenges. The Vendor should clearly identify their approach towards Change Management including any unique approaches or tools that will be used.

### 3.6.9 Testing (Subsection 6.9)

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the County related to such testing:

- a. System testing
- b. Integration testing

- c. Stress/performance testing
- d. User acceptance testing (UAT)

### **3.6.10 Operational Redesign (Subsection 6.10)**

With the deployment of a new application, the County wishes to take advantage of capabilities within the software that provide support for operational improvements. Vendors are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

In addition, please describe your organization's capabilities to assist in a Countywide redesign of the chart of accounts to best leverage the capabilities of the system in order to meet the County's overall financial tracking and reporting objectives.

### **3.6.11 System Documentation and Manuals (Subsection 6.11)**

The Vendor is expected to provide user manuals and online help for use by the County as part of the initial training and ongoing operational support. Additionally, the Vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the course of the project.

### **3.6.12 Disaster Recovery Plan (Subsection 6.12)**

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution.

### **3.6.13 Knowledge Transfer (Subsection 6.13)**

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to County staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

## **3.7 Staffing Plan (Section 7)**

In addition to providing responses to the following items, the Vendor must complete the **Staffing Plan Form** in **section 7.11** of this RFP and include it in this section of the response.

1. The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for County staff involvement during the project (for both a County-hosted and Vendor-hosted solution). Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.



### 3.8 Ongoing Support Services (Section 8)

In addition to providing responses to the following items, the Vendor must complete the **Ongoing Support Services Form** in **section 7.12** of this RFP, and include it in this section of the response.

1. Please specify the nature and conditions of any post-implementation support options including:
  - a. Post-go live support that is included in the proposal response
  - b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
  - c. Telephone support
  - d. Hours of live support
  - e. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
  - f. Toll-free support line
  - g. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?)
  - h. Online knowledgebase (i.e. – how it is accessed, who updates it, etc.)
2. Describe your maintenance programs and options with associated pricing.
3. Describe and provide pricing for any “software as a service” (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly charge which may include maintenance).

### 3.9 Functional System Requirements (Section 9)

Responses to the requirements referenced in section 4 of this RFP must be provided in this section of the Vendor's response. Use the Microsoft Excel specification spreadsheet provided and attach added explanation pages as necessary. Please include any costs associated with modifications in the Microsoft Excel pricing spreadsheet. **Please note: The response to these requirements should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.). Failure to do so can result in disqualification of the entire proposal.**

### 3.10 Client References (Section 10)

The Vendor must provide at least five references from municipal clients that are similar in size and complexity to the County, for which the Vendor has provided software, implementation services, and ongoing Support Services. The format for completing the Vendor references is provided in **section 7.13** of this document. In addition, the County requests a listing of all municipal clients. If possible, at least one of these references should be a Vendor-hosted solution.

### 3.11 License and Maintenance Agreements (Section 11)

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (i.e., hardware, software, operating system, database, etc.). Indicate the basis on how licenses are determined.

### 3.12 Exceptions and Deviations (Section 12)

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

### 3.13 Other Required Forms and Attachments (Section 13)

Please provide all other required forms in this section:

- a. Contract terms and conditions compliance checklist
- b. Contract terms and conditions compliance checklist – Exception explanation
- c. Proposal Signature Form
- d. Non-Collusion Affidavit
- e. Minimum Criteria
- f. For Vendors who are proposing a hosted solution, please additionally supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SSAE 16 Type II audit.
- g. Work Authorization Certification
- h. Certification Regarding Debarment

### 3.14 Cost Proposal (Section 14)

Costs for the Vendor's proposed solution should be submitted on the proposal pricing forms provided in the associated Microsoft Excel pricing spreadsheet.

- The County will not consider time and materials pricing. Vendors shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other.
- The Vendor shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
- If any lump sum amounts are provided, Vendors should indicate in the comments sections what the lump sum consists of.
- In the event the product or service is provided at no additional cost, the item should be noted as "included," "no charge" or words to that effect.
- In the event the product or service is not being included in the Vendor proposal, the item should be noted as "No Bid". Modules are assumed to be "No Bid" in the Module Information tab unless licensing information is provided.
- Vendors shall provide all pricing alternatives in these cost sheets.
- Vendor shall provide prices in U.S. dollars.
- Vendor shall make clear the rationale and basis of calculation for all fees.
- Vendors shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

March 9, 2017

- Please note: Pricing workbook should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.). Failure to do so can result in disqualification of the entire proposal.

In presenting software license fees, the Vendor shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), and machine classes are included for each price;
- Indicate whether a product is for “server” or “client,” as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)
- Please note: The County prefers a site license, however Vendors may propose alternative licensing approaches.

To the extent possible, Vendors shall show any applicable discounts separately from the prices for products and services.

The County prefers that Vendors provide separate prices for each item in the proposed solution. However, the Vendor is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the County. Vendors are asked to utilize the Module Information tab to describe licensing and other module-specific information, as well as where costs are represented for each module. There are two pre-defined bundles listed, which the County requests that Vendors utilize if necessary. The linkages described in this worksheet are assumed to be consistent for costs in the Application Software, Implementation Services, End User Training, and Train-the-Trainer Training tabs, unless otherwise stated.

The County reserves the right to pursue direct purchase of all items and services proposed, as well as to obtain independent financing.

The County is strongly considering both a vendor-hosted solution through an ASP or SaaS licensing model and a traditional on-premise solution. As such, the County is requesting proposals to include detailed information regarding the Vendors hosting and licensing options. If multiple solutions are proposed, please include a separate pricing form for each hosting/licensing model. If a subscription pricing model is proposal, please provide pricing for a 10 year subscription.

### **3.15 Addenda (Section 15)**

Include all original, signed copies of addenda in this section.

## 4 Functional Requirements

### 4.1 Introduction

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of the County in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

**Identified in the attached Excel spreadsheet are a number of requirements that must be addressed by the vendor's proposal.**

These requirements are considered mandatory in implementing the complete solution as defined in section 3. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the County's current and future data needs. Vendors must replace cells A1:G1 in the first module (General and Technical Requirements) with the vendor's **Company Name** which will be repeated and printed for each subsequent module. The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the County:

<b>"H" – High:</b>	This is a feature that the County already has in their current software or is a necessary feature.
<b>"M" – Medium:</b>	This is a feature that you would like in the new system but is not absolutely necessary.
<b>"L" – Low:</b>	This would be a feature that, while of interest, is not applicable at this time or something that could be a future deployment.

Each vendor should review the specifications and reports listed in each subsection and respond as to their availability within the vendor's software system. The responses should be entered under the **"Availability"** column of each form as follows:

<b>Y</b>	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
<b>R</b>	Functionality is provided through reports generated using proposed Reporting Tools.
<b>T</b>	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software Vendor from the primary software Vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
<b>M</b>	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface that may have an impact on future upgradability.
<b>F</b>	Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.
<b>N</b>	Functionality is not provided

Use the **Cost** column for “M” or “F” responses to estimate the cost, if any, to be incurred by the County to secure the specification/report. Use the **Comment** column to provide additional comments pertaining to your response for that item.

The **Required Product(s)** column is to be used to specify what product (e.g. product name / software module) is proposed. The cells D10:G10 in the form which currently read “*Replace this text with the primary product name(s) which satisfy requirements*” must be updated. This name will be automatically populated in the **Required Product(s)** column for each specification in the module. The automated values in this column must be updated for any exceptions where a different or additional product is required to satisfy the requirement.

Vendors proposing a multi-product solution should complete a General and Technical module specification response for each product.

## **5 Contract Terms & Conditions**

The contractual terms and conditions will be fully negotiated after a vendor is selected by Boone County, Missouri (the "Client"). Responses to the contract terms outlined in this section may be considered in the selection process and such terms shall be included in the final contract between the Client and the Vendor (the "Agreement"). For purposes of these terms and conditions, the term "Vendor" means the vendor responding to this RFP and all such terms shall apply to any subcontractor of the Vendor. Use of the term "Exhibit <##>" throughout these contract terms refers to supplemental documents that Client expects will be included in the final contract package.

The following contract terms and conditions, substantially in the form contained herein, are expected to be agreed to by the vendors as part of contract negotiations. Exceptions must be explicitly noted in the Vendor Proposals using the checklist forms provided in Section 6 of the RFP. Lack of exceptions listed on the checklist forms shall be considered acceptance of all of the terms and conditions as presented in this RFP.

Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.

Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.

The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.

Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.

When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.

Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.

The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.

The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.

In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

Failure to deliver as guaranteed may disqualify Bidder from future bidding.

Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

No bid transmitted by fax machine or e-mail will be accepted.

The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

**Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

## 5.1 Scope of Agreement

Client agrees to license the software detailed in Exhibit <##> ("Software") and receive the services detailed in the Statement of Work detailed in Exhibit <##> ("Services"). Vendor agrees to provide Software and Services (the "Solution"), subject to the terms and conditions stated in the Agreement including all Exhibits. Payment for such services shall be per Exhibit <##> and shall not exceed the total amount included in Exhibit <##> without the prior written consent of Client. The Client, without prior and mutual written agreement, will incur no other service costs. The service costs in Exhibit <##> are inclusive of all services described in the Statement of Work included as Exhibit <##>. Client agrees to provide server, desktop and other hardware and configuration based on Vendor's recommendation per Exhibit <##>.

## **5.2 Documentation**

Vendor shall deliver to Client two (2) complete copies of the user documentation describing the functionality and operation of the Software in Client's environment and technical documentation describing the technical support procedures to assist with the on-going support of the Software ("Documentation"), including an electronic version with the ability to modify to the needs of Client, and, as part of the license granted herein. Vendor agrees that Documentation provided with the Software will be updated to reflect any Customizations contracted by Client with Vendor. Client shall have the right to make as many additional copies of the Documentation for its own use as it may determine.

## **5.3 Incorporation by Reference**

The Vendor shall supply Software and Services adequate to accomplish the requirements as set forth in the Request for Proposal and the Vendor's response to the Request for Proposal provided herein as Exhibit <##> and Exhibit <##>, respectively ("Contract Documents") and Vendor's Documentation. Parties agree that where there is a conflict between terms of the Agreement and the information presented in the Contract Documents, the Agreement shall take precedence. The parties also agree that where there is not a conflict between the Agreement and the information presented in the Contract Documents, that all terms, conditions and offers presented in the Vendor's proposal shall be incorporated into the Agreement and shall be binding upon all parties to the Agreement.

## **5.4 Entire Agreement Clause**

The Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the Client and Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

## **5.5 Applicable and Governing Law Clause**

The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Missouri. All duties of either party shall be legally performable in the State of Missouri. The applicable law for any legal disputes arising out of the Agreement shall be the law of (and all actions hereunder shall be brought in) the State of Missouri, and the forum and venue for such disputes shall be in the courts of appropriate jurisdiction for Columbia, Missouri.

## **5.6 Wording Conflicts**

Should there be a conflict in wording between the Agreement and Vendor's RFP response, the Agreement shall prevail.

## **5.7 Standard Forms and Contracts**

Any forms and contracts the Vendor(s) proposes to include as part of any agreement resulting from this proposal response between the vendor(s) and the Client must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently



presented for inclusion may be rejected. Client reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by the Client be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, third party licenses and support agreements. The Client will negotiate any and all contracts/agreements and prices/fees with the Vendor, if doing so is deemed in the best interest of the Client.

### **5.8 Grant of License**

Vendor hereby grants to Client a nonexclusive, nontransferable, perpetual license to use the Software described in Exhibit <##> solely for internal business purposes on any central processing unit owned by Client and/or its designated service provider.

### **5.9 Use of Licenses by Personnel Who Are Not Employees**

Client's consultants, contractors, external customers, and business partners may access and use the Software under the Client's direction.

### **5.10 Replication of Software**

Client shall not copy Software for any purposes other than for back up, disaster recovery and/or testing. Client has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the maintenance and support terms or warranties herein.

### **5.11 Disaster Recovery & Disaster Recovery Testing**

There will be no additional software license cost to process at another site in the event of a disaster that shuts down Client's primary location or for testing at the disaster recovery site.

### **5.12 Term and Termination Clause**

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of the Agreement, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within xxxx (##) business days. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate the Agreement by giving the other party xxxx (##) days written notice. Notwithstanding the foregoing, due to lack of funding, the Client may at any time during the life of the Agreement, terminate same by giving xxxx (##) days' notice in writing via certified mail to Vendor. In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Vendor and shall not be dismissed within xxxx (##) days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor's property shall be appointed and such appointment shall not be vacated within xxxx (##) days, the Client shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving xxxx (##) days' notice in writing of such termination.

**5.13 Warranty**

- A. Vendor represents and warrants that it has the right to grant the licenses set forth under the Agreement. Vendor further represents and warrants that it has good and marketable title to the Software sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Vendor further represents and warrants that neither the Software in the form delivered by Vendor to Client, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by Client, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- B. In the event that any third party makes a claim or files a lawsuit challenging Client's right to use the Software, Vendor shall defend and indemnify Client and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. Provided, however, that Vendor shall have the sole and exclusive right to select and retain counsel for Client in connection with the defense thereof, and shall make all decisions relating to the conduct of the Client's defense and any settlement made on behalf of Client. In resolving any such infringement claim, Vendor shall, in its reasonable discretion, either procure a license to enable Client to continue to use the Software or develop or obtain a non-infringing substitute acceptable to Client at Vendor's cost.
- C. Vendor represents and warrants that the Software and related products as described with the Agreement will perform in accordance with all Documentation, Contract Documents, Vendor marketing literature, and any other communications attached to or referenced in the Agreement.
- D. Vendor represents and warrants that the Software and related products, including all modifications contracted under the terms of the Agreement, will meet the requirements of Client as set forth in the Contract Documents.
- E. Client has: (i) presented detailed technical specifications of the particular purpose for which the Software is intended, (ii) provided detailed descriptions and criteria of how the Software can be defined to accomplish particular purpose, and (iii) defined the exact procedures and techniques to be employed in testing whether the Software has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, Client's particular purpose, Vendor, at the time the Agreement is in force, has reason and opportunity to know the particular purpose for which the Software is required, that Client is relying on Vendor's experience and knowledge of the Software to identify those components which are most suitable and appropriate, and that Client is relying on Vendor's experience and knowledge to identify the appropriate Services that will assist in making the Software operational. Therefore, Vendor warrants that the Software including all products included in the Agreement are fit for the purposes for which they are intended as described in the Contract Documents.
- F. Vendor represents and warrants that all Software products provided under the Agreement are compatible with and certified for use and operation in Client's operating environment. Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by Client and represents and warrants that such hardware system as defined in Exhibit <##> is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

#### **5.14 Year 2000 Warranty**

The Vendor warrants that all Software for which the Vendor either sells or licenses to the Client and used by the Client after the calendar year 2000, includes or shall include, at no added cost to Client, design and performance so Client shall not experience Software abnormality and/or generation of incorrect results from the Software, due to date oriented processing, in the operation of the business of the Client.

The Software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any Client system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

#### **5.15 Continuity of Warranty**

Client may continue the Warranty protection described above by purchasing and paying for on-going Maintenance and Support Services described below. By doing so, all Warranty, Year 200 Warranty, and Resolution and Response Time Warranty conditions included herein shall remain in effect, in perpetuity, as long as payments for Annual Maintenance and Support Fees are kept current.

#### **5.16 Disclaimers and Limitations of Remedies**

- A. Except as specifically stated in the Warranty section of the Agreement, the Software is licensed "as is" without warranty of any kind, other than expressed or implied herein. In no event shall Vendor be liable for any indirect, special or consequential damages unless as otherwise stated herein, including, but not limited to, loss of anticipated profits, revenue or savings, arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Vendor or its agent has been advised of the possibility of such damages.
- B. In the event that the parties are unable to resolve differences, and after exhausting the terms and conditions of the Non-Performance Escalation Procedures clause herein that may arise relating to the Agreement, all disputes arising from the Agreement shall be resolved through the Thirteenth Judicial Circuit Court of Missouri.

#### **5.17 Intellectual Property**

All information, data, programs, publications and media created specifically for and paid for by the Client or as a result of the Services identified in the Agreement is the property of the Client unless otherwise noted, copyright protected, or defined or agreed to by both parties to the Agreement.

