

 <p><b>MINNEHAHA COUNTY</b> Strong Foundation. Strong Future.</p>	<p><b>MINNEHAHA COUNTY</b></p>	<p>Minnehaha County 500 N. Minnesota Avenue Sioux Falls, South Dakota 57104</p>
	<p><b>Request For Proposal</b></p>	

**Solicitation Number:** RFP #03-16

**Materials and/or Service:** Software and Implementation Services for Enterprise Resource Planning (ERP) Software System

**Solicitation Due Date:** March 1, 2016                      **Time:** 12:00 pm (Central Time)

**Mailing, Third-Party Carrier (FedEx, UPS, etc.) and Hand-Submitted Proposals Address:**  
 Attn: Cindy Jepsen  
 Minnehaha County Auditor's Office  
 415 N. Dakota Avenue  
 Sioux Falls, South Dakota 57104

All Offers must be received by Minnehaha County at the specified location by the date and time cited above. Late Offers will not be considered. The mere fact that the Proposal was dispatched will not be considered; the firm must insure that the Proposal is actually delivered. Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested. Offers received by the correct date and time shall be publicly opened and read. At the public opening, there will be no disclosure of contents to competing firms, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award. Vendors are advised to carefully read the entire Solicitation Package. Offers that do not comply with all Instructions contained herein may be disqualified.

Solicitation packages can be obtained by downloading from the Minnehaha County website:

<http://www.minnehahacounty.org/rfp.php>

Should you experience problems downloading the solicitation, use the information contained in Table 02 (Point of Contact).

Attendance at the Teleconference is not mandatory; however, Proposers are strongly encouraged to attend.

**Teleconference Event:** February 5, 2016 @ 2:00 P.M. (Central Time)

Vendors that are interested in participating in the Pre-Proposal Vendor Conference shall contact the County in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information.

**OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.**

All communications concerning this solicitation must be directed to the person identified within this solicitation in Table 02. Communications with other County staff may disqualify you from the evaluation process.

## Software and Implementation Services for Enterprise Resource Planning (ERP) Software System

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## 1.0 RFP Introduction and Background

### 1.1 Introduction

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of satisfying Minnehaha County's needs for software and professional services to implement an Enterprise Resource Planning (ERP) Software System. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system is available that meets the County's needs, the County may then enter into contract discussions with the selected proposer. In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the County's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," "offeror," and "proposer" are considered to have the same meaning.

### 1.2 About Minnehaha County

Minnehaha County, created in 1862, is a political subdivision of the State of South Dakota encompassing 810 square miles. Minnehaha County is the largest county in the state in terms of population. The 2010 Census recorded a population of 169,468. The 2015 estimated population is 178,762. Minnehaha County is governed by ten elected officials - 5 part-time Commissioners, an Auditor, a Treasurer, a State's Attorney, Register of Deeds and Sheriff. Daily operations are managed by 19 full-time Department Heads.

The County, employing 524 full-time employees, provides such services as: law enforcement, jail administration, highway construction/maintenance, property valuation, planning/zoning, emergency management, poor relief, juvenile detention services, election administration, official recording of deeds and documents, vehicle tax and licensing and property tax collection and administration.

The County also maintains two rural parks. In conjunction with the City of Sioux Falls, the County participates with the City for the Siouxland Library system, the Siouxland Heritage Museum, and dispatching police, fire and medical personnel through the Metro Communications 911 Center.

### 1.3 Project Objectives

Minnehaha County is planning to replace its current software system environment that supports various business processes with an Enterprise Resource Planning (ERP) Software System. In doing so, the County seeks to address several challenges in the current environment, including but not limited to:

- Multiple third party and in-house developed applications create data sharing and support challenges in the current environment
- Electronic workflow is not widely available in the current applications environment
- There is a reliance on manual and paper-based processes, including tracking and calculating information external to key applications
- There is a lack of comprehensive accounts receivable and cash receipts functionality
- The County could further leverage automated methods of tracking projects and grants

- There is reliance on manual and paper-based processes, including tracking and calculating information external to key applications

In order to address these challenges and others, the County has initiated an enterprise-wide project to adequately plan for, select, and implement a replacement software system, or systems. Section 2.0, Project Scope, outlines the features and functionality desired in a future systems environment as well as the professional services activities to be a part of implementation.

