

County of Marin, CA

**Request for Proposal
For**

**Administrative Technologies of Marin (ATOM)
Project**

Issue Date: October 29, 2013

Closing Date: December 16, 2013 at 4:00 p.m.

Pre-Proposal Meeting

(Strongly Recommended):

November 14, 2013 11:00 a.m. - 1:00 p.m.

Embassy Suites San Rafael-Marin County

101 McInnis Parkway

San Rafael, CA 94903

Proposal Submission

Proposal Due Date: December 16, 2013 at 4:00 p.m.

Submit to County: 1 printed, signed, original technical proposal and signed addenda, 6 copies of original technical proposal, 1 electronic version (e.g. CD, thumb drive, etc.) of the technical proposal and any supporting documentation, including the following files:
Administrative Technologies of Marin (ATOM) Project - Specifications.xlsx
Administrative Technologies of Marin (ATOM) Project - Vendor Forms.docx

1 printed, signed, original cost proposal,
1 copy of original cost proposal, and 1 electronic version of the cost proposal (e.g. CD, thumb drive, etc.), including the following file:
Administrative Technologies of Marin (ATOM) Project - Pricing Forms.xlsx

Send to:
County of Marin
County Administrator's Office c/o ATOM
3501 Civic Center Drive, Room 325
San Rafael, CA 94903

Important Notice:

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

County of Marin
County Administrator's Office c/o ATOM
3501 Civic Center Drive, Room 325
San Rafael, CA 94903

The County of Marin, CA (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 proposers relying on other information do so at their own risk.

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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.

Administrative services executive leadership will be in attendance at the Vendor pre-proposal meeting to deliver timely and pertinent information and to answer questions. Your attendance is strongly encouraged.

Vendors issuing an 'Intent to Propose' by the proscribed deadline will be assured to receive any updates to schedule, RFP design, and responses to common questions.

Milestone	Timeframe
RFP issuance	October 29, 2013
Vendor pre-proposal meeting	November 14, 2013
Deadline for clarification questions	November 19, 2013
County distributes responses to Vendor RFP clarification questions	November 22, 2013
'Intent to Propose' form due from vendors	November 22, 2013
Vendor proposals due	December 16, 2013 at 4:00 p.m.
Notification of demonstration dates	February 10, 2014 through February 14, 2014
Demonstrations of software	February 24, 2014 through March 14, 2014
Site Visits and other due diligence	Conclude by May 28, 2014
Contract negotiations and award	Estimated July, 2014

1 Introduction

1.1 Overview

The County of Marin is interested in soliciting proposals from qualified providers of ERP software designed for public sector, 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.

Organizations for which the new solution will be implemented include:

1. All County departments.
2. All independent and dependent special districts using the County's current legacy systems.
3. Marin County School districts using the County's current legacy systems.

Regarding bullets 2 and 3 above, as with most California counties a number of entities outside of Marin County's departments use the current legacy systems; some are required by law to invest their funds with the County's treasury while others voluntarily use the County's systems as they are small entities without the resources to support their own ERP systems. Most of these entities are very small and/or only have a few users and interact with the legacy system via paper forms (e.g., a journal entry) that are rekeyed by the County Auditor-Controller staff. Additionally, a majority of these entities only invest their funds with the County's treasury and only process periodic journal entries for deposits and disbursements. However, some of these entities more fully utilize the County's current legacy systems, including the general ledger, accounts payable, warrant reconciliation, payroll, reporting and the like. Vendors should assume for the organization scope of this project that all of the above entities will be in the scope of the project and that the current service levels and/or functions used by these entities in the current legacy systems should be the same in the new ERP system. Therefore, the proposed vendor's implementation effort and user licenses should incorporate this information.

For more information on the actual number of entities comprising the population for bullets 2 and 3 above, please refer to

<http://www.marincounty.org/depts/df/~media/Files/Departments/DF/1213WebFinal.pdf>

1.2 Definitions

The following definitions are used in the RFP:

- **Client or County** means the County of Marin
- **Plante Moran**: The County's consultant for the project.
- **Vendor or Proposer** means a firm, company or organization submitting a proposal in response to this RFP.
- **Administrative Technologies of Marin (ATOM) Project** means the software solution that the successful Vendor responding to this RFP will be responsible for providing

1.3 County Background

The County of Marin, California (or “the County”) in the San Francisco-Oakland Bay Metropolitan Statistical Area, was established in 1850 as one of California’s original 27 counties following the adoption of the State Constitution in 1849. The County of Marin currently consists of 520 square miles and contains 11 incorporated cities and towns.

The County government functions as a local government body to serve the needs of its residents including social services, public health protection, housing programs, property appraisal and assessment, tax collection, criminal prosecution, elections, and public safety. The County also provides municipal services and acts as an administrative agent for state and federal government programs.

The County of Marin is an organization comprised of 22 departments with approximately 2,000 fulltime and 900 contingent employees. The County has an operating budget of \$445.1 million for FY 2012-2013 and also serves over 100 special districts with a cumulative budget similar in value to the County. The Board of Supervisors, made up of an elected representative from each of the five voting districts in this general law County, governs the County. Among several other responsibilities, the Board of Supervisors also serves as the governing board of the County’s Open Space District, County Free Library, flood control districts, lighting districts, county service areas, sewer maintenance districts, and the Housing Authority.

The County provides a full array of services to its residents pursuant to local, State and Federal guidelines and funding. These services include countywide services such as health and human services, criminal justice, elections, property assessment, and tax collection, along with municipal services to unincorporated residents such law enforcement, parks, libraries, fire, land use permitting, roads, and infrastructure. County departments collaborate to provide high quality services and programs to the residents, businesses and visitors of the County. The central and most visible location of the County government is the The Marin County Civic Center in San Rafael, CA which was designed by Frank Lloyd Wright and is on the National Register of Historic Places.

The County of Marin's natural sites include Muir Woods redwood forest, the Marin Headlands, Stinson Beach, Point Reyes National Seashore, and Mount Tamalpais.

To improve the coordination and accountability for administrative functions, the Board of Supervisors designated the County Administrator to oversee the Administrative Services departments of the Departments of Finance, Human Resources, and Information Services and Technology. With these departments working together across departmental lines, the Administrative Services team is committed to continuously improving the support provided to the County’s operating departments.

Over next 5 years, the County of Marin is likely to lose one-third of the current workforce to retirements, raising concerns for effective succession planning and knowledge management. Workforce data and comprehensive reporting tools will be essential to the organization’s ability to effectively manage this high rate of turnover. The ability to recruit and retain the quality talent will be fundamental to our future success. Giving our workforce modern and effective systems to support workforce-related decisions is of the highest priority to the organization.

The County implemented SAP in 2006 and 2007, and currently uses this software to support Finance, Human Resources, Payroll and Budget business functions. An additional 88 systems, which are either required to provide functionality that SAP does not support or are results of SAP

being improperly implemented, are supported by the County. In addition, over the past 5-7 years, approximately 250 shadow systems and other ancillary tools, mostly developed in Microsoft Excel or Word, have been deployed to provide further support for the departments. The County currently employs 12.5 FTEs to support SAP, while the departments utilize some technology and administrative support staff to maintain shadow systems, etc.

The County of Marin is ready to choose a vendor who will partner with us on this innovative project. The Administrative Technologies Of Marin (ATOM) Project is a countywide effort focused on improving our business processes, increasing efficiencies, and ultimately implementing an ERP system that is designed for local government. We have a focused Executive Steering Committee composed of administrative services department heads, and we have a PMO managed by our Information Services & Technology department. We feel well-positioned and ready to rise to the challenges that lie ahead of us.

1.3.1 Project Objective

Key Objectives

- Replace all aspects of SAP with more effective and efficient software designed for public sector administrative services operations
- Provide a clear phased implementation approach starting with Finance and following with HR & Payroll
- Identify software implementation and business process change risks and devise a strategy for mitigating them
- Establish the basis for a long-term relationship with a reputable vendor (or vendors)
- Select a solution that is proven to operate in County government
- Achieve a reasonable and measurable return on investment versus the status quo
- Engage key stakeholders at the County and prepare them to adopt and sponsor change
- Enable a strategy for standardizing processes and eliminating the user communities need for unsupported shadow systems

1.4 Current Application Environment

*Legend for Current Applications		
Legend Code		Description
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
I	Interface	The County is intending on keeping the application and interfacing/integrating it with the selected solution.
M	Maintain	The County is intending to maintain this application and not interfacing/integrating it with the selected solution.