**5.18 Indemnification**

- A. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless, and defend the Client and its agents, employees, officers and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting in any way from Vendor's performance of this contract, provided that such claim, cause of action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death to any person, including employees or agents of the Vendor, subcontractor, or construction manager, or to injury to or destruction of tangible property including loss of use resulting there from, but only if caused in whole or in part by a negligent act or omission of the Vendor, a subcontractor, the construction manager, anyone directly or indirectly employed by them, or any for whose acts they may be liable, regardless of whether or not such claim, cause of action, damage, loss or expense is caused in part by a party indemnified hereunder. Vendor shall not be obligated to hold harmless, indemnify, or defend the Client or its agents, employees, officers, or successors if any claim, cause of action, damage, loss or expense arises from the sole negligence or fault of a party indemnified hereunder.
- B. Vendor shall assume the defense of the Client pursuant to the provisions of the paragraph above within xxxx (##) days of receipt of written notice. Any legal cost or expense, including attorney's fees, incurred by the Client for enforcement of its rights under the paragraph above between the time by which Vendor should have assumed the Client defense and the time when Vendor assumes the Client's defense shall be reimbursed by Vendor. Any legal cost or expense, including attorney's fees, incurred by the Client in the successful prosecution of any litigation or arbitration seeking to enforce the provisions of the paragraph above or in negotiating a settlement of such claim, shall also be reimbursed by Vendor.
- C. Should the parties agree to submit claims, disputes, or other matters arising out of the Agreement to arbitration, they may do so only with written agreement of all parties, including the Client.

**5.19 Patents, Copyrights, and Proprietary Rights Indemnification**

The Vendor, at its own expense, shall completely and entirely defend the Client from any claim or suit brought against the Client arising from claims of violation of United States patents or copyrights resulting from the Vendor or the Client's use of any equipment, technology, documentation, and/or data developed in connection with the Services and Software (together the Solution) described in the Agreement. The Client will provide the Vendor with a written notice of any such claim or suit. The Client will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the Client against this suit.

In the event that the Client is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Client's interest, or in the event that the Client is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the Client for all monies expended in connection with these matters. The Client retains the right to offset against any amounts owed Vendor any such monies expended by the Client in defending itself against such claims.

Should a court order be issued against the Client restricting the Client's use of any portion of the Software related to the claim and should the Vendor determine not to further appeal the claim issue, at the Client's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

March 9, 2017

- A. Purchase for the Client the rights to continue using the contested Software product(s) or portions thereof which may include purchase of a third party software product, or
- B. Provide substitute software products to the Client which are, in the Client's sole opinion, of equal or greater quality, or
- C. Refund all monies paid to the Vendor for the Solution subject to the court action. The Vendor shall also pay to the Client all reasonable losses related to the Solution and for all reasonable expenses related to the installation, implementation and conversion to the new Solution.

## 5.20 Insurance

The Vendor must have adequate insurance, for damage or loss, for all equipment and other valuables until such time as the Client receives good and clear title. In defining insurance coverage, the Vendor shall secure full replacement value for the system without the requirement that the Client be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by the Vendor shall be used to secure replacement equipment for the Client.

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and

March 9, 2017

Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**Errors or Omissions** - Contractor agrees to maintain Professional Liability to cover claims arising out of the negligent acts, errors or omissions of Contractor, Sub consultant or anyone directly or indirectly employed by them. The coverage provided will not be less than \$2,000,000.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Builder's Risk** – The Contractor shall maintain during the life of this contract, builder's risk insurance coverage to cover damage to materials and equipment on the site, in the total amount of the contract or in an amount not less than \$1,000,000.00 whichever is greater.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

March 9, 2017

---

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

**5.21 Unlimited Liability for Software Vendor Infringement**

The Vendor will reimburse Client for all costs related to infringement (not “finally awarded”). There shall be no limit of liability on behalf of the Vendor if the software is determined to be infringing.

**5.22 Freedom of Information Act**

Vendor acknowledges that Client is subject by law to responding to all Freedom of Information Act (“FOIA”) requests. Vendor shall comply with the FOIA in all respects and shall not restrict or otherwise inhibit Client from complying.

**5.23 Confidentiality**

Both parties recognize that their respective employees and agents, in the course of performance of the Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of the Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the Agreement by a party; (c) information that a party can establish by reasonable proof was in that party’s possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to FOIA requests.

**5.24 Title and Confidentiality**

Title and full rights to the Software licensed under the Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies Client make, remain with Vendor. It is agreed the Software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions thereof are or may be copyrighted, and Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that Client shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or subcontractors working for Client to whom such disclosure is necessary to the use for which rights

are granted hereunder. Client shall appropriately notify all employees, agents, and subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under the Agreement. It shall not be a breach of the Agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to Missouri "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

**5.25 Identification of Parties to the Agreement Clause**

Both the Vendor and Client shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

**5.26 Notices Clause**

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Actually received, or
2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
3. If not actually received, ## days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or
4. Upon delivery by the Client of the notice to an authorized Vendor representative while at Client site.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of the intended receiving party's new address will be borne by the intended receiving party. The addresses of the parties to the Agreement are as follows:

Vendor	Client
<Contact Title>	<Contact Title>
<Address>	<Address>

**5.27 Agreement Extension and Modification Clause**

The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined



by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement.

Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Vendor by Client should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

### **5.28 Contract Extension**

If Vendor anticipates missing a milestone date identified in the Project Schedule, then Vendor must notify Client immediately so that a mutually acceptable revised milestone date can be agreed to. Such revisions will not alleviate Client's right to Liquidated Damages in the event such a delay is caused by Vendor resulting in a delay of the Go Live date as defined in Project Schedule.

### **5.29 Changes in Agreement**

The Agreement may be changed only upon the written agreement between the County Commission and the Vendor.

### **5.30 Survival Clause**

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of the Agreement.

### **5.31 Risk During Software Installation**

Delivery of the Software shall be made in accordance with the Project Schedule referenced as part of the Agreement. Minor variances from this Project Schedule may be permitted subject to a mutual agreement by both parties and confirmed by prior written notice. The Software shall be installed and placed into good working order by representatives of the Vendor. During the time period where the Software is in transit and until the Software is fully installed in good working order, the Vendor and its insurer shall be responsible for the Software and relieve the Client of responsibility for all risk or loss or damage to the Software. In addition, Vendor shall hold the Client and its officers, employees and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the Software.

### **5.32 Subcontractors**

Vendors may use subcontractors in connection with the work performed under the Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the Client for activities or duties to take place at the Client site. In using subcontractors, the Vendor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

### **5.33 Control of Sub-Contractor, Project Team and Project Manager Designation**

The Vendor understands that the successful installation, testing, and operation of the Software that is the subject of the Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as an ex-officio member of the Client's project management team ("Project Manager") and who shall have the authority to act on behalf of the Vendor on all matters pertaining to the Agreement.

Client shall have the right to approve all subcontractors, Project Manager, and staff assigned to Client by Vendor ("Designated Staff"). In the event that a Designated Staff of the Vendor is, in the opinion of the Client, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from the project. In the event of such a removal, the Vendor shall, within xxxx (##) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated to fill this representative vacancy, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in the Agreement.

### **5.34 Effect of Regulation**

Should any local, state, or national regulatory authority having jurisdiction over the Client enter a valid and enforceable order upon the Client which has the effect of changing or superseding any term or condition of the Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the Agreement shall remain in effect, unless the effect of the order is to deprive the Client of a material part of its Agreement with the Vendor. In the event this order results in depriving the Client of material parts or raising their costs beyond that defined in the Agreement, the Client shall have the right to rescind all or part of the Agreement (if such a rescission is practical) or to end the Agreement term upon xxxx (##) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the Client shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The Client shall not be charged for such compliance beyond the cost of the annual maintenance and support fees. The Client shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual maintenance and support fees.

### **5.35 Assignments**

Client and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in the Agreement. The Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of the Client; any attempt to do so without said prior permission shall be void and of no effect.

The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the Agreement or any rights, title, or interest created by the Agreement without the prior consent and written approval of the Client's County Auditor, or designee and the Vendor.

### **5.36 Vendor as Independent Contractor**

It is expressly agreed that the Vendor is an independent contractor and not an agent of Client. The Vendor shall not pledge or attempt to pledge the credit of Client or in any other way attempt to bind the Client.

The relationship of the Vendor to the Client shall be that of independent contractor and no principal agent of employer-employee relationship is created by the Agreement.