The primary objective is to procure, implement and maintain a system or an integrated system of systems that mitigate the challenges listed above, allow for streamlined collection and processing of information, and to facilitate standardization and timely access to information.

#### **1.4 Definitions**

In order to simplify the language throughout this request for proposal, the following definitions shall apply:

**ADDENDA** – Written instruments issued by Minnehaha County prior to the date for receipt of proposals which modify or interpret the Request for Proposal (RFP) documents by addition, deletions, clarification or corrections.

**CONTRACT DOCUMENTS** – The Request for Proposals, submitted proposal, including any diagrams, blueprints, Addenda, and a form of agreement between the County and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.

**CONTRACTOR** – The Contractor(s)/consultant(s) that is awarded a contract to provide enterprise software system(s) and professional services to implement the ERP software system for the County.

**CONTRACTOR PROJECT MANAGER** – The person designated by the Contractor to be the Contractor's Project Manager assigned to act on behalf of the Contractor during the term of this Contract.

**COUNTY** – Minnehaha County, a political subdivision of the State of South Dakota.

**COUNTY IMPLEMENTATION TEAM** – The team of County staff that will lead the implementation of the ERP software system.

**COUNTY PROJECT MANAGER** – The person designated by Minnehaha County to be the County Project Manager assigned to act on behalf of the County during the term of this Contract.

**DAYS** - Means calendar days unless otherwise specified in the Contract Documents

**LITIGATION EXPENSE** - Any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.

**LOSS** - Any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.

**OFFEROR** – See "PROPOSER".

**PROJECT** – This Enterprise Resource Planning (ERP) Software System Selection project.

**PROJECT SCOPE** – Scope of services to be provided by the Contractor(s).

**PROPOSAL** – A complete and properly signed proposal to provide goods, commodities, labor or services for the sum stated and submitted in accordance with the Request for Proposal.

**PROPOSER or OFFEROR or VENDOR** - The person, Contractor, corporation, partnership or other entity submitting a Proposal on items listed in the RFP Documents and thereby agreeing to meet the Contract terms and conditions if awarded the contract.

**RESOURCE PLAN** – Resources needed to perform Project activities.

**SERVICES or WORK** - All services to be performed by the Contractor to successfully complete the enterprise software system(s) implementation Project to the satisfaction of the County.

**SUBCONTRACTOR or SUBCONSULTANT** - Any individual, corporation, company, or other entity who contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with the County.

**VENDOR** – See “PROPOSER”.

### 1.5 County’s Consulting Partner

The County has retained Berry, Dunn, McNeil & Parker (BerryDunn) as a consulting partner for this project. The role of BerryDunn is to provide information and analytical services to support this project. BerryDunn is also the primary point of contact for vendors for the purposes of this RFP.

BerryDunn will be facilitating activities as part of the procurement, but will not be participating in the evaluation scoring. Evaluations and resulting decisions will be made solely by Minnehaha County.

### 1.6 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the County will follow. The County has performed extensive planning work and has planned to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

**Table 01: RFP Schedule of Events**

<b>Event</b>	<b>Estimated Date</b>
Request for Proposals Released	January 26, 2016
Pre-Proposal Vendor Conference	February 5, 2016 @ 2pm CST
Deadline for Questions From Vendors	February 16, 2016 @ 4:30pm CST
Final Addendum for Questions Published	February 19, 2016
Deadline for Proposal Submissions	March 1, 2016 @12pm CST
Short List Vendors notified	Week of March 14, 2016
Vendor Demonstrations	Weeks of April 4 and April 11, 2016

### 1.7 Pre-Qualification of Vendors

The County has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP.