In addition to the primary systems listed below, County departments utilize dozens of commercial off the shelf and ‘homegrown’ shadow systems in order to meet unmet functional needs as per the limitations of the Current ERP system. The majority of the shadow systems in use today are designed to provide custom reporting capability to the user departments that doesn’t exist in the current SAP solution today. It is the County’s intent to replace as many of these shadow systems as part of the ATOM project initiative as feasible within the time constraints of the project.

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected ERP Module
1099 PRO	Printing and uploading of 1099Rs	Department of Finance	C	Accounts Payable
CAMS	Asset acquisition	DPW	C	Fixed Assets
CUBS	Billing and Collections System, including following information regarding collections, notes, and payments plans. Interfaces with Franchise Tax Board and Property Tax Software.	Department of Finance (Central Collections)	C	Miscellaneous Billing and Accounts Receivable

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected ERP Module
Hansen	Work Orders	CDA	I	General Ledger
JobAps	Recruiting	Human Resources	C	Recruiting
SAP	Core Financials	Department of Finance	R	All Financial Modules
SAP	Human Resources	Human Resources	R	All Human Resources Modules
SAP	Position control and budgeting	Human Resources	R	Budgeting and Performance Management
SAP	Purchasing	Department of Public Works	R	Purchasing
SAP	Time and Attendance	Department of Finance	R	Time and Attendance
TAPIS	Taxpayer And Property Information System	Department of Finance (Tax Collector)	I	
TeleStaff	For payroll and scheduling	Fire	I	
Samaritan	Volunteer and Intern Tracking	Human Resources	C	Volunteers and Interns

1.5 Current Technical Environment

The County has established technology standards and would prefer to adhere to them as part of the implementation of the Administrative Technologies of Marin (ATOM) Project. 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 Vendor’s proposed solution and the County’s defined environments and mitigation strategies wherever conflicts are identified
- Recommendations of how best to implement and operate the proposed solution within the County’s defined environments

Summary of Network and Computing Environments and Technical Standards

Topic	Description
Network Infrastructure Configuration (WAN & Internet)	<ul style="list-style-type: none"> ▪ The County’s computer network encompasses 39 buildings total. The data center facility is the core/center of the network. All key resources are housed at this location with a very high speed connection to the Civic Center ▪ The County operates mostly an MPLS network at 500MB , with star topology to most offsite locations. It also operates a point to point connection to one facility running at a 10 Gbps speed.
Data Center	<ul style="list-style-type: none"> ▪ The Primary Data Center will be in its own building. The DC space is adequately sized and is planning on a mid-2014 opening. It will have the following features: <ul style="list-style-type: none"> • 120 voltage electrical circuits are available for use. The facility is supported by backup generator and Data Center UPS. The UPS can support a wide variety of voltage & current requirements; e.g. 120/15A, 120/20A, 220/20A, 220/30A, etc. • Both the UPS and the generator have additional capacities to support incoming system(s) for this project. • A dedicated HVAC system is used for temperature and humidity control and there is redundancy by way of a separate HVAC unit. • There is an adequate, separate from the building, fire suppression system in the building. • Access to the data center is restricted via door access control.

Topic	Description
Data Network	<ul style="list-style-type: none"> ▪ The County’s data network is a Cisco based network that largely uses Cisco Nexus 7K at the core and 3750/2900 series equipment at the remote sites. ▪ The users report that the network is very reliable and has few issues. It has a high reliability of above 99.99%. ▪ Most workstations have 1-Gbps switched capability and are running at 1Gbps-Mbps. There are approximately 3300 (servers, workstations, laptops, switches, printers etc.) devices on the network. ▪ In the IT Data Center, a majority of the servers connect to the network core switch using 1000Mbps/10Gbps Tx (copper) connections. There are additional ports to support incoming system(s) for this project.
Logical Network	<ul style="list-style-type: none"> ▪ Multiple VLANS are used on the network. Larger buildings are segmented with multiple VLANs for better traffic management. ▪ TCP/IP and IP OSPF protocols are used on the WAN and LAN. ▪ IP Subnets are assigned to the VLANs as necessary.
Server & Operating System Standard	<ul style="list-style-type: none"> ▪ In the County, there are approximately 250 servers in use by the County. The majority are Dell Power Edge branded Physical Servers, but there are many Hewlett Packard servers in use as well. The vast majority are attached to the network in the primary data. ▪ The servers vary in age, with half off the servers newer than 5 years old, the remainder older than 5, but those will be decommissioned by the end of 2014. ▪ Most of the servers that are in use have a utilization rate between 11 and 50%. ▪ Most of the servers have some redundant features, such as dual power supplies and mirrored disks. ▪ Windows 2003 and Windows 2008 Server are the most commonly used operating systems that are used. ▪ There are 13 VMware 5.1 servers in use, hosting over 300 servers ▪ There are 8 HyperV 2012 R2 servers in use, hosting 200 servers. ▪ The County’s current standard for OS and DB are Windows 2008R2 and SQL 2008. ▪ Microsoft Exchange 2010 is the messaging platform for the County. The Sheriff runs a separate installation of Exchange 2003, which will be upgraded to Exchange 2013 next year. ▪ There is a patch management policy in place and servers are being patched in an orderly and effective manner.

Topic	Description
Storage & Backup Environment	<ul style="list-style-type: none"> ▪ The County has a Dell Compliant SAN that utilizes iSCSI for connectivity to the hosts. ▪ The SAN has approximately 75TB available for expansion today. ▪ The County is using Symantec Backup Exec 2010 for its backup system and currently backs up to various types of media. ▪ There is a full backup performed at least monthly, with the MS-SQL databases being fully backed up every day. ▪ The tapes are kept in an offsite, secure facility
Workstation Standard	<ul style="list-style-type: none"> ▪ The Current County Standard PC purchased today is: <ul style="list-style-type: none"> • Dell PC • Intel I7 • 8GB RAM • 128GB Hard Disk Drive • OnBoard Video • Gigabit Network card ▪ The standard County OS is Windows 7. ▪ Ghost and Acronis are used to image the PCs. ▪ Patching is accomplished using Microsoft System update services for OS patches and by Group Policies and scripts for the applications. ▪ AVG is used for Antivirus on the desktop. ▪ Desktops are on a rotation for replacement.
Web Browser Standard	<ul style="list-style-type: none"> ▪ Microsoft Internet Explorer 8
Application Development/Major Applications	<ul style="list-style-type: none"> ▪ Visual Studio 2010 is used for in-house programming ▪ SharePoint 2007/2010 and Hyland OnBase 13 is used for imaging ▪ Crystal Reports and Microsoft SQL Reporting Services are both used in Crystal report development.

1.6 Other Planned Initiatives

The County has ongoing and one-time project commitments that will run in parallel to this project.

As part of the proposal process Vendors should note in their staffing plans and proposed implementation schedules the peak work periods that will involve County staff. For reference and planning purposes, the information below is a general framework of known County Finance related projects that will require staff dedication.

Project Description		Timing
1	Budget Planning (CAO)	January – June
2	MFR (CAO)	November-February
4	FYE close process (Accounting)	June – September
5	External audit preparation (Accounting)	August – October
6	CAFR (Accounting)	October – January
7	Budget Book (Accounting)	August – November
8	Gann Limit (Accounting)	September
9	Annual A-87 Cost Allocation Plan (Accounting)	September – December
	Annual State Controller Reports (Accounting)	September – October
6	1099 and year-end close (AP)	December – January

1.7 Expected Scope of System Solution

The County is requesting that responding vendors propose a complete Administrative Technologies of Marin (ATOM) Project solution encompassing all of the Foundation Application Software (defined below), including software, hardware specifications, project management, and other professional services for the entire scope of the project. The proposed solution may include software components where the intellectual property rights are owned by another software company for Companion Application Software.

All of the software modules listed below are important to the County of Marin. Vendors are encouraged to provide as comprehensive solution as feasible. The following definitions should be considered relative to the list below:

- **Foundational ERP software:** Those components of a software solution that must be included in a single provider solution. Vendors responding to this proposal must at a minimum describe their solution to a complete suite of Foundation software modules.
- **ERP or Companion Application Software:** Components of the solution that the County is also interested in procuring from Vendors. Vendors responding to this RFP are encouraged to include a response to all Companion Application Software. Partnering with other software providers is allowed for Companion software in order to provide the best possible comprehensive solutions (separate contracts permitted for vendor partnerships).

In recognition of the County’s unique requirements relative to Time and Attendance, the County will also consider “stand-alone” proposals from time and attendance solution providers; however the proposed solution must have the capability to integrate with a variety of systems for payroll and cost accounting purposes. “Stand-alone” proposals for other Companion Application Software will not be considered.