### **5.37 Advertisement**

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client unless Vendor receives specific written authorization in advance from the Client's County Representative. Vendor will limit and direct any of its advertising on the Client's premises and shall make arrangements for such advertising through the County Representative. Vendor shall not install any signs or other displays within or outside of the Client's premises unless in each instance the prior written approval of the Client's County Representative, has been obtained. However, nothing in this clause shall preclude Vendor from listing the Client on its routine client list for matters of reference.

### **5.38 Password Security**

The Vendor warrants that no 'back door' password or other method of remote access into the Software code exists. The Vendor agrees that any and all access to any Software code residing on the Client's client/server must be granted by the Client to the Vendor, at the Client's sole discretion.

### **5.39 Project Schedule and Acceptance.**

Vendor will develop a detailed project schedule that details both Vendor and Client's responsibilities, timeline for project activities, phases, milestones, and deliverables ("Project Schedule") in connection with Vendor's performance of the Services. The Project Schedule should be in sufficient detail to specify the deliverables, conversion, training, testing, acceptance, configuration, modification, integration, and live operation activities. Both Vendor and Client agree that a mutually agreeable Project Schedule will be submitted and approved by Client within xxxx (##) days of the date the Agreement is signed by both parties ("Effective Date"). In the event Vendor is unable to provide the Project Schedule within xxxx (##) days, Client will have at its option, the ability to terminate the Agreement and obtain all fees paid to Vendor. The Project Schedule will also include the criteria by which the software will be tested and accepted by Client.

### **5.40 Programming Services**

Client may during the implementation period or thereafter require modifications, interfaces, conversion, report writing, etc., services from Vendor ("Customizations"). Vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs for Client approval before any work is initiated by Vendor. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the Client. No costs in excess of the estimates will be paid by Client unless approved in writing in advance of fee incurrence. All Customizations shall be subject to Acceptance Testing before payment is

released by the Client. Acceptance of the Customizations resulting from each Change Order shall be per the Acceptance Testing clause herein.

#### 5.41 Acceptance Testing

For purposes of acceptance of the Solution (or portions thereof), the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

- A. Written Deliverable: Vendor may submit interim drafts (stamped, noted or otherwise clearly marked "Draft") of a written deliverable to Client for review. Client agrees to review and provide comments to Vendor on each interim draft within xxxx (##) business days after receiving it from Vendor. Client will have the opportunity to review the written deliverable for an acceptance period of xxxx (##) business days after delivery of the final version (stamped, noted or otherwise clearly marked "Final Draft") of the written deliverable (the "Acceptance Period"). Client agrees to notify Vendor in writing by the end of the Acceptance Period either stating that the written deliverable is accepted in the form delivered by Vendor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If Vendor does not receive any such deficiency notice from Client by the end of the Acceptance Period, the written deliverable will be deemed to be accepted and an approved document marked "Approved" and dated will be provided to Client. If Client delivers to Vendor a timely notice of deficiencies and the items specified in the notice are deficiencies, Vendor will promptly correct the described deficiencies and return to Client for Acceptance. Client will not unreasonably withhold, delay or condition its approval of a final written deliverable.

Vendor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the Client and date returned.

- B. Software Deliverable: Acceptance testing is an iterative process designed to determine whether each component of the Software combined with related Services delivered by Vendor ("Software Deliverable") performs the functions described in the Contract Documents and to discover and remove material deviations where the Software Deliverable does not substantially perform the functions described in the Contract Documents ("Defects") through repeated testing cycles. In the event of conflicts between Contract Documents and Application Software Documentation the Contract Documents will prevail.

Vendor will work with the Client and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested Software Deliverable and to test each Software Deliverable (the "Acceptance Tests" or "Acceptance Testing").

1. The "Acceptance Test Period" for each Software Deliverable will be xxxx (##) business days unless an alternate time is mutually agreed upon between Vendor and Client per the Project Schedule. The Acceptance Test Period for each Software Deliverable will start within xxxx (##) business days, unless an alternate start date is mutually agreed upon by Vendor and Client per the Project Schedule, after the Software Deliverable is installed at Client's designated site and Vendor has successfully completed Vendor's installation test and notified Client that the

Software deliverable is "Ready for Acceptance Testing." Vendor will not be obligated to deliver a Software Deliverable to Client until Client demonstrates the readiness of the target technical platform and environment.

2. If Client determines during the Acceptance Test Period that the Software Deliverable contains a Defect, Client will promptly send Vendor a written notice reporting the alleged Defect describing it to Vendor in sufficient detail reasonably necessary for Vendor to recreate it. Vendor will modify the Software Deliverable to remove the reported Defect and will provide the modifications to Client for re-testing. Client will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Vendor. In such a case, Vendor and Client will mutually agree upon an updated Acceptance Test Period.
  3. By the end of the Acceptance Testing Period Client will provide Vendor with a final written list reporting any outstanding Defects (the "Punch List"). Client will then have xxxxx (##) business days after the receipt of the modifications to re-test the modified Software Deliverable to confirm that the Defects that were reported on the Punch List have been removed. If any Defects that were reported on the Punch List have not been removed, Client will provide Vendor with written notification by the end of the retesting period reporting any such Defects. In such event, the procedures set forth in this section will be repeated for the remaining Defects on the Punch List.
  4. Vendor and Client each agrees to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.
- C. "User Acceptance Testing" shall mean testing of each Phase identified in the Project Schedule using the process defined above for Software Deliverable.
- D. "Conditional Acceptance" will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or Go-Live of the Phase. There will be a Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire Solution. Unless the Project Schedule determines otherwise, the Acceptance Test Period for User Acceptance Testing will be xxxxx (##) calendar days, Vendor and Client will work diligently to put the Phase into Go Live operations.
- E. "Final Acceptance" involves use of the Solution in totality in production operations for a period of xxxxx (##) calendar days, provision of all Services by Vendor, and completion of the Phases and/or the Software previously tested and meeting Conditional Acceptance. If after xxxxx (##) calendar days the Solution performs without Defects, the Client and the Vendor will both issue and execute a "Final Acceptance" of the Solution. The xxxxx (##) day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Software. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the xxxxx (##) day time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Solution.

#### 5.42 Professional Services Warranty

- A. Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under the Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- B. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the Client's premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client's officers. The Client may, at any time, require the removal and replacement of any of Vendor's employees for good cause.
- C. Vendor shall be responsible for the acts of its employees and agents while on the Client's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Client's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the Client, any damage that it, or its employees or agents, may cause to the Client's premises or equipment; on Vendor's failure to do so, the Client may repair such damage and Vendor shall reimburse the Client promptly for the cost of repair.
- D. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- E. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client's staff or visitors.
- F. Vendor and its employees or agents shall have the right to use only those facilities of the Client that are necessary to perform services under the Agreement and shall have no right to access any other facilities of the Client. The Client shall also extend parking privileges to properly identified members of Vendor's full-time staff on the same basis as they are extended to the Client's staff.
- G. The Client shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees or subcontractors.

#### 5.43 Ineffective Training

Vendor will submit to Client an agenda in advance of any training sessions to be covered with the key materials provided during the course of the training. Further, Vendor will provide to Client details associated with the layout of the training facility, computer requirements, as well as all associated media necessary to deliver the course. Client will conduct a rating of the course after its completion and communicate the results of this rating to Vendor for future class improvements. In the event that Client asserts in good faith that any Vendor training consultant lacks the skill or capacity to adequately train Client's staff, Vendor shall replace such training consultant as soon as reasonably possible. If Client notifies Vendor within xxxx (##) business days of the completion of said training, that in Client's reasonable judgment the training sessions provided by such training

consultant were inadequate or ineffective, then Vendor shall provide a credit in training days to Client for all such training sessions.

#### **5.44 Subcontracts**

The Vendor agrees not to subcontract any of the work required by the Agreement without the prior written approval of the Client's County Auditor, or designee. The Vendor agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under the Agreement.

#### **5.45 Non-Performance Escalation Procedures**

In the event that the Client determines that Vendor is not performing in a manner consistent with the intent and spirit of the Agreement or in a manner consistent with commonly accepted business practices, then the Client shall have the right to, in the sequence shown: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance fees, until the non-performance is corrected, (c) request a joint meeting of Vendor and Client decision makers to attempt to resolve the non-performance, (d) require a Vendor employee to be on-site at Client's location until the non-performance is resolved, (e) commencing suit in the Thirteenth Judicial Circuit Court of Missouri, the venue of which is agreed to by Vendor, (f) invoke the Termination clause herein.