### 1.8 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements

defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

**1.9 Partnerships and Proposers of Subsets of Functionality**

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. Vendors engaged in a partnership relationship shall submit a single proposal in response to this RFP. Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. It is expected that any item in the proposal response guidelines that relates to an individual vendor’s capabilities shall be responded to for each vendor in the partnership relationship.

Proposers who elect not to partner, or not to partner to provide functionality for all functional areas shall clearly describe the functionality proposed.

Proposers are also encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules. The County will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP, and reserves the right to enter into negotiations for one or more proposers in order to achieve a “best of breed” solution. The County does have a preference towards an end-to-end solution, but is willing to consider a best of breed solution.

**1.10 Incurred Expenses**

There is no express or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposal and the County will not reimburse responding firms for these expenses, nor will the County pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services. The County will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Proposer’s product.

**1.11 Questions and Inquiries**

It shall be the responsibility of the Proposer to inquire about any portion of the RFP that is not fully understood and susceptible to more than one interpretation. Written inquiries are required. All questions concerning the RFP must reference the page number, section heading, and paragraph, if applicable. Questions may be submitted via email and Proposers shall insert “Minnehaha County ERP Software System RFP Question” in the subject line. Oral communications will not be accepted. The following table provides the primary contact information.

**Table 02: Point of Contact**

Point of Contact
Ryan Doil BerryDunn rdoil@berrydunn.com

Questions and inquiries related to this RFP, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to the Point of Contact using the contact information in Table 02 above.

In accordance with the RFP Schedule of Events in Section 1.7, all questions must be received in writing no later than February 16, 2016 at 4:30 pm Central Time. Questions and answers will be issued in accordance with Section 1.15, Amendments and Addenda.

Proposers shall not contact County staff with any questions or inquiries. Unauthorized contact with any personnel of the County may be cause for rejection of the Proposer’s response. The decision to reject a Proposal is solely that of the County.

## **1.12 Clarification and Discussion of Proposals**

The County may request clarifications and conduct discussions with any Proposer who submits a Proposal. Proposers must be available for a system demonstration to County staff on dates specified in Table 01 if selected for system demonstrations. Failure of a vendor to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the vendor's proposal.

## **1.13 Pre-Proposal Vendor Conference**

A Pre-Proposal Vendor Conference will be held on February 5, 2016, 2:00 pm Central Time. The Pre-Proposal Vendor Conference will be hosted via teleconference. The County will not be hosting an in-person option for the Pre-Proposal Vendor Conference.

Vendors that are interested in participating in the Pre-Proposal Vendor Conference shall contact the County in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information. Due to conference bridge restrictions, vendors are limited to one (1) conference participant dial-in per company.

The format of the Pre-Proposal Vendor Conference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, vendors will be able to ask questions related to the RFP or the overall process. The County will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Conference, the County will issue an addendum with all material questions asked and their respective answers.

Participation in the Pre-Proposal Vendor Conference is not mandatory.

## **1.14 Amendments and Addenda**

All clarifications and RFP revisions will be documented in an addendum and publicly published to the County's website. The County will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on February 19, 2016.

Only questions and answers documented in an addendum shall be binding. Each addendum issued will contain an acknowledgement form which shall be signed and returned with proposers' responses. The County reserves the right to revise the RFP prior to the deadline for proposal submissions on March 1, 2016. Revisions shall be documented in an addendum and publicly published to the County website.

## 2.0 Project Scope

### 2.1 Functional Areas

The following table contains the list of functional areas of the desired ERP system.

**Table 03: Functional Areas**

No.	Functional Area	No.	Functional Area
1	General Ledger and Financial Reporting	9	Human Resources
2	Budgeting	10	Payroll
3	Purchasing and Inventory	11	Time Entry
4	Accounts Payable	12	Fixed Assets
5	Accounts Receivable	13	Work Orders
6	Cash Receipts	14	Liens
7	Point of Sale	15	Taxes
8	Project Accounting and Grant Management		

The List of Functional and Technical Requirements/Capabilities contained in Attachment B contains the detailed functionality the County requires within each functional area in a future system(s).