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

Software:

Area	Foundation Application ERP Software	ERP or Companion Application Software
Human Resources	HR Core	Recruiting
	Employee Benefits	Talent Management
		Employee and Manager Self Service (Portal)
		Volunteers and Interns
Time and Payroll	Payroll	Time and Attendance
Finance	Accounts Payable	Budgeting & Performance Management

Area	Foundation Application ERP Software	ERP or Companion Application Software
	Purchasing	Contract Management
	Cash Receipting	Inventory Management
	Fixed Assets	Miscellaneous Billing & Accounts Receivable
	General Ledger	
	Project & Grant Accounting (cost accounting)	
Internal Admin Services	Bank Reconciliation	Treasury Management (Cash, Debt and Investment)

Services:

- **Required Services**
 - Project Management
 - Application Installation
 - Data Conversion
 - Report Development
 - Integration and Interface Development
 - Software Modifications
 - Implementation and Training Services
 - Knowledge Transfer to Staff
 - System Documentation Development
 - Ongoing Support and Maintenance Services
 - Comprehensive platform design
- **Optional Services**
 - Change Management
 - On-Going Hosting Services
 - Operational Redesign Assistance

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.

1.8 Summary of Key Transaction Volumes

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

information is provided as an aid to understanding the scope of services that the County of Marin provides to its resident base and to aid Vendors in accurately estimating their respective project and license costs. The workload statistics provided below is reflective of our current SAP environment and is not necessarily a guideline to base upon a future implementation design.

County Operating Volumes/Standards	Current
County of Marin	
Population	254,007 (2013)
Form of Government	General Law, political subdivision of State of CA
Jurisdictional Area (Square Miles)	520
Residential Units	81,000
Budget (General Fund)	\$371.6 million (FY 14)
Budget (Utilities)	\$5.1 million (FY 14)
Budget (All Funds)	\$462.5 million (FY 14)
Number of Current System Users (Total Current)	2139 (as of 1/28/13)
Number of ERP System Users (Anticipated Future)	2200, one per employee
Number of Concurrent System Users (Current)	Average 75, peak 180
General Ledger / Bank Reconciliation	
Chart of Accounts Structure	
Chart Segment One Name	Fund
Chart Segment Two Name	G/L Account
Chart Segment Three Name	Business Area
Chart Segment Four Name	Cost Center
Chart Segment Five Name	Funds Center
Chart Segment Six Name	Functional Area
Chart Segment Seven Name	WBS Element
Chart Segment Eight Name	Commitment Item
Fiscal Year End	June 30
Number of Funds	760
Number of Department Codes	117
Number of Balance Sheet Accounts	726 (716 active)
Number of Expense Accounts	540 (726 active)
Number of Revenue Accounts	638 (704 active)
Number of Project numbers	486
Number of Manual Journal Entries (Monthly)	1625
Number of Cash Accounts	216
Number of Bank Accounts	31
Number of annual Check Voids	940
Budgeting	
Pre-Encumbrance Controls?	Yes
Encumbrance Controls?	Yes

Position Control?	Yes
Budget Entry Model (Centralized or Decentralized):	Decentralized
Number of Approval Levels	2
Budget Frequency	Annual
Number of Funds Budgeted	90
Fixed Assets	
Number of Capitalized Fixed Assets	1788
Fixed asset tagging?	Yes
Fixed Asset Capitalization Threshold	\$5000.00
Tracking / Reporting of Non-depreciable Assets?	Yes (Low Value Assets)
Purchasing/Contract Management/Inventory	
Use of NIGP/Commodity Codes?	Not used in SAP, but we want to use NIGP in the new system
Number of Requisitions per Month	FY2012 = 5184 Monthly Average =532 FY 2013 = 4256 Monthly = 355
Number of Purchase Orders per Month	5,488 annually
Number of Invoices Without a Purchase Orders per Month	71,000 annually
Number of Vendors in Purchasing System	19,991 vendors in SAP : Note: ~7,500 vendors have activity w/in the last 20 months
Use of Inventory Item Codes?	Yes (system-generated and physical asset tags)
Number of Item ship to Locations	212 for 32 plants
Average Frequency of Physical Inventories	Annual
Accounts Payable	
Number of Vendors Maintained in Accounts Payable System	19,991 vendors in SAP : Note: ~7,500 vendors have activity w/in the last 20 months
Number of Invoices Input Annually	86,000 total
Frequency of Check Runs	Daily
Check Signature Method	Digitized
Payments Types Supported	ACH, check, wire
Number of 1099s Processed Annually	1685
Cash Receipting	
Receipting Model (Centralized or Decentralized)	Decentralized
Number of Cash Registers / POS Terminals	20/40
Human Resources and Payroll	
Number of Permanent Employees	1,943

Number of Temp Employees	857
Number of Volunteers	8,694
Number of Bargaining Units	12
Number of Bargaining Unit subgroups	55
Number of Applicants (Annually)	6,326
Payroll Frequency	Bi-weekly
Benefits Plan Year	Calendar

1.9 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. **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:

- **Minimum Client Software Installations**
 Must have implemented all or part of the proposed solution for at least one city or county in the State of California and one county elsewhere that provides services similar to those provided by California counties. All entities must be of similar size and complexity of the County of Marin.
- **RFP Response**
 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 instructions in 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 Director to be either a defect that the Director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.

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 during Round 2:

1. Functional requirements
2. One-time and on-going costs (over 10 years)

3. Implementation requirements
4. Technical requirements
5. Vendor Experience - to include number and size of comparable municipal installations, financial stability, completeness of response, and quality of proposal response
6. Compliance with County's terms and conditions

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 follow test scripts and use cases (County will provide to selected vendors prior to meeting), 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.
- Potential site visits to Vendor's corporate, development and/or computing offices.
- Potential company due diligence.
- Best and final offer (BAFO)
- Proposed Vendor implementation team to be named during the BAFO process with guaranteed availability of the team for up to 90 days
- Resolution of exceptions to County's terms and conditions
- Completion of a Rehabilitation Act Section 508 VPAT or GPAT

Bargaining Units / MOU's

All HR, benefits and payroll related requirements as defined in addition to the current union agreements of the County . Although it is possible to change union agreements prior to their expiration date through a meet and confer process, it is assumed for purposes of this RFP that this avenue is not feasible and should not be relied upon to meet this requirement. Furthermore, it may be necessary to customize the vendor's HR and/or Payroll modules in order to meet the current union agreements. Although customizations to the new ERP system will not be viewed favorably by the County, it is anticipated that it may be necessary to meet some of the union agreements. Current union agreements can be found on the County's website at the following link:

<http://www.marincounty.org/depts/hr/divisions/employee-and-labor-relations/agreements-and-contracts>

Vendors reaching the final round of selection will be required during the BAFO process to warranty their solution will satisfy all existing requirements in the negotiated MOU's linked above.

The County of Marin is seeking to comply with the Federal guidelines for Section 508 of the Rehabilitation Act of 1973. Section 508 requirements capabilities will be a factor in the final software selection.

Section 508 requires that when Federal Agencies develop, procure, maintain, or use electronic and information technology (EIT), Federal employees with disabilities have access to and use of information and data that is comparable to access and use by Federal employees who are not individuals with disabilities, unless undue burden would be imposed. In addition to Federal statutes, California law provides protection from discrimination by any program or activity that receives financial assistance from the State.

Software solutions presented to the County of Marin must include detailed explanation of the efforts taken by the software vendor to comply with Section 508 requirements. Responders considered for Round 3 evaluations will be required to submit a completed VPAT/GPAT. A VPAT is a vendor-generated statement (using the required template) that provides relevant information on how a vendor's product or service claims to conform to the Section 508 Standards.

The VPAT was designed to provide information on how a product or service conforms to the Section 508 Accessibility Standards (from the U.S. Access Board) for Electronic and Information Technology (EIT) in a consistent fashion and format.

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:

1. Functionality
2. Service and support
3. Investment and costs (based on BAFO)
4. Ability to deliver "out of the box" functionality
5. Technical requirements
6. Other value added
7. Contract compliance
8. Vendor Viability
9. Proposed implementation team

The County of Marin will award a tentative selection at the conclusion of Phase 3 and contract negotiations will begin. Successful contract negotiations will result in a final award – pending Board of Supervisors approval. If at any time contract negotiations reach an impasse, it will remain the County's option to suspend negotiations with the initial tentative award winner and attempt negotiations with the next place finisher.

2 Vendor Proposal Guidelines

2.1 Intent

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

Before submitting a proposal, the Vendor shall be thoroughly familiarized 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 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.