#### **5.46 Force Majeure Clause**

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under the Agreement to the extent that the delay is caused by force majeure.

#### **5.47 Force Majeure Requisites**

Force majeure shall not be allowed unless:

- A. Within xxxx (##) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- B. Within xxxx (##) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

#### **5.48 120 Day Maximum**

Under no circumstances shall delays caused by a force majeure extend beyond hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the end of the hundred-twenty (120) day period] written approval is received from the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

#### **5.49 Right of Cancellation**

Either party shall have the right to cancel the Agreement if force majeure suspends performance of scheduled tasks by one or more parties for a period of hundred-twenty (120) or more days from the scheduled date of the task. If a cancellation due to a force majeure occurs before title passes to the Client, the Vendor may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a force majeure after title passes to the Client, the system shall remain with the Client and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

#### **5.50 Liquidated Damages**

Failure on the part of the Vendor to complete critical project milestones as established in the Project Schedule may result in liquidated damages being imposed on the Vendor by the Client for breach of contract and for non-compliance. The milestones will be defined in the Project Schedule and extent of damages will be <###> per day for each day the project Go Live date as defined in the Project Schedule is extended.

#### **5.51 Pricing**

All prices for Vendor's Software and Services hereunder are firm for the term of the Agreement. The Client shall pay Vendor for satisfactory performance of the Software and Services specified in the Agreement, the sums in accordance with Vendor's response to Client's RFP, the Agreement and any related addenda. Client reserves the right to delay the purchase of Software components ("Modules") and related Services. The Modules subject to this price protection are included in Exhibit <##>.

#### **5.52 Change Orders**

The Project Managers appointed pursuant to the Agreement will meet periodically to review the Project Schedule. Changes to the scope of the project including additional Software and Services may be proposed by either party, and if accepted by the parties, the proposed changes shall be reduced to a written document, inclusive of any applicable pricing changes ("Change Order"). Written approval signed by a duly authorized representative of each of the parties of such Change Order must be obtained prior to the provision of any products or services related to such Change Order.

Vendor shall provide to Client a written quotation for any changes in the Agreement, including Software, Services, Customizations, etc. Each Change Order shall be reviewed and approved by Client, and shall be subject to the requirements in the section.

#### **5.53 Payment Terms**

It is expected that certain payments will be made to Vendor by Client upon delivery of the Software with additional payments made for Software and Services based on specific project milestones as defined in the Project Schedule.



Vendor shall invoice **Client** for the Total Amount on Exhibits <##> and <##> according to the following payment schedules:

**Software**

- 25% Due upon Contract Execution
- 25% Due upon initial Software installation
- 25% Due in installments based upon Conditional Acceptance of each Software module
- 25% Due upon Final Acceptance

**Services**

- 50% Due in installments based on Conditional Acceptance of Milestones as defined in the Statement of Work
- 50% Due upon Final Acceptance

**Customizations**

- 30% Due as incurred upon completion of design
- 30% Due upon Conditional Acceptance of Modification
- 40% Due upon Final Acceptance

**Maintenance and Support Services**

- First year maintenance and support services fee due upon Final Acceptance

Vendor shall submit to the Client an invoice in a form agreeable to the Client. The invoice shall be accompanied by such supporting documentation as required by the Client.

**5.54 Right to Withhold Payment**

If the Vendor breaches any provision of the Agreement, the Client shall have a right to withhold all payments due to the Vendor until such breach has been fully cured.

**5.55 Travel Expense Reimbursement**

All travel expense costs must be included in the Vendor's fixed price cost. Client will not make a separate payment for reimbursable expenses. Per Force Majeure, Client shall not be liable for additional travel costs incurred due for any reason outside Vendor's control.

**5.56 Funding Out**

The Agreement shall terminate at such time, if any, that the County Commission fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due.

**5.57 Non-Collusion**

Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any Vendor, employee of the Client, or other person or entity concerning the obtaining of the Agreement. In addition, Vendor agrees that a duly authorized Vendor representative will sign a non-collusion affidavit, in a form acceptable to Client that Vendor has not received from Client any incentive or special payments, or considerations not related to the provision of the Software and Services described in the Agreement.

**5.58 Conflict of Interest**

The Vendor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the Client or any member of his/her immediate family.

**5.59 Maintenance and Support Services**

For as long as Client pays the maintenance and support fees delineated in Exhibit <##>, Vendor will provide Client with maintenance and support services (“Extended Services”) with respect to the Software. Such Extended Services shall consist of the following:

- A. Vendor shall provide maintenance for the Software necessary to insure its operation in material conformance with all Documentation, Contract Documents and all representations and warranties set forth herein.
- B. Vendor shall provide Client with any revisions, updates and enhancements of the Software, together with related documentation, during the period in which enhancement and support services under the Agreement are furnished.
- C. Vendor agrees that the rates specified for Extended Services shall remain in effect for a period of minimally two (2) years from initial contract signing.
- D. Vendor agrees not to assign its Extended Services obligations as contemplated herein, without prior written authorization of Client, which will not be unreasonably withheld. Vendor will not utilize subcontractors for any Extended Services provided herein without the express written authorization of Client.

**5.60 Annual Maintenance and Support Fees**

Annual maintenance and support fees shall not be increased by an annual average percentage greater than the annual Consumer Price Index (CPI) adjustment for the Midwest Region or 3%, whichever is less, for as long as annual support fees are paid and the license agreement between the Client and the Vendor is in effect.

Vendor agrees to send an itemized invoice to the Client at least 90 days before maintenance is up for renewal.

**5.61 Resolution and Response Time Warranty**

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the Vendor’s Project Manager:

Priority 1 support issues are defined as: Mission Critical – Software is down/undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within xxxx (##) business hours.
- Resolution time limit – Vendor shall use its best efforts to resolve within xxxx (#) business day.
- If Vendor and Client are on a support telephone call to resolve a Priority 1 support issue at the time that normal support hours end, Vendor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Client acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - Client shall receive a xxxxx (#) % credit against the annual maintenance and support fees, per incident.

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within xxxx (#) business hours.
- Resolution time limit – Vendor shall use its best efforts to resolve within xxxx (#) business days.
- Penalty for not adhering to time limits - Client shall receive a xxxx percent (#%) credit against the annual maintenance and support fees, per incident.

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within xxxx (##) business hours.
- Resolution time limit – Vendor shall use its best efforts to resolve within mutually agreed upon time limit.
- Penalty for not adhering to time limits - Client shall receive a xxxx percent (#%) credit against the quarterly Support fees, per incident.

### **5.62 Termination of Annual Maintenance and Support**

Client may cancel maintenance upon thirty (30) day notification to the Vendor.

Maintenance may be reinstated by the Client at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. In the event of reinstatement of Maintenance, the Client shall not be forced to move to a new license model and no upgrade fees for licenses already purchased shall be charged by Vendor.

The Vendor shall give the Client at least twenty-four (24) months' notice before unilaterally canceling maintenance. In addition, the Vendor shall continue to support the software/product as long as it is supporting such Software for other customers of Vendor.

### **5.63 Source Code Escrow**

Vendor shall place Source Code for the Software modules licensed by the Client in escrow with an independent third-party (with whom a separate Escrow Agreement will be entered into by Vendor at

March 9, 2017

---

no additional cost to Client). The Source Code shall be kept current with the releases and versions of the Software in live use at the Client. The Source Code shall revert to Client for Client's use if Vendor files for bankruptcy or protection from creditors in a court of law. Client shall then have full rights to use source code for any purposes other than resale.

Independent third-party escrow company will provide appropriate source code to the Client in a timely manner in the event that the Vendor goes out of business or no longer supports the Software being licensed. The same applies if the Vendor is merged or acquired and the Software is no longer supported. Once the Client obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

#### **5.64 Video and Audio Recording**

Client reserves the right to record video and/or audio of any and all training sessions, whether held at Client site, Vendor site, or via teleconference. Use of such recordings shall be strictly for Client staff training purposes.