The County has identified potential phasing in Table 04 below. These phases are estimates based on anticipated resource requirements and dependencies between functional areas. These potential phases are subject to negotiation. The County operates on a January 1 – December 31 fiscal year, and anticipates beginning implementation activities in August 2016. Proposers are encouraged to indicate suggested implementation timelines for each phase, including anticipated go-live dates. Proposers should also discuss the potential for phases to be performed concurrently.

**Table 04: Potential Phasing**

Phase	Functional Areas
1	Core financials (General Ledger, Budgeting, AP/AR, Purchasing, etc.)
2	Human Resources, Payroll, and Time Entry
3	Tax and any ancillary functionality

### 2.2 County and Project Staffing

The County will have a dedicated Project Manager through implementation. The County intends to have both functional and technical resources available during implementation. Additional detailed County resource planning has not been completed and will be based on the resource estimates provided by the Offeror.

### 2.3 Number of Users

The following user counts by module contained in Table 05 are estimates and are provided for planning purposes only. The number of users represents the current number of users of County systems.

**Table 05: Number of Users**

No.	Functional Area	Current Application(s)	Total Users	Concurrent Users
1	General Ledger and Financial Reporting	ISeries	12	8

No.	Functional Area	Current Application(s)	Total Users	Concurrent Users
2	Budgeting	HTE	5	5
		In House Department Head Application	63	40
3	Accounts Payable/Vouchering	In House Voucher Application	63	25
4	Point of Sale	Retail Data Systems	18	14
5	Project Accounting and Grant Management	In House Project Management Application	5	5
6	Human Resources	HRIS	5	5
7	Payroll	HTE	6	6
8	Time Entry	In House Time Sheets	300	150
9	Fixed Assets	Sage	2	2
10	Work Orders	Facilities In House	3	3
		Highway In House	8	6
11	Liens	In House	6	6
12	Taxes	In House	4	4

It is anticipated that some users will use multiple modules causing overlap in each functional area. The counts were broken down by functional area in the current environment to allow vendors to formulate responses based on each. The County estimates that total future users of a new system may be around 300. The County currently has approximately 524 full-time employees.

## 2.4 Current County Applications Environment

A variety of applications and databases exist in the current environment to support the County's core business processes. The application environment includes both commercially available applications and locally developed applications as described further below.

**Locally Developed Applications Overview:** The County currently utilizes many custom, locally-developed applications to support core business processes. Many of these applications are developed with an AS/400 database backend, and support data entry and querying capabilities directly through the AS/400. To provide enhanced functionality for end-users, along with a more modern look and feel, the IT Department has developed numerous Visual Basic .Net applications that integrate with the AS/400 backend. The core applications developed on the AS/400 support business processes related to; accounting (general ledger, budgeting, accounts payable, purchasing); highway cost accounting; property taxes; facilities planned maintenance; liens; work orders; and property assessments.

- Department Head Application:** Departments use the locally developed department head application developed in 2012 to view budgetary information and produce related reports and graphs. The application is a Windows front-end application developed in Visual Studio .Net to access data stored on the AS/400 system. An Automated Sequence Number (ASN) is used to mask account codes, allowing users to quickly query and view accounts without having to know the full account code. The County desires comparable functionality in the future, such as being able to enter in account codes by name as opposed to general ledger string. Roles have been established at the following levels: Global Manager, Manager, and User. The Global Manager role is assigned to staff in the auditor's office; the manager role allows department supervisory staff to enter next year budget requests for their departments during the month of May. Most staff is assigned the user role, which allows viewing expenditure and

revenue budgets for any department. This application serves to provide a view of the department's budget by ASN number and text description, including previous year activity and current year amended budget, expenditures, remaining budget, and percentage remaining. To enter departmental budget requests for the next budget year, staff input a summary dollar value for each ASN. Integration with the Voucher application allows users to drill-down on the hyperlinked expenditure total for a particular ASN in the previous or current year to view vouchers paid from that ASN. The voucher list can be filtered and individual vouchers selected for viewing. Within the voucher view, users can also see supporting documentation from the voucher application.