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 4:00 p.m., local time, December 16, 2013**, to:

**County of Marin
County Administrator's Office c/o ATOM
3501 Civic Center Drive, Room 325
San Rafael, CA 94903**

The Vendor must submit **One (1)** signed, completed, original, **Six (6) copies**, and **one (1) electronic copy** of the Vendor's technical proposal and **one (1) original and one (1) copies**, and **one (1) electronic copy** of the Vendor's cost proposal. 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:

Administrative Technologies of Marin (ATOM) Project - Specifications.xlsx
Administrative Technologies of Marin (ATOM) Project - Pricing Forms.xlsx
Administrative Technologies of Marin (ATOM) Project - 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:

Administrative Technologies of Marin (ATOM) Project

Proposals received after the deadline will not be accepted and will be returned to the sender unopened via certified mail. 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 proposer will 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 proposer, 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 Intent to Propose

Prospective Vendors are encouraged to submit a written intent-to-propose document via email before **November 22, 2013**. Submitting an intent-to-propose document does not obligate the Vendor to submit a proposal and is not mandatory to submit a proposal. By submitting this document, a prospective Vendor will receive amendments and notices to this RFP. The written intent-to-propose must include the company name, mailing address, phone number, fax number, and email address of the Vendor's main contact for communications regarding this RFP. Prospective Vendors should **email** this information to the following contact with a subject line of "ATOM-002 ERP Software Intent to Propose".

ATOM@marincounty.org

Written responses to written questions and requests for clarifications regarding the RFP will be sent to all Vendors who have submitted an intent-to-propose document by mail or email and posted on <http://www.marincounty.org>. Late receipt of intent to propose from Vendors will not have any impact on dates, deadlines, or timeframes set forth in this document.

2.6 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 responder to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal. Vendor will 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 "ATOM-002 ERP Software" to:

ATOM@marincounty.org

Inquiries regarding the proposal will be accepted up to and including **November 19, 2013, at 4:00 PM local time**. Responses to questions will be mailed or emailed to Vendors who have submitted a timely intent to propose document via an addendum to this RFP.

2.7 Vendor Pre-Proposal Meeting

A Vendor pre-proposal meeting will be held on **November 14, 2013, from 11:00 AM until 1:00 PM**. Attendance is strongly recommended:

Embassy Suites San Rafael-Marin County
101 McInnis Parkway
San Rafael, CA 94903

If you are unable to attend, please see section 2.6 for RFP clarification and questions.

2.8 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.

2.9 Basis for Award, Evaluation Criteria and Questions

The qualification of proposal responders 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 proposal responder based on fees submitted 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.

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 Board of Supervisors.

2.10 Advice of Omission or Misstatement

In the event it is evident to a Vendor responding to this RFP that the County has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the *RFP Clarifications and Questions* section above of such omission or misstatement.

2.11 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 Selection Team makes its recommendation to the Board of Supervisors. The Vendor understands

that any material supplied to the County may be subject to public disclosure under the Freedom of Information Act.

2.12 Confidentiality Statement

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

2.13 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. Note that the authorized agent of the County must have Board approval to act. Note that the successful Vendor, at the time of contract execution, must be licensed to do business in the State of California.

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 firm 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 <Client'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 Refusal

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-W adjustment for the CPI Region 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 will 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 minimal contract terms and conditions in section 5.

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 proposer 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
Separate Sealed Document	Proposal Signature Form (includes form 6.2)
1	Executive Summary
2	Company Background (includes form 6.5)
3	Application Software
4	Technical Infrastructure (includes form 6.6)
5	Vendor Hosted Option (includes form 6.7)
6	Implementation Plan (includes forms 6.8 & 6.9, 6.10)
7	Staffing Plan (includes form 6.11)
8	Ongoing Support Services (includes form 6.12)
9	Functional System Requirements
10	Client References (includes form 6.13)
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments (includes forms 6.3, 6.4, 6.6)
14	Cost Proposal
15	Addenda
Separate Sealed Document	Cost Proposal

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 6.5** 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 background information on each subcontractor, Vendor relationship with that firm 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.

Vendor will be responsible for installation of the application software in all environments for all phases of the implementation. The County will be responsible for provisioning the required operating system and database following the County standards and the application requirements

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.

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 section 1.5.

In addition to providing responses to the following items, the Vendor must complete the **Technical Requirements Form** in **section 6.6** 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.

1. 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 6.7** 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 **SAS70 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 2007 that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

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.

3.6.1 General Implementation Approach (Section 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 (Section 6.2)

In addition to providing responses to the following items, the Vendor must complete the **Project Management Approach Form** in **section 6.8** of this RFP, and include it in this section of the response.

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. Provide a sample Requirements Traceability Matrix deliverable to be used during implementation to ensure that all agreed upon requirements are delivered.

3.6.3 Hardware, Software and Storage Design and Installation Consulting (Section 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 (Section 6.4)

It is anticipated that data conversion will occur when migrating to the new application. The Vendor is expected to assist the County 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 and data scrubbing and data pre-processing and that the Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new Administrative Technologies of Marin (ATOM) Project. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

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.

3.6.5 Report Development (Section 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 6.9** of this RFP, and include it in this section of the response. For the purposes of cost estimates, please bid custom report development with the assumption that the County will require 20 custom Financials reports and 30 custom HR/Payroll reports.

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 (Section 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 when feasible such that batch processes are minimized unless batch processing 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 following table contains a listing of known and potential interfaces in a future integrated software environment.. Interface development will be a joint responsibility by the County and the vendor. The County will be responsible for interface work to/from existing legacy systems and the vendor will be responsible for interface work to/from the new ERP system. As the County of Marin is planning a phased approach (Finance followed by HR/Payroll) temporary interfaces will be required between SAP and the new ERP system.

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. Have you ever interfaced with the system? If so, include those references on the reference forms provided, in section 8 of your response.
7. 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.

Data Flow Item #	Data Flow Description	Source Application	Target Application	Currently Exists in ERP Environment
1	State provided system for child support enforcement.	ERP	"CSE" (Child Support Enforcement)	No
2	Accounts Receivable	ABS	ERP	No
3	Receiving invoices, Budgeting, Financial Statements (only using the GL module, no A/R or A/P module)	AccountMate	ERP	No
4	Social Security Administration software for mag media format validation.	ERP	Accuwave	No
5	Module of ProLaw for recording collections.	Back Door	ERP	No
6	Downloaded bank activity and Positive Pay files	ERP	Bank of America	No
7	Wire payments	ERP	Bank Of America CashPro system	No
8	Benefit enrollment	Benefit Vendors (Kaiser, Anthem, Delta, VSP, ING, Nationwide, EBS)	ERP	No
9	Benefit enrollment	ERP	Benefit Vendors (Kaiser, Anthem, Delta, VSP, ING, Nationwide, EBS)	No
10	Volunteer Management	ERP	Samaritan	No
11	Volunteer Management	Samaritan	ERP	No
12	Computer aided dispatch	CAD	ERP	No
13	Admin and Assessor	CAPPS	ERP	No
14	Fuel tracking	Card-guard fuel system	ERP	No
15	Accounts Receivable - Billing	Centricity	ERP	No

Data Flow Item #	Data Flow Description	Source Application	Target Application	Currently Exists in ERP Environment
16	State-run system for public assistance	ERP	C-IV	Yes
17	Assessor	Compass	ERP	No
18	"Estate Management and Accounts Receivable"	Computrust	ERP	No
19	Web-based retirement/pension payroll system. Including payments to: retirees and 3rd party vendors (credit unions, BCBS)	C-PAS	ERP	Yes
20	Web-based retirement/pension payroll system. Including payments to: retirees and 3rd party vendors (credit unions, BCBS)	ERP	C-PAS	No
21	Has all case information for State case, San Quentin Prison cases, and conservatorship	ERP	Criminal Justice System	No
22	Tracking all claims, for insurance purposes	David Renaissance Program	ERP	No
23	Accounts Receivable - Dental	ERP	Dentrix	No
24	Use for uploading in XML format quarterly State contribution return and report of wages (DE9 and DE9C) through their E-Service for Business.	ERP	EDD Website	No
25	Used to pay federal payroll taxes	ERP	EFTPS websites	No
26	Billing and tracking services provided.	ERP	EMR and other client systems	No
27	Debarment System	EPLS (Excluded Parties List System)	ERP	No
28	Track certifications, equipment for testing, etc.	ERP	Firehouse system	No