#### **5.65 Federally Mandated Changes**

Vendor shall supply Client with all federally mandated changes to Vendor's Software. Vendor will make a good faith effort to provide Client with these changes within xxx (##) days of their enactment dates prescribed by the aforementioned bodies. In the event that Vendor is unable to supply these changes within xxxx (##) days of the enactment, Client will be credited a prorated share of the annual maintenance and support fee for every week Vendor is tardy in delivering the required change.

#### **5.66 Future Releases/Upgrades**

Client shall be entitled to future releases and upgrades, whether of a "minor" or major" nature, of Vendor Software for no additional cost beyond the annual maintenance and support fees delineated in Exhibit <##>.

#### **5.67 Solution Longevity**

The Vendor certifies that the Software will remain available and fully supported by Vendor for a minimum of ten (10) years from the date the Agreement is signed and that any material changes to Vendor's company or products will not affect the Client's implementation, maintenance or support of the Software as long as Client pays the annual maintenance and support fees.

#### **5.68 Successor Software Products**

In the event Vendor makes available successor software products with substantially similar functionality as the Software which may be based on a new technical architecture ("Successor Products") within five (5) years of contract signing, Client may transfer the license for the Software to the Successor Products for no additional Vendor license fees. In such event, Client shall pay the then-current annual maintenance and support fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

### **5.69 Functionality Replacement**

The Client maintains the rights to the Software functionality that is licensed herein, even if that functionality later gets renamed or rebundled by Vendor.

### **5.70 Right to Outsource**

Software licensed to Client may be used by a third-party vendor hired by Client to perform outsource services on Client's behalf.

### **5.71 Vendor Merger or Acquisition**

In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for xxxxx (##) years or until the end of the present Agreement term, whichever is longer.

### **5.72 Equal Opportunity Employment/Nondiscrimination Policy**

It is the policy of the Client that all vendors who provide goods and services to the Client by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

- The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder.

Vendor shall, as a condition of providing Software and Services, as required by law and/or the Client's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

Where there has been a conclusive finding that Vendor has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, Vendor may be barred from providing goods and services to the Client from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the Client's governing body.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which Vendor is providing Software or Services to the Client

March 9, 2017

---

shall be regarded as a material breach of the Agreement between the Client and the Vendor, and the Client may terminate such Agreement effective as of the date of delivery of written notification to the Vendor.

Any employee of Vendor providing goods and services to the Client under his Agreement, or any employee of a subcontractor of Vendor providing goods and services to the Client under the Agreement, or any bona fide organization representing such employees may file a written complaint with the governing body or its designated agent, if any, challenging the compliance by Vendor with the terms of this policy, the governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

Any Vendor found to have retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies may be ineligible to provide any goods or services to the Client from the date of such finding.

**6 Contract Terms & Conditions Compliance Checklist**

#	Title	Comply	Exception	Not Comply
5.1.	Scope of Agreement			
5.2.	Documentation			
5.3.	Incorporation by Reference			
5.4.	Entire Agreement Clause			
5.5.	Applicable and Governing Law Clause			
5.6.	Wording Conflicts			
5.7.	Standard Forms and Contracts			
5.8.	Grant of License			
5.9.	Use of Licenses by Personnel Who Are Not Employees			
5.10.	Replication of Software			
5.11.	Disaster Recovery & Disaster Recovery Testing			
5.12.	Term and Termination Clause			
5.13.	Warranty			
5.14.	Year 2000 Warranty			
5.15.	Continuity of Warranty			
5.16.	Disclaimers and Limitations of Remedies			
5.17.	Intellectual Property			
5.18.	Indemnification			
5.19.	Patents, Copyrights, and Proprietary Rights Indemnification			
5.20.	Insurance			
5.21.	Unlimited Liability for Software Vendor Infringement			
5.22.	Freedom of Information Act			
5.23.	Confidentiality			
5.24.	Title and Confidentiality			
5.25.	Identification of Parties to the Agreement Clause			
5.26.	Notices Clause			
5.27.	Agreement Extension and Modification Clause			
5.28.	Contract Extension			
5.29.	Changes in Agreement			
5.30.	Survival Clause			
5.31.	Risk During Software Installation			
5.32.	Subcontractors			
5.33.	Control of Sub-Contractor, Project Team and Project Manager Designation			
5.34.	Effect of Regulation			
5.35.	Assignments			
5.36.	Vendor as Independent Contractor			
5.37.	Advertisement			
5.38.	Password Security			
5.39.	Project Schedule and Acceptance.			
5.40.	Programming Services			
5.41.	Acceptance Testing			
5.42.	Professional Services Warranty			

#	Title	Comply	Exception	Not Comply
5.43.	Ineffective Training			
5.44.	Subcontracts			
5.45.	Non-Performance Escalation Procedures			
5.46.	Force Majeure Clause			
5.47.	Force Majeure Requisites			
5.48.	120 Day Maximum			
5.49.	Right of Cancellation			
5.50.	Liquidated Damages			
5.51.	Pricing			
5.52.	Change Orders			
5.53.	Payment Terms			
5.54.	Right to Withhold Payment			
5.55.	Travel Expense Reimbursement			
5.56.	Funding Out			
5.57.	Non-Collusion			
5.58.	Conflict of Interest			
5.59.	Maintenance and Support Services			
5.60.	Annual Maintenance and Support Fees			
5.61.	Resolution and Response Time Warranty			
5.62.	Termination of Annual Maintenance and Support			
5.63.	Source Code Escrow			
5.64.	Video and Audio Recording			
5.65.	Federally Mandated Changes			
5.66.	Future Releases/Upgrades			
5.67.	Solution Longevity			
5.68.	Successor Software Products			
5.69.	Functionality Replacement			
5.70.	Right to Outsource			
5.71.	Vendor Merger or Acquisition			
5.72.	Equal Opportunity Employment/Nondiscrimination Policy			



**6.1 Contract Terms and Conditions – Exception Explanations**

For all items marked as “Exception” in the Agreement Terms and Conditions Compliance Checklist, a Vendor must fully explain the exception on the Exception Explanations form below.

Exception Explanations		
#	Title	Explanation of Exception

## 7 Proposal Forms

### 7.1 Introduction

This section contains various forms that should be prepared and submitted along with the Vendor's proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

- Proposal Signature Form
- Non-Collusion Affidavit
- Minimum Criteria
- Company Background Form
- Technical Requirements Form
- Vendor Hosting Form
- Project Management Approach Form
- Report Development Form
- Training Form
- Staffing Plan Form
- Ongoing Support Services Form
- Client Reference Form
- Pricing Forms
- E-verify Document
- Certification Regarding Debarment

For vendors proposing as a prime vendor with subcontractors: subcontractors shall complete the staffing form and reference form.

**7.2 Proposal Signature Form**

The undersigned, as authorized Vendor, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The Vendor will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal.

Proposals shall include installation services, and the successful Vendor shall obtain all required permits and pay fees required.

State payment terms:

State term proposal is held firm for:

State warranty on equipment:

State maximum time required for shipping, F.O.B. Columbia, Missouri:

**PROPOSAL: ERP System Selection Project 03-13APR17**

	\$	
(Total price written in words)		(Total One-Time Cost – as noted on the Proposal Pricing Forms – Proposal Summary tab)
Vendor Name:		Date:
Address:		
Telephone:		
Signature:		
Email:		
(Person executing response and official capacity)		

(Names of principal officers: designate official capacity)		(If partnership or assumed name, indicate name of owners)

March 9, 2017

**7.3 Non-Collusion Affidavit**

**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF  
THE VENDOR AND FURNISHED WITH EVERY PROPOSAL  
NON-COLLUSION AFFIDAVIT**

STATE OF: \_\_\_\_\_

County OF: \_\_\_\_\_

TAX ID NUMBER: \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says he/she is the \_\_\_\_\_ (Name) (Title)

Of \_\_\_\_\_ the Vendor that has  
(Company)

submitted to the **County** a proposal for a **ERP System Selection Project 03-13APR17** all as fully set forth in said proposal and that except as specified below, the aforementioned Vendor constitutes the only person, firm, or corporation having any interest in said proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

\_\_\_\_\_  
(If no exceptions, please state)

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of the **County** is directly or indirectly interested in said proposal.