- **Voucher Application:** Departments use the locally developed .NET Voucher Application to support the purchasing and accounts payable process. The County does not have purchasing requirements necessitating the use of requisitions or purchase orders. In most instances a purchase order is created only when at the request of a vendor. Upon entry of a voucher for payment, users may select an option to mark the invoice as lienable which transmits certain data fields to the locally developed Lien Application and also the locally developed Human Services Case Management Application.
- **HRIS Application:** The County began developing its in-house Human Resources Information System (HRIS) application at the end of 2013 in response to needs within the HR Department for managing job descriptions, testing, training, and document imaging. Certain employee information is pulled into the HRIS application from the Sungard HTE payroll application, such as employee name, start date, and pay grade/step. This information is supplemented with additional information that cannot be tracked in HTE including each employee's profile vaccinations, testing, and training required for the position. Document imaging functionality was created by IT staff within the application using a Dynamic .Net Twain driver and is fully integrated into the HRIS application. HR staff use the application as the main repository for viewing personnel and benefits documentation.
- **Time Sheet Application:** The County uses a Time Sheet application developed in-house in 2011 to manage the time entry and leave processes. The Time Sheet application integrates with HTE to streamline time keeping and paid-time-off requests. The Auditor's office uses the application to import time into the HTE system. The application prevents users from submitting invalid time sheets by incorporating all County rules regarding time entry. The highly customized application uses a centralized employee database to identify users based on a windows log-in, triggering role based security and permissions according to staff profile. However, the application is not able to track interdepartmental staff automatically; when an employee works between two departments and then requires adjustment to time, the application clears all time from the "non-home department," forcing payroll to manually enter the information a second time. In addition, payroll staff are required to create journal entries quarterly to ensure that funding is properly allocated to any appropriate grants.
- **Project Management Application:** The County began development of a .Net application to provide project management functionality in 2014. The application serves as an informational repository for documenting project costs, deliverables, stakeholders, milestones, and risks, with the ability to attach documents. Partial integration with the Voucher and Department Head applications allows a project number to be applied to vouchers. Searching by project number can be done within the voucher application as well. The application has been developed largely with the intent of providing functionality to Highway Department and Facilities Department staff, with the ability to roll-out the application to other County staff as appropriate or necessary.
- **Lien Application(s):** The County manages lien information in several applications, primarily including a locally developed lien application on an AS/400 and a locally developed Windows lien application. The AS/400 application is used by the Register of Deeds to record liens and track receipts of payment. The County issues liens for County aid services (e.g. rental assistance, utilities assistance) and Public Defender's services rendered. A locally developed Human Services Case Management application is used to track cases and lien information, and a report is generated from this application and sent to the Register of Deeds for recording the liens in the AS/400 application. Public Defender's liens are flagged in a locally developed case management application and similarly a report is sent for recording liens at the Register of Deeds. Data is entered into the AS/400 lien application, however reporting is primarily

performed through the Windows lien application. The new Windows Lien application has the ability to run lienable aid reports, but only with accessibility to Human Services-related cases. From this report, the Human Services and Auditor’s office create the monthly lienable aid report and individual case lienable aid reports. The monthly and individual case reports benefit the Auditor’s office to answer client inquiries on lienable services, date, and amounts, as well as receive payments from clients. The Windows Lien application has functionality to support reporting capabilities, but it does not allow for data entry.