Data Flow Item #	Data Flow Description	Source Application	Target Application	Currently Exists in ERP Environment
29	Used by the State for federal flow-throughs.	ERP	FoxPro	No
30	Generate checks on demand, based on customer service needs.	General Assistance	ERP	Yes
31	Tracking cases	Gideon	ERP	No
32	Interface fees accepted in Hansen to appropriate ERP fund/fund center/GL	Hansen	ERP	No
33	Business License Processing	HDL	ERP	No
34	For HUD reporting (CDBG)	ERP	IDIS	No
35	Accounts Receivable	ITWS	ERP	No
36	Workers Compensation	ERP	iVOS	No
37	Database for inspections for first responders, hazmat inspectors, and public file reviews.	DHD (Digital Health Department)	Interface needs to flow both ways.	No
38	Case tracking	Juris, CJIS, and REVQ	ERP	No
39	Document Imaging	OnBase	ERP	No
40	For tracking case files and cash receipts	ProLaw	ERP	No
41	Recording, cashiering, imaging, and indexing.	RIIMS	ERP	No
42	Optical Character Recognition Check Scanning System	RTL	ERP	No
43	Accounts Receivable - Mental Health	ShareCare	ERP	No
44	Generates child care programs. Tracks how much has been authorized.	SMP	ERP	Yes
45	Submitting Social Security tax information	ERP	Social Security Administration Website	No

Data Flow Item #	Data Flow Description	Source Application	Target Application	Currently Exists in ERP Environment
46	Civil charges/open files to serve civil process/disbursements	Softcode-Civil Serve	ERP	No
47	Box Office's software system for ticket sales.	Software system for ticket sales	ERP	No
48	Year end County and special districts ACCUWAGE report (W2)	ERP	SSA BSO Website	No
49	Reporting annual Medicare as Secondary Payer Data Match report	ERP	SSA CMS (Center for Medicare Services)	No
50	Purchasing of office supplies	Staples web portal	ERP	No
51	Fixed Income Reporting (Investments)	Sympro	ERP	No
52	Unemployment verification	ERP	TALX	No
53	Taxpayer And Property Information	TAPIS	ERP	No
54	Tracking and administering training items	TargetSafety FKA TargetSolutions	ERP	No
55	Payroll and scheduling	TeleStaff	ERP	No

3.6.7 Training (Section 6.7)

In addition to providing responses to the following items, the Vendor must complete the **Training Form** in **section 6.10** 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:

1. **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 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 Administrative Technologies of Marin (ATOM) Project.

2. **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 8-10 subject matter experts (SME’s) for each module including one 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 (3-4) 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 (Section 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 (Section 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 (Section 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 (Section 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 on-going 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 (Section 6.12)

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

3.6.13 Knowledge Transfer (Section 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 6.11** 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 6.12** 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. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
 - e. Toll-free support line

- f. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?)
 - g. Online knowledgebase (i.e. – how it is accesses, 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.

3.10 Client References (Section 10)

The Vendor must provide at least five references from clients that are similar in size and complexity to the County. The format for completing the Vendor references is provided in **section 6.13** 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 SAS70 audit.

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.
 - In the event the product or service is provided at no additional cost, the item should be noted as "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".
- Vendors shall provide time and materials costs for any work performed outside the scope of this project.
- 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.

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.)

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.

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.

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 (version 2010) are a number of requirements that must be addressed by the vendor's proposal.

The detailed requirements were gathered and prioritized based upon extensive user input across all County business units and are reflective of a comprehensive potential solution. The County recognizes that a vendor's ERP solution (or one of its teaming partners included in their proposal) may not be able to meet all 'Needed' requirements. Information provided on requirements availability will be used to judge the relative strengths of vendor responses, not as a disqualification tool.

Together the requirements 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:

"N" – Need:	Feature essential in a new system needed for compliance, safeguarding of County assets, reducing total cost of ownership, and increasing efficiencies. This would be a feature that the County already has and uses in its current software or, alternatively, is available and/or tracked in a shadow system (i.e., spreadsheet, document, external database, etc.).
"D" – Desired:	Features that are nice to have in the new system, but not critical. 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:

Y	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.
R	Functionality is provided through reports generated using proposed Reporting Tools.

T	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.
M	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.
F	Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.
N	Functionality is not provided

Use the **Cost** column for “M” or “F” responses to estimate the cost 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. **Any products identified in the Required Products column are to be included in the scope of the proposed solution and the Vendor shall provide price information for each Required Product in Application Software tab of the RFP Pricing Forms.** The cells of 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 contract will be fully negotiated after a vendor is selected by the County of Marin, California ("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.

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 in the checklist forms provided in this RFP. A lack of response to the checklist shall be considered acceptance of all of the terms and conditions as presented in this RFP.

5.1 Scope of Agreement

Client agrees to license the Software and receive the services detailed in a Statement of Work to be developed jointly by The County of Marin and Vendor. Vendor agrees to provide same, subject to the terms and conditions stated in this Agreement and the Statement of Work. Payment for such services shall be per the Statement of Work or Investment Schedule. The Client, without prior and mutual written agreement, will incur no other service costs. The service costs in the Statement of Work or Investment Schedule are inclusive of project management services and include turn-key data conversion, chart of accounts design assistance, software configuration, integration with third-party systems per the Statement of Work, Formal Acceptance testing (see clause herein), and initial account balancing. The implementation of the Software and provision of services shall be per the Statement of Work. Client agrees to provide server and desktop hardware configured per a Detailed Hardware Recommendation based on Vendor's recommended configuration.

5.2 Professional Services Warranty

- A. Vendor agrees that at all times it will assign a staff of appropriately qualified, trained, skilled, knowledgeable and experienced individuals for efficient performance under this 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. Vendor agrees that personnel provided will have significant prior training and experience in public sector implementations and that such personnel shall be permitted by Vendor to devote sufficient time for efficient performance under this Agreement. Vendor shall not, without obtaining Client's written consent at least thirty (30) days in advance replace or reassign any of Vendor's assigned staff. If any of Vendor's staff is reassigned, becomes, incapacitated, unable to perform services, or ceases to be employed by Vendor, Vendor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and Client shall have the right to review and approve each such replacement. In making any such replacement or reassignment of Vendor's staff, Vendor shall ensure wherever reasonably possible that there is a period of overlap during with the person being replaced transfers appropriate knowledge, and the Client shall not be charged for time spent by the replacement individual until appropriately oriented, trained, and knowledgeable for efficient performance under this Agreement.
- B. Vendor represents and agrees that the individual designated as Vendor's "Project Manager" is an appropriate qualified and experience manager and shall have experience and training as Project Manager in at least four (4) prior implementations for governmental entities of similar nature, size, and complexity of, and having information system's requirements and needs similar to the Client. Vendor agrees that its Project Manager shall at all times be dedicated to the Project on a full-time basis,

- C. Vendor represents and agrees that prior to assigning an individual to perform services under this Agreement, Vendor shall have appropriately verified, at Vendor's sole cost and expense, the qualifications of such individual in accordance with Vendor's personnel policies, which shall include verifying relevant employment history, conducting reference checks, verifying technical training or education completed or degrees awarded, verifying immigration status, conducting a security background check that includes investigation of all state or federal felony convictions of such individual and any criminal charges pending against such individual, at any time during the preceding five (5) years. For each person selected by Vendor to perform under this Agreement, Vendor shall provide Client with a written statement certifying that Vendor has performed, and the subject individual has passed, such verification procedures as set forth in this Section.
- D. If the Client reasonably believes that the performance or conduct of any of Vendor's personnel does not comply with the requirements of this Agreement, the Client shall so notify Vendor and Vendor shall promptly (within no more than two (2) business days) and appropriately address the performance or conduct of such person, or at the County's request, immediately remove and promptly replace such person with another person acceptable to the County who meets all of the applicable requirements described in Section 1.2. Vendor shall use commercially reasonable efforts to provide or engage such a replacement in the performance of the Services hereunder within no more than five (5) business days after receipt of such a request from the County.
- E. 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.
- F. 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.
- G. 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.
- H. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client's staff or visitors.
- I. 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 this 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.

- J. 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, subcontractors, or material-men.

5.3 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 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 fourteen (14) 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 this Agreement to arbitration, they may do so only with written agreement of all parties, including the Client.

5.4 Pricing

All prices for Vendor's services hereunder are firm for the term of the Agreement. The Client shall pay Vendor for satisfactory performance of the service specified in this Agreement and any related addenda. In no event will the cost to County for the services to be provided herein exceed the maximum sum indicated in an Investment Schedule including direct non-salary expenses.