\_\_\_\_\_  
(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(Day) (Month) (Year)

\_\_\_\_\_  
(Notary Public)

**7.4 Minimum Criteria**

As noted in section 1.8 of this RFP, proposed solutions **MUST** meet all of the following requirements. **Proposals not meeting these requirements will be rejected.** Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

<b>Minimum Criteria</b>	<b>Yes/No</b>
<b>RFP Response Timeliness</b> RFP response is submitted by the due date and time.	
<b>Response Authorization</b> The RFP response is signed by an authorized company officer.	
<b>Response Completeness</b> Vendor complied with all mandatory requirements of the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the County's Purchasing department in conjunction with the Steering Committee to be either a defect that they will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.	
<b>Minimum Client Software Installations</b> Must have provided software for at least 5 successful installations of similar size and complexity within the last 5 years.	

**7.5 Company Background Form**

Vendor name:	
Software brand name:	
Software version proposed (years in production):	
Is Vendor prime contractor:	Yes <input type="checkbox"/> No <input type="checkbox"/>

1.	What are the key differentiators of your company and its proposed solution?
2.	What awards has your company or proposed solution obtained that are relevant to this project?
3.	What documentation is available from an independent source that positively promotes either the company or products the Vendor is offering?
4.	What strategic alliances have you made to further strengthen your product and services?
5.	How do you guarantee the services provided by your company?
6.	What are your near-term and long-term goals, and the strategies to reach these goals?
7.	What is your niche in the marketplace and your preferred customer size?
8.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.).
9.	Please describe your commitment to providing solutions for the public sector marketplace.

10. How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?											
		<b>Missouri</b>	<b>Nationally</b>								
	Local government										
	Other public sector										
	Other non-public sector										
	<b>Overall:</b>										
11. How many fully operational customer installations, in total, has the Vendor completed?											
		<b>Missouri</b>	<b>Nationally</b>								
	Local government										
	Other public sector										
	Other non-public sector										
	<b>Overall:</b>										
12. How many current system implementations of your solution are <i>in-process</i> within both the State of Missouri and the region of the Country that includes the State of Missouri?											
<table border="1"> <thead> <tr> <th colspan="2">Current in-process Implementations</th> </tr> </thead> <tbody> <tr> <td>State of Missouri</td> <td></td> </tr> <tr> <td>Region</td> <td></td> </tr> <tr> <td><b>Total:</b></td> <td></td> </tr> </tbody> </table>				Current in-process Implementations		State of Missouri		Region		<b>Total:</b>	
Current in-process Implementations											
State of Missouri											
Region											
<b>Total:</b>											
13. Please state the year your company started in the business of selling the proposed solution to local governments:											
14. Where is the Vendor's closest support facility/sales office to Columbia, Missouri?											
15. Where is the Vendor's company headquarters?											
16. Please list the Vendor's sales in the previous three years:											
		<b>Year</b>	<b>Sales</b>								
		2016									
		2015									
		2014									
17. How many total employees does the Vendor have in each of the following categories:											
		<b>Area</b>	<b>Number</b>								
		Sales/Marketing									
		Management/Administration									
		Help Desk Staff									
		Development Staff									
		Other									
		<b>Total:</b>									

18.	What is the Vendor's hourly rate for additional implementation assistance beyond that which is included in the Vendor bid by skill set?		
	<b>Rates for Additional Implementation Assistance</b>		
	<b>Skill Set</b>	<b>Hourly Rate</b>	
		\$ / hr.	
		\$ / hr.	
		\$ / hr.	
19.	Please indicate two separate potential visits of four consecutive days each in which the Vendor will commit to being available for an onsite demonstration and your preference.		
	<b>Demonstration Date Options</b>		
	<b>Option</b>	<b>Visit #1</b>	<b>Visit #2</b>
	Week of June 5		
	Week of June 12		
	Week of June 19		
20.	What would be the Vendor's preferred comparably sized, site visit location?		
21.	Is there any outstanding litigation against your company?		

**7.6 Technical Requirements Form**

1.	Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the County's current WAN and remote computing requirements and indicate what changes are required or recommended.
2.	What database are you proposing?
3.	Does your proposal contain or envision the use of a data warehouse? If yes, describe your data warehousing capabilities and architecture.
4.	Describe the system administration tools that are used to manage the application including any data archival tools, data backup and recovery tools, tools for managing application updates, online help management tools, etc.
5.	Describe the network management systems that either your system uses, interoperates/integrates with, or you recommend. Please specify.
6.	Describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user's desktop.



7.	Describe the minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application such that the County can determine the extent to which existing computers must be upgraded or replaced.
8.	Please describe the physical and technical preferences for a user acceptance testing (UAT) environment?
9.	Describe the systems recommended backup and recovery process?
10.	Describe the method used to refresh data in the DEV, TEST and TRAINING environment from LIVE.
11.	Describe the process restore individual records from a system backup?
12.	Describe all printer languages supported and any known exceptions?
<b>System Performance</b>	
13.	System response time must not impede the ability for departmental staff to perform their required job functions using the system. Will your system be available 99.5% of the time, except for planned downtime?
14.	Can you guarantee a 3-second maximum response time?
15.	What are your guarantees on system performance?
<b>Security</b>	
16.	Describe the identification and authorization capabilities of your proposed solution for users.
17.	Describe how your system interoperates with Active Directory.
18.	Describe the security audit capabilities of your proposed solution.
19.	What functions does your proposed system have to protect the privacy of information designated "private" (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, etc.) that it processes or stores?
20.	What will you do to address vulnerabilities in your product discovered subsequent to us deploying your code? In what time interval will they be fixed (Critical & non-critical)? At what cost to the County?

21.	What is your process for notifying the customer and fixing bugs once they have been identified?

**7.7 Vendor Hosting Form**

1.	Will your company host the solution or will this be managed by a third party?
2.	Where are the data center and storage facilities?
3.	Please provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your proposed solution.
4.	Does the system interface support a browser interface with or without the help of additional components?
5.	How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?
6.	What system/application availability and response time will your proposed system meet? What are the County's responsibilities to ensure this level of performance?
7.	How do you track monthly usage for subscription-based services?
8.	How much notification will you give the County in advance of any scheduled downtime?
9.	Where would local support be located for a client in Columbia, Missouri?
10.	Are support calls included in annual maintenance fees, or charged on a per call basis? If on a per-call basis, please specify rates and billing method
11.	Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.

**7.8 Project Management Approach Form**

1.	How does the Vendor plan to manage the vast amount of material that is produced during the project through potential solutions such as a collaboration environment?
2.	Provide specific information on project close-out activities to transition support to the County.
3.	How will project management be resourced?

**7.9 Report Development Form**

1.	What is the query tool and report writer that Vendor is proposing?
2.	What reports are available out of the box? Provide a list and samples at the end of this section.
3.	Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?
4.	It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Does your proposal meet this expectation?

**7.10 Training Form**

1.	What is your recommended approach to training (End-user vs. train the trainer), for this County, and why?
2.	What types of training documentation will be developed by the Vendor?
3.	Describe the opportunities for ongoing training.
4.	Describe any available options for online training material.