- **Tax Application:** The County uses an in-house developed AS/400 application for tax assessment, billing, and collections. The County uses a separate commercial application, ProVal, to perform assessment on one-third of the County’s parcels. Although ProVal values one-third of the County parcels (roughly 22,000), the AS/400 Tax Application provides further valuation. The first record in the AS/400 application dates back to 1985, but the application includes program code that dates further. The current County tax process includes a combination of manual MS Excel-based reports and cross-references with the County’s assessment system. Due to a lack of integration between the valuation application and the tax software, County staff encounters numerous instances of duplicate data entry and data reconciliation. Some employees report that the green-screen set-up creates a cryptic menu when viewing current and previous tax year bills. However, the County has applied a Legasuite software Graphical User Interface (GUI) to the Treasurer’s view of the application to improve use experience.
- **Highway Tax Accounting:** The Highway Department uses a separate AS/400 accounting application to record cost accounting and project management information unique to the Department in an attempt to satisfy state reporting requirements that dictate that the County must report all costs associated with major infrastructure improvements or additional construction projects. Staff enter employee time into the Highway application, but must also enter the information in the payroll application separately. Highway staff use the application to create depreciation value, which the Department reconciles with the Auditor’s report. In order to give the application more flexibility, the IT Department has improved search capabilities for each of the key files. The application also stores relevant position information and sign inventory, but does not integrate with GIS.

**Commercial Applications Overview:** In addition to developing applications to meet the needs of County business processes, the County has also licensed commercial software applications to fulfill certain functionality. A brief description of the primary applications in use appears below:

- **Sungard HTE:** The County currently uses a legacy green screen application, Sungard HTE, to support the payroll process. Operating on version 8.0.1 currently, the County has relied on the use of HTE for nearly 20 years, and intends to replace HTE as part of this process.
- **Kronos TeleStaff:** The Sheriff’s Department uses TeleStaff as means to schedule and track all employee hours. TeleStaff allows managers to set employee hours and change schedules according to shifts; however, employees do not use the application to clock in or out.
- **ProVal:** The County uses ProVal, in addition to the locally developed Tax Application, to perform assessment on one-third of the County’s parcels.
- **Real Vision Imaging:** Document management system used for vendor 1099 and lien management in the Auditor’s Office.
- **Sage:** Capital asset management is currently supported through the use of Sage.
- **NeoGov:** The County currently uses NeoGov to support the recruitment, selection, and the tracking of applicants. An integration to the HRIS application has not been developed.

The following table contains functional statistics of the County. These statistics are estimates and are provided for planning purposes only.

**Table 06: Functional Area Statistics**

No.	Functional Area/Metric	Statistic
1	<b>General Ledger and Financial Reporting</b>	
	Number of Funds	44

No.	Functional Area/Metric	Statistic
	Number of Accounts	2,000
2	<b>Budgeting</b>	
	Operating Budget	\$63M
	Capital Budget	\$17M
3	<b>Accounts Payable/Purchasing</b>	
	Number of Vouchers per Year	24,000
4	<b>Accounts Payable</b>	
	Number of Vendors	10,000 vendors 30,000 jurors
	Number of Invoices per Year	24,000 + 4,000 jurors
5	<b>Accounts Receivable, Cash Receipts, and POS</b>	
	Number of Invoices/Statements per Month	50
	Number of Cash Collection Points	Primary: Treasurer's Office Additional: Sheriff's Office and Museum
6	<b>Fixed Asset Management</b>	
	Number of Fixed Assets	1,000
7	<b>Human Resources</b>	
	Number of Employees on Payroll	586
	Number of Applicants per Year	3,500
8	<b>Payroll</b>	
	Number of W2's per Year	721
9	<b>Grant Management</b>	
	Number of Active Grants	35
10	<b>Project Management</b>	
	Number of Active Projects	55 per year
11	<b>Work Orders</b>	
	Number of Work Orders per Year	200
12	<b>Liens</b>	
	Number of County Aid liens per year	3,600
	Number of Public Defender liens per year	6,000
	Number of Public Advocate Liens per year	1,000
	Number of Court Appointed Attorney Liens per year	1,000
13	<b>Taxes</b>	
	Number of Real Estate Tax Bills per Year	70,000
	Number of Parcels	90,000

## 2.5 Implementation Project Plan

As part of the Project Scope, the Contractor(s) must develop and provide the County with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

**Section #1 - Project Objectives:** This section of the Implementation Project Plan should include overall Project objectives.

**Section #2 - Project Deliverables and Milestones:** This section of the Implementation Project Plan should include a list of deliverables and milestones of the Project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the County.