5.5 Insurance Coverage

Commercial General Liability:

The Contractor/Vendor shall maintain a commercial general liability insurance policy of not less than \$1,000,000 per occurrence with an umbrella policy of not less than \$3,000,000. The County shall be named as an additional insured on the commercial general liability policy and umbrella policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor/Vendor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability of not less than \$1,000,000.

Workers' Compensation/Employer's Liability:

The Contractor/Vendor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code of State of California. If Contractor has employees, proof of insurance in the form of a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work in an amount not less than \$1,000,000.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor is required to carry errors and omissions/ professional liability insurance of \$2,000,000 with a deductible satisfactory to County.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless Client specifically consents to a "claims made" basis. The insurer shall supply Client adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the Client immediately upon receipt of the notice of cancellation or non-renewal.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, Client may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

As a condition of performing work for the Client, Vendor must provide satisfactory evidence of insurance coverage as follows:

- A. Commercial general liability of at least \$1,000,000;
- B. A minimum umbrella policy of \$3,000,000;
- C. Professional Liability or Errors and Omissions Insurance with the provision to purchase an unlimited tail and a limit of \$2,000,000; there must be an annual aggregate of not less than \$4,000,000. Professional liability may be written on a per occurrence, not claims made, basis.
- D. Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.
- E. Statutory workers compensation with \$500,000 of Employers Liability for all sections.

The coverage shall be the minimum amounts and shall not be diminished during the term of this Agreement and the Vendor shall provide copies of all certificates of insurance to the satisfaction of

the Client as to coverage and content and shall maintain such coverages for at least six years from the completion of the Project.

Other Requirements

Evidence of insurance coverage, required herein, is to be provided to us in ACORD Certificate Form 25 or 25-S or an equivalent form and must indicate:

- F. That Commercial General Liability insurance policy includes coverage for item specified above.
- G. A Best's rating for each insurance carrier at B+VII or better.
- H. That the insurance company will provide 30 days written notice of cancellation to the certificate holder and other words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.
- I. That "County of Marin" is additional insured on the General Liability policy certified,

Insurance Options

General Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess liability policies.

Notify Your Insurance Agent

Vendor may prevent unnecessary follow up resulting from incomplete insurance certificates, by sending or faxing a copy of these insurance requirements to Vendor's agent when requesting an insurance certificate.

Subcontracting:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the Client except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and Client as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the Client evidence of same.

5.6 Entire Agreement Clause

This 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.

5.7 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.

5.8 Agreement Extension and Modification Clause

The Agreement may be modified or extended 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.

5.9 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 this 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 thirty (30) business days. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate this Agreement by giving the other party thirty (30) days written notice. Notwithstanding the foregoing, due to lack of State or County funding, the Client may at any time during the life of this Agreement, terminate same by giving thirty (30) 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 thirty (30) 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 thirty (30) 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 (30) days' notice in writing of such termination.

Additionally, Client may terminate this agreement for any reason other than those giving grounds for termination by providing Vendor with written notice of termination, specifying a termination date that is not less than forty-five (45) days after the date of delivery of the notice. After receiving a notice of termination, Vendor shall promptly confer with Client providing Client with an up-to-date status of its performance, and the Client shall direct Vendor whether to complete or wind-down the services and deliverables still in progress.

- A. Exclusions from Limitation; Survival. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in Part I - Section 7 and Part I - Section 8. The limitations of liability set forth in this Part I - Section 15 will survive and apply notwithstanding any determination by a court of law that a limited or exclusive remedy for breach of warranty set forth in the Agreement is inadequate. The parties agree that the

foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

5.10 Applicable and Governing Law Clause

The Agreement shall be subject to the laws of the State of California. All duties of either party shall be legally performable in the State of California. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of California, and the forum and venue for such disputes shall be in the courts of appropriate jurisdiction for San Rafael, California.

The Vendor shall also comply with any and all local laws and resolutions, including but not limited to, the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager. In addition, the following notices may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

5.11 Freedom of Information Act

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

5.12 Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this 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 this 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 this 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 Public Records requests.

5.13 Title and Confidentiality

Title and full rights to the Software licensed under this 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 this Agreement. It shall not be a breach of this 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 California "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

5.14 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, 10 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.

Note that if Vendor anticipates missing a due date, then Vendor must notify Client immediately so that a mutually acceptable revised due date can be agreed to. 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 this License are as follows:

Vendor

<Address>

5.15 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 this Agreement.

5.16 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 this Agreement to the extent that the delay is caused by force majeure.

5.17 Force Majeure Requisites

Force majeure shall not be allowed unless:

- A. Within three (3) 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 seven (7) 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.

5.18 120 Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the end of the one 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.

5.19 Right of Cancellation

Either party shall have the right to cancel the contract Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one 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.

5.20 Incorporation by Reference

The Vendor shall supply equipment, wiring, technology, training, and other related services adequate to accomplish the requirements as set forth in the Request for Proposals and the Vendor's response to the Request for Proposals. Parties agree that where there is a conflict between terms

of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the Vendor's proposal shall be incorporated into this Agreement and shall be binding upon all parties to the Agreement.

5.21 Risk During Equipment/Software Storage and Installation

Delivery shall be made in accordance with the implementation schedule referenced as part of this Agreement. Minor variances from this implementation schedule may be permitted subject to as mutual agreement by both parties and confirmed by prior written notice. The equipment shall be installed and placed into good working order by representatives of the Vendor. During the time period where the equipment / software is in transit and until the equipment is fully installed in good working order, the Vendor and its insurer shall be responsible for the equipment / software and relieve the Client of responsibility for all risk or loss or damage to the equipment / 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 equipment / software.

5.22 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 products described in this 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 product of a 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:

- A. Purchase for the Client the rights to continue using the contested product(s), or
- B. Provide substitute 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 product(s) subject to the court action. The Vendor shall also pay to the Client all reasonable losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

5.23 Subcontractors

Vendors may use subcontractors in connection with the work performed under this 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.

5.24 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 this 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, this 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 materials or raising their costs beyond that defined in this Agreement, the Client shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) 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 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 support fees.

5.25 Control of Sub-Contractor, Project Team and Project Manager Designation

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this 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 and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

Client shall have the right to approve all subcontractors, Account / Project Manager, and staff assigned to Client by Vendor. In the event that an employee 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 fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

5.26 Assignments

Client and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This 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 contract or any rights, title, or interest created by the contract without the prior consent and written approval of the Client's Executive Director or designee and the Vendor.

5.27 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 Consultant to Client shall be that of independent contractor and no principal agent of employer-employee relationship is created by the contract.

5.28 Warranty

- A. Vendor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Vendor further represents and warrants that it has good and marketable title to the Software and any Equipment 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 or Equipment, 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 this Agreement will perform in accordance with all Documentation, Contract Documents, Vendor marketing literature, and any other communications attached to or referenced in this Agreement.
- D. Vendor represents and warrants that the Software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of Client as set forth in the Contract Documents. Further, the Vendor warrants their responses to the detailed requirements included in Attachment <XX> of the contract.
- E. Client has: (i) presented detailed technical specifications of the particular purpose for which the System is intended, (ii) provided detailed descriptions and criteria of how the System can be defined to accomplish particular purpose, and (iii) defined the exact procedures and techniques to be employed in testing whether the System 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 this Agreement is in force, has (1) reason and opportunity to know the particular purpose for which the System is

required, and (2) that Client is relying on Vendor's experience and knowledge of the System to identify those components which are most suitable and appropriate. Therefore, Vendor warrants that the System and all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.

- F. Vendor represents and warrants that all products provided under this 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 is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

5.29 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 official 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 two (2) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one 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 three percent (3%) credit against the quarterly 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 four business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business week
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly 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 twenty-four (24) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week

Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

5.30 Continuity of Warranty

Client may continue the Warranty protection described above by purchasing and paying for on-going Annual Support services described below. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions above shall remain in

effect, in perpetuity (except for the "Third party hardware" clause above), as long as payments for Annual Support are kept current.

5.31 Final Acceptance of the System

The system proposed shall be defined to be finally accepted by Client after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. The Client and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

However, in the event that the Client identifies a defect with the system after Final Acceptance, the Vendor will correct the defect per the Warranty.

5.32 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, and support agreements. The Client will negotiate any and all contracts/agreements and prices/fees with the finalist vendor, if doing so is deemed in the best interest of the Client.

5.33 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 <Executive Director>. Vendor will limit and direct any of its advertising on the Client's premises and shall make arrangements for such advertising through the <Executive Director>. 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 <Executive Director> has been obtained. However, nothing in this clause shall preclude Vendor from listing the Client on its routine client list for matters of reference.

5.34 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.