**7.11 Staffing Plan Form**

1.	Identify the degree to which Vendor staff will be onsite versus off-site during the project.

2.	Provide the resource and configuration requirements for the Vendor's staff during the implementation:																																				
	<table border="1" style="width: 100%;"> <tr><td style="width: 50%;">Number of workstations</td><td></td></tr> <tr><td>Number of desks</td><td></td></tr> <tr><td>Number and size of dedicated rooms for the project</td><td></td></tr> <tr><td>Parking</td><td></td></tr> <tr><td>Telephones</td><td></td></tr> <tr><td>Network accessibility needs</td><td></td></tr> <tr><td>White boards</td><td></td></tr> <tr><td>Flip charts</td><td></td></tr> <tr><td>Power requirements</td><td></td></tr> <tr><td>Other resource needs</td><td></td></tr> </table>	Number of workstations		Number of desks		Number and size of dedicated rooms for the project		Parking		Telephones		Network accessibility needs		White boards		Flip charts		Power requirements		Other resource needs																	
Number of workstations																																					
Number of desks																																					
Number and size of dedicated rooms for the project																																					
Parking																																					
Telephones																																					
Network accessibility needs																																					
White boards																																					
Flip charts																																					
Power requirements																																					
Other resource needs																																					
3.	Use the table provided below to identify the number of County business staff expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.																																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Project Role</th> <th style="width: 50%;">Project Responsibilities</th> <th style="width: 20%;">FTE</th> </tr> </thead> <tbody> <tr><td>Executive Sponsor(s)</td><td></td><td></td></tr> <tr><td>Project Manager</td><td></td><td></td></tr> <tr><td>Project Administrator</td><td></td><td></td></tr> <tr><td>Functional Process Owners</td><td></td><td></td></tr> <tr><td>Functional Process Team Participants (per member involvement)</td><td></td><td></td></tr> <tr><td>Training Coordinator Team Lead</td><td></td><td></td></tr> <tr><td>Change Management Team Lead</td><td></td><td></td></tr> <tr><td>Communications Team Lead</td><td></td><td></td></tr> <tr><td>Other Roles (specify)</td><td></td><td></td></tr> <tr><td>Other Roles (specify)</td><td></td><td></td></tr> <tr><td>Other Roles (specify)</td><td></td><td></td></tr> </tbody> </table>	Project Role	Project Responsibilities	FTE	Executive Sponsor(s)			Project Manager			Project Administrator			Functional Process Owners			Functional Process Team Participants (per member involvement)			Training Coordinator Team Lead			Change Management Team Lead			Communications Team Lead			Other Roles (specify)			Other Roles (specify)			Other Roles (specify)		
Project Role	Project Responsibilities	FTE																																			
Executive Sponsor(s)																																					
Project Manager																																					
Project Administrator																																					
Functional Process Owners																																					
Functional Process Team Participants (per member involvement)																																					
Training Coordinator Team Lead																																					
Change Management Team Lead																																					
Communications Team Lead																																					
Other Roles (specify)																																					
Other Roles (specify)																																					
Other Roles (specify)																																					
4.	Use the table below to identify the number of technical resources expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.																																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Project Role</th> <th style="width: 15%;"># of FTEs</th> <th style="width: 25%;">Skill Set Required</th> <th style="width: 15%;">Training Required?</th> <th style="width: 20%;">Training Provided?</th> </tr> </thead> <tbody> <tr><td>Help Desk</td><td></td><td></td><td></td><td></td></tr> <tr><td>Trainer</td><td></td><td></td><td></td><td></td></tr> <tr><td>DBA</td><td></td><td></td><td></td><td></td></tr> <tr><td>Report Developer</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Project Role	# of FTEs	Skill Set Required	Training Required?	Training Provided?	Help Desk					Trainer					DBA					Report Developer															
Project Role	# of FTEs	Skill Set Required	Training Required?	Training Provided?																																	
Help Desk																																					
Trainer																																					
DBA																																					
Report Developer																																					

	Application Support				
	System Administrator				
	Security Administrator				
	Other Roles				
	Other Roles				
	Other Roles				
	Other Roles				

**7.12 Ongoing Support Services Form**

Support and Maintenance	
1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.
2.	Provide Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures.
3.	Identify the party or business unit that is responsible for the support options provided above. The Vendor shall include information for a County-hosted versus a Vendor-hosted solution.
4.	Provide the following regarding the number of business staff the County should expect to be committed to providing ongoing application support: <ul style="list-style-type: none"> <li>a. Role</li> <li>b. Responsibility</li> <li>c. Estimated time commitment in terms of FTE time</li> </ul>
5.	For ongoing IT staff resources, please provide the following information: <ul style="list-style-type: none"> <li>a. Type of positions required (e.g., help desk, trainer, DBA, report developer, application support, system administrator, security administration, etc.)</li> <li>b. Number of FTEs within each position</li> <li>c. Skill sets required for each position</li> <li>a. Training required and whether the Vendor provides this training</li> </ul>
6.	Do you limit the number of County staff who can call in for support? If yes, explain your model and how additional staff can be included and at what incremental cost? If there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?

7.	Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.																					
8.	Will the vendor contractually agree to:																					
	<table border="1"> <thead> <tr> <th colspan="3" data-bbox="375 470 1427 506">Contractual Inquiry</th> </tr> <tr> <th data-bbox="375 506 1141 541">Term / Condition</th> <th data-bbox="1141 506 1284 541">Yes</th> <th data-bbox="1284 506 1427 541">No</th> </tr> </thead> <tbody> <tr> <td data-bbox="375 541 1141 577">Provide <u>on-site</u> staff for training and implementation</td> <td data-bbox="1141 541 1284 577"></td> <td data-bbox="1284 541 1427 577"></td> </tr> <tr> <td data-bbox="375 577 1141 613">Non-performance hold-backs?</td> <td data-bbox="1141 577 1284 613"></td> <td data-bbox="1284 577 1427 613"></td> </tr> <tr> <td data-bbox="375 613 1141 680">Payment hold-backs until fully operational and formally accepted?</td> <td data-bbox="1141 613 1284 680"></td> <td data-bbox="1284 613 1427 680"></td> </tr> <tr> <td data-bbox="375 680 1141 747">Allow the County to approve Vendor staff assigned to help with implementation?</td> <td data-bbox="1141 680 1284 747"></td> <td data-bbox="1284 680 1427 747"></td> </tr> <tr> <td data-bbox="375 747 1141 919">One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires (i.e. maintenance and support costs are not charged for the first year during implementation, etc.)</td> <td data-bbox="1141 747 1284 919"></td> <td data-bbox="1284 747 1427 919"></td> </tr> </tbody> </table>	Contractual Inquiry			Term / Condition	Yes	No	Provide <u>on-site</u> staff for training and implementation			Non-performance hold-backs?			Payment hold-backs until fully operational and formally accepted?			Allow the County to approve Vendor staff assigned to help with implementation?			One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires (i.e. maintenance and support costs are not charged for the first year during implementation, etc.)		
Contractual Inquiry																						
Term / Condition	Yes	No																				
Provide <u>on-site</u> staff for training and implementation																						
Non-performance hold-backs?																						
Payment hold-backs until fully operational and formally accepted?																						
Allow the County to approve Vendor staff assigned to help with implementation?																						
One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires (i.e. maintenance and support costs are not charged for the first year during implementation, etc.)																						
9.	Describe how your software will be licensed to the County (e.g. site license, named users, concurrent users, etc.)																					
<b>Software Updates and Distribution</b>																						
10.	<p>It is anticipated that all system updates and release patches will be downloadable from the Vendor’s web site. An accumulation patch process is desired. Provide information on how “server” and “client-side” software updates are received, processed and distributed to either the server and/or client environment, including but not limited to:</p> <ol style="list-style-type: none"> <li>Backward version compatibility and support of back versions,</li> <li>Timeframe/policy on moving to new versions,</li> <li>Automatic product upgrades or on demand,</li> <li>Ease of implementation for County staff versus need to contract for services.</li> <li>Use of Microsoft Systems Management Server (SMS) 2003 and/or Microsoft Software Update Services (SUS) to deploy new versions and patches to servers and clients.</li> </ol>																					
11.	<p>Describe the product release cycle including:</p> <ol style="list-style-type: none"> <li>Frequency of upgrades/enhancements or new versions (major and minor version releases)</li> <li>Contents of release,</li> <li>How long release takes to implement, and</li> <li>Use of release notes.</li> </ol>																					
12.	Describe your five-year road map for the proposed ERP system.																					

<b>Customizations</b>	
13.	How does the Vendor define customization versus configuration?
14.	How can the County customize or configure the software directly without Vendor involvement?
15.	How are local customizations or configurations maintained when installing new releases of the Vendor's software?





## 7.14 Pricing Forms

Please complete the pricing forms that have been provided in the associated Microsoft Excel pricing spreadsheet. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The County requests a firm, fixed price for each of the components described below that are included on the attached Microsoft Excel pricing spreadsheet as separate tabs:

- Vendor Checklist (including overall Hosting/Licensing Model, Travel & Lodging Costs, and Discount)
- Proposal Summary (no direct input required, only comments if required)
- Module Summary (no direct input required, only vendor-defined modules if desired)
- Module Information
- Application Software
- Other Software
- Hardware
- Implementation Services
- Train-the-Trainer Training
- Optional End-User Training
- Interfaces
- Modifications
- Other Implementation Services

7.15 E-verify Document

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director

Phone:(573) 886-4391



613 E. Ash Street, Room 110  
Columbia, MO 65201

Fax: (573) 886-4390

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the vendor awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.**



**7.16 Certification Regarding Debarment**

**(Please complete and return with RFP Response)**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date