**Section #3 - Project Schedule (Project Management Software):** This section of the Implementation Project Plan should identify the dates associated with deliverables and milestones described in Section #2 of the Project Plan. In addition, this section should reflect Project predecessors, successors and dependencies. The County requires the use of Project management software (such as Microsoft Project) to develop and maintain the Project schedule, Resource Plan, and Gantt chart. *The Project Schedule should also be included in Tab 8 of the proposal. Additional information is provided in Section 4.9, Tab 8- Project Schedule.*

**Section #4 - Project Management Processes:**

- a. **Resource Management:** This section of the Implementation Project Plan should describe County resources, Contractor resources, and the overall Project team structure, including an organizational chart. Roles identified for the Contractor, its subcontractors, and the County should also include a detailed description of the responsibilities related to the identified role as well as the communication process for each party.
- b. **Scope Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use in order to manage Project Scope and the process used to request changes to Project Scope. It is the County's desire to use the proposed enterprise software system(s) "as is" and, as such, any changes must be reviewed and approved by the County's Implementation Project Team.
- c. **Schedule Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use in order to manage the Project schedule and the process used to submit requested changes to the schedule. The Contractor must ensure that the Project schedule is kept current and report any missed milestones to the County.
- d. **Risk Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use to document existing Project risks, provide recommendations for mitigating the risk, and how this will be communicated to the County Implementation Team.
- e. **Quality Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the County.
- f. **Communication Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to provide a detailed communication plan that includes discussion of key implementation metrics that will be used to track progress; types of communication methods (i.e., memo, email, one-on-one meetings, Project team meetings, stakeholder group meetings, online web progress reporting tools, etc.) that the Vendor will use; frequency of these communications; and key Vendor points-of-contact with overall responsibility for ensuring these communications are provided as scheduled. The County also expects that the Selected Vendor will make key personnel and staff available for certain meetings either on-site or via teleconference or web-conference that may be required should major issues arise during the implementation that significantly impact the schedule, or budget, of the ERP system.
- g. **Business Process Change Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to provide a plan which should include a list of the business processes the Selected Vendor recommends changing and a detailed

description and flowchart outlining the changes, the anticipated benefits to the County of these changes, and how the Vendor proposes to manage this change process.

- h. **Organizational Change Management:** This section of the Implementation Project Plan should describe the process, tools and techniques the Selected Vendor will use to manage the people-side of change.

**Section #5 - Data Conversion Approach:** As part of the Implementation Project Plan, the Selected Vendor will develop and provide a detailed Data Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The County would like to understand how the Selected Vendor will approach developing the data conversion plan, and what processes will be undertaken by the Selected Vendor's Project team to convert existing data as well as to interface with identified source systems. A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by County or Selected Vendor) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The Selected 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 that the Selected Vendor shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). Selected Vendors should plan to have converted data ready for the User Acceptance Testing phase of the Project.

*Proposers shall complete the Data Conversion tab in Attachment B, Functional and Technical Requirements.*

*Proposers shall also complete Attachment H – Responsibility of Data Conversion Activities.*

*Proposers may provide a sample Data Conversion Plan as part of responses in accordance with the Submittal Response Format described in Section 4.5, Tab 4 - Implementation Methodology. A sample is not required.*

**Section #6 – Training:** As part of the Project Scope, the Contractor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

- a. The role and responsibility of the software and/or any sub-contractors in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end users).
- b. The role and responsibility of the County staff in the design and implementation of the training plan.
- c. Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end users, and technology personnel.
- d. Proposed training schedule for County personnel of various user and interaction levels.
- e. Descriptions of classes/courses proposed in the training plan. (The Vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The Vendor must be very clear about exactly what training courses are included in the cost of the proposal and what training materials will be provided.
- f. The knowledge transfer strategy proposed by the software and/or implementation Vendor to prepare County staff to maintain the system after it is placed into production.
- g. Detailed description of system documentation and resources that will be included as part of the implementation by the Vendor