5.35 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 this 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 agreement 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) request that the parties submit to mediation by a neutral third party retired judge in Northern California, , (f) invoke the Termination clause herein. Nothing in this section precludes either party from pursuing additional remedies at law.

5.36 Legal Jurisdiction

Vendor and Client mutually agree to submit themselves solely to the jurisdiction of the courts in the County of Marin, State of California with respect to suits, and other court actions arising in connection with this Agreement.

This Contract shall be interpreted under the laws of California.

5.37 Replication of Software

Client shall not copy Software for any purposes other than for back up or disaster recovery. 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 Support Agreement (see Attachment X) or warranties herein.

5.38 Project Schedule and Acceptance.

Vendor will develop a detailed Project Schedule that details both Vendor and Client's responsibilities. The Project Schedule should be in sufficient detail to specify the conversion, training, testing, acceptance, and live operation activities. Both Vendor and Client agree that a mutually agreeable Project Schedule will be submitted and approved by Client within thirty (30) days of the Effective Date. In the event Vendor is unable to provide the Project Schedule within thirty (30) 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.

5.39 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 thirty (30) Business Days after receiving it from Vendor. Client will have the opportunity to review the written deliverable for an acceptance period of thirty (30) 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 no later than 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 Client delivers to Vendor a 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 the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Defects through repeated testing cycles. "Specification" means the Project Scope and Requirements found at Exhibit A and any other written specifications delivered to the Client by the Vendor during the course of the project or the Application Software Documentation. In the event of conflicts between Specifications and Application Software Documentation the Specifications 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.
 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.
 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 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 Part II – Section 3 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 using the process defined under Part II - Section 3.B above; provided, however, the Acceptance Test Period will be thirty (30) calendar days unless otherwise mutually agreed.
- 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 thirty (30) 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 sixty (60) calendar days. It will include use of the Phases and/or the System previously tested and conditionally accepted. If after sixty (60) calendar days the Solution performs without Defects, the Client and the Vendor will both issue and execute a "Final Acceptance" of the Phase. The 60-day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Solution. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the 60-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.

5.40 Non-Collusion

Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the Client, or other person or entity concerning the obtaining of this 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 System described in this Agreement.

5.41 Annual Maintenance and Support Fees

Support fees shall not be increased by an annual average percentage greater than the annual CPI-W for the San Francisco-Oakland Bay MSA 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.

The Client may cancel maintenance upon 90 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. The Client shall not be forced to move to new license models to pay upgrade fees.

The Vendor shall give the Client at least 12 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/product for the rest of its customer base.

The Client may remove unused licensed software without a corresponding reduction in maintenance/support.

5.42 Payment Terms

Specific payment terms will be negotiated as part of the final contract. It is expected that certain payments will be made upon delivery of the hardware and software with additional payments made based on specific project milestones. Vendor shall submit to the Client for his review a pay request in a form agreeable to the Client. The pay request shall be accompanied by such supporting documentation as required by the Client. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The request for final payment shall be accompanied with final lien waivers from all subcontractors and material suppliers for the project. The final invoice must be submitted within 30 days of completion of the stated scope of services.

5.43 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 Client's control.

5.44 Source Code

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 Client at no additional cost to Client). The Source Code shall be kept current with the releases / version 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.

Vendor 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.

5.45 Programming Services

Client may during the implementation period or thereafter require modifications, interfaces, conversion, report writer, etc., services from Vendor. 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 modifications, interfaces, conversions, report writer, etc., services shall be subject to Formal Acceptance before payment is released by the Client. Acceptance of the deliverable(s) resulting from each Change Order shall be per the Formal Acceptance clause herein.

5.46 Video Taping

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

5.47 Major Releases/Upgrades

Client shall be entitled to future releases and upgrades within five years from Formal Acceptance, whether of a “minor” or major” nature, of Vendor Software for no additional cost beyond the Annual Support Agreement fees delineated in Attachments X and X.

5.48 Solution Longevity

The Vendor certifies solutions prescribed in their proposal response will remain available and supported for a minimum of five (5) years from the time the Contract is signed and that any material changes to Vendor’s company or products will not affect the Client’s implementation or support.

5.49 Successor Software Products

In the event Vendor makes available successor Vendor software products (e.g., software products based on a new technical architecture)(“Successor Products”) with substantially similar functionality to the Vendor software products licensed by Client (“Licensed Products”) within ten (10) years of contract signing, Client may transfer the Licensed Products to the Successor Products, for no additional Vendor license fees. In such event, Client shall pay the then-current Application Software Maintenance Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

5.50 Year 2000

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.

5.51 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.

5.52 Subcontracts

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

5.53 Changes in Agreement

The Contract may be changed only upon the written agreement of the Client's Department of Administration Director or designee and the Vendor.

5.54 Intellectual Property

Software ownership: All information, data, programs, publications & media created specifically for and paid for by the Client or as a result of the Work identified in this Contract is the property of the Client unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Contract.

5.55 Funding Out

This Contract shall terminate at such time, if any, that the County of Marin Board of Supervisors fails to appropriate sufficient sums in the budget year for which the Contract applies to pay the amount due.

5.56 Use of Licenses by Personnel Who Are Not Employees

Client consultants, contractors, external customers, and business partners may access the licensed software.

5.57 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 the Client's primary location or for testing at the disaster recovery site.

5.58 Right to Outsource

Software licensed to the Client may be used by a third-party vendor hired by the Client.

5.59 Unlimited Liability for Software Vendor Infringement

The Vendor will reimburse the 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.

5.60 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 18 months or until the end of the present Contract term, whichever is longer.

5.61 Functionality Replacement

The Client maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled.

5.62 Liquidated Damages

Failure on the part of the Vendor to complete critical project milestones as established in the contract may result in liquidated damages being imposed on the Vendor by the Client for breach of contract and for non-compliance. The milestones and extent of damages will be defined in the negotiated Contract with the selected Vendor.

5.63 Equal Opportunity Employment/Nondiscrimination Policy

- **ANTI DISCRIMINATION AND ANTI HARASSMENT:**

All vendors shall, as a condition of providing goods 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. Vendor and/or any subcontractor understands and agrees that Vendor and/or any subcontractor is bound by and will comply with the anti-discrimination and anti-harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, Clients Personnel Management Regulations.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the vendor is providing goods or services to the Client shall be regarded as a material breach of any contract between the Client and the Vendor, and the Client may terminate such contract effective as of the date of delivery of written notification to the vendor.

Any employee of a Vendor providing goods and services by contract to the Client, or any employee of a subcontractor of a Vendor providing goods and services to the Client by contract, 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 a 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.

5.64 508 Compliance

Vendor agrees that has had the opportunity to review the requirements under Section 508 of the United States Rehabilitation Act of 1973, and that its software materially complies with such requirements set forth under Section 508.

5.65 No Solicitation of Employees

During the period of time in which Vendor is providing the services under this Agreement and for a period of two (2) years after the effective date of this agreement, Vendor will not directly or indirectly solicit, induce or attempt to induce any employee of Client to terminate his or her employment with Client.

5.66 Furnished Services

The Client agrees to:

1. Guarantee access to and make provisions for the Vendor to enter upon public and private lands as required to perform their work.
2. Make available all pertinent data and records for review.
3. Provide general bid and Contract forms and special provisions format when needed.

5.67 Licensing and Permits

The Vendor shall maintain the appropriate licenses throughout the life of this Contract. Vendor shall also obtain any and all permits which might be required by the work to be performed herein.

5.68 Books of Record and Audit Provision

Vendor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Vendor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Vendor will permit Client to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Vendor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at Client's option; Vendor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Client. Vendor shall refund any monies erroneously charged.

5.69 Acknowledgement of Exhibits

<u>Exhibit</u>	<u>Contractor's Initials</u>
<i>Placeholder – to be completed after Exhibits identified</i>	

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

6 Contract Terms & Conditions Compliance Checklist

Proposal responders are to mark the Comply, Exception, or Not Comply column. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page. The Client reserves the right to reject any proposal for non-compliance with one or more of the specifications.

Contract Terms and Conditions Compliance Checklist				
#	Title	Comply	Exception	Not Comply
5.1	Scope of Agreement			
5.2	Professional Services Warranty			
5.3	Indemnification			
5.4	Pricing			
5.5	Insurance Coverage			
5.6	Entire Agreement Clause			
5.7	Identification of Parties to the Agreement Clause			
5.8	Agreement Extension and Modification Clause			
5.9	Term and Termination Clause			
5.10	Applicable and Governing Law Clause			
5.11	Freedom of Information Act			
5.12	Confidentiality			
5.13	Title and Confidentiality			
5.14	Notices Clause			
5.15	Survival Clause			
5.16	Force Majeure Clause			
5.17	Force Majeure Requisites			
5.18	120 Day Maximum			
5.19	Right of Cancellation			
5.20	Incorporation by Reference			
5.21	Risk During Equipment/Software Storage and Installation			
5.22	Patents, Copyrights, and Proprietary Rights Indemnification			
5.23	Subcontractors			
5.24	Effect of Regulation			
5.25	Control of Sub-Contractor, Project Team and Project Manager Designation			
5.26	Assignments			
5.27	Vendor as Independent Contractor			
5.28	Warranty			
5.29	Resolution and Response Time Warranty			
5.30	Continuity of Warranty			
5.31	Final Acceptance of the System			
5.32	Standard Forms and Contracts			

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5.33	Advertisement			
5.34	Password Security			
5.35	Non-Performance Escalation Procedures			
5.36	Legal Jurisdiction			
5.37	Replication of Software			
5.38	Project Schedule and Acceptance.			
5.39	Acceptance Testing			
5.40	Non-Collusion			
5.41	Annual Maintenance and Support Fees			
5.42	Payment Terms			
5.43	Travel Expense Reimbursement			
5.44	Source Code			
5.45	Programming Services			
5.46	Video Taping			
5.47	Major Releases/Upgrades			
5.48	Solution Longevity			
5.49	Successor Software Products			
5.50	Year 2000			
5.51	Conflict of Interest			
5.52	Subcontracts			
5.53	Changes in Agreement			
5.54	Intellectual Property			
5.55	Funding Out			
5.56	Use of Licenses by Personnel Who Are Not Employees			
5.57	Disaster Recovery & Disaster Recovery Testing			
5.58	Right to Outsource			
5.59	Unlimited Liability for Software Vendor Infringement			
5.60	Vendor Merger or Acquisition			
5.61	Functionality Replacement			
5.62	Wording Conflicts			
5.63	Liquidated Damages			
5.64	Equal Opportunity Employment/Nondiscrimination Policy			
5.65	No Solicitation of Employees			
5.67	Furnished Services			
5.68	Licensing and Permits			
5.69	Books of Record and Audit Provision			
5.70	Acknowledgement of Exhibits			

Compliance Exceptions

6 Proposal Forms

6.1 Introduction

This section contains various forms that should be prepared and submitted along with the Vendor's proposal in the appropriate response sections as instructed in the Proposal Response Format. 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
- Project Management Approach Form
- Report Development Form
- Training Form
- Staffing Plan Form
- Ongoing Support Services Form
- Client Reference Form
- Pricing Forms

6.2 Proposal Signature Form

The undersigned, as authorized proposal responder, 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 proposal responder 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 respondent 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. the County of Marin, CA:

PROPOSAL: Administrative Technologies of Marin (ATOM) Project

\$ _____

(Total price written)

\$ _____

(Total figure – as noted on the Proposal Pricing Forms - Subtotal (Required Components))

Firm Name: _____

Date: _____

Address: _____

Telephone: _____

Signature: _____

(Person executing response and official capacity)

(Names of principal officers:
designate official capacity)

(If partnership or assumed name,
indicate name of owners)

6.3 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 proposal responder that has (Company)

submitted to the County a proposal for a Administrative Technologies of Marin (ATOM) Project all as fully set forth in said proposal and that except as specified below, the aforementioned proposal responder 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)

6.4 Minimum Criteria

As noted in section 1.9 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.

Minimal Criteria	Yes/No
<p>Minimum Client Software Installations</p> <p>Must have implemented all or part of the proposed solution for at least one city or county in the State of California and one county elsewhere that provides services similar to those provided by California counties. All entities must be of similar size and complexity of the County of Marin.</p>	
<p>RFP Response</p> <p>RFP response is submitted by the due date and time.</p>	
<p>Response Authorization</p> <p>The RFP response is signed by an authorized company officer.</p>	
<p>Response Completeness</p> <p>Vendor complied with all instructions in 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 Director to be either a defect that the Director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.</p>	

6.5 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 alliance 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 how the sales cycle is linked to the product development cycle.
10.	Please describe your commitment to providing solutions for the public sector marketplace.

11. Please describe your portal strategy.			
12. How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?			
	Location	California	Nationally (Include location)
	Local government		
	County government		
	Other public sector		
	Other non-public sector		
	Overall:		
13. How many fully operational customer installations, in total, has the Vendor completed?			
	Location	California	Nationally (Include location)
	Local government		
	County government		
	Other public sector		
	Other non-public sector		
	Overall:		
14. Please state the year the Vendor started in the business of selling the proposed solution to local governments:			
15. Where is the Vendor's closest support facility/sales office to Marin County , CA?			
16. Where is the Vendor's company headquarters?			
17. Please list the Vendor's sales in the previous three years:			
		Year	Sales
		2010	
		2011	
		2012	
18. How many total employees does the Vendor have in each of the following categories:			
		Area	Number
		Sales/Marketing	
		Management/Administration	
		Help Desk Staff	
		Development Staff	
		Other	
		Total:	
19. What is the Vendor's hourly rate for implementation assistance beyond that which			

is included in the Vendor bid by skill set?			
		Rates for Additional Implementation Assistance	
		Skill Set	Hourly Rate
			\$ / hr.
			\$ / hr.
			\$ / hr.
20.	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.		
		Demonstration Date Options	
		Option	Visit #1 Visit #2
		February 24, 2014 through March 14, 2014	
		February 24, 2014 through March 14, 2014	
		February 24, 2014 through March 14, 2014	
21.	What would be the Vendor's preferred comparably sized, site visit location? (California Preference)		

6.6 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, 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?
System Performance	
9.	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?
10.	Can you guarantee a 3-second maximum response time?
11.	What are your guarantees on system performance?
Security	
12.	Describe the identification and authorization capabilities of your proposed solution for users.
13.	Describe how your system interoperates with Active Directory.
14.	Describe the security audit capabilities of your proposed solution.
15.	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?
16.	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?
17.	What is your process for notifying the customer and fixing bugs once they have been identified?

6.7 Vendor Hosting Form (if applicable)

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 Marin County , CA?
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.

6.8 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?

6.9 Report Development Form

1.	What is the query tool and report writer that Vendor is proposing?
----	--

2.	What is your definition of a report?
3.	What reports are available out of the box? Provide a list and samples at the end of this section.
4.	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?
5.	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?

6.10 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.	What additional tools will be used in developing the training material?
4.	Describe the opportunities for ongoing training.
5.	Describe the Vendor's ability to provide online training material versus classroom training.

6.11 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:	
	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="text-align: left;">Project Role</th> <th style="text-align: left;">Project Responsibilities</th> <th style="text-align: left;">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</td><td></td><td></td></tr> <tr><td>Other Roles</td><td></td><td></td></tr> <tr><td>Other Roles</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			Other Roles			Other Roles																										
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Training Coordinator Team Lead																																																														
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Communications Team Lead																																																														
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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.																																																													
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5.	Provide a detailed staffing plan that describes by project role and month when the resource begins and ends work on the implementation for both vendor and County staffing

6.12 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 on-going application support: <ul style="list-style-type: none"> a. Role b. Responsibility c. Estimated time commitment in terms of FTE time
5.	For ongoing IT staff resources, please provide the following information: <ul style="list-style-type: none"> a. Type of positions required (e.g., help desk, trainer, DBA, report developer, application support, system administrator, security administration, etc.) b. Number of FTEs within each position c. Skill sets required for each position d. Training required and whether the Vendor provides this training
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.	Describe the types of support needed to keep the product under current support and to keep the product enhanced.

8.	Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.																					
9.	Will the vendor contractually agree to:																					
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10.	Describe how your software will be licensed to the County (e.g. site license, named users, concurrent users, etc.)																					
Software Updates and Distribution																						
11.	<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"> Backward version compatibility and support of back versions, Timeframe/policy on moving to new versions, Automatic product upgrades or on demand, Ease of implementation for County staff versus need to contract for services. 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. 																					
12.	<p>Describe the product release cycle including:</p> <ol style="list-style-type: none"> Frequency of upgrades/enhancements or new versions (major and minor version releases) Contents of release, How long release takes to implement, and Use of release notes. 																					
Customizations																						
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?

6.14 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 Hosting/Licensing Model, Travel & Lodging Costs, and Discount)
- Proposal Summary (no direct input required)
- Module Summary (no direct input required)
- Application Software
- Other Software
- Hardware
- Implementation Services
- Train-the-Trainer Training
- Optional End-User Training
- Interfaces
- Modifications
- Other Implementation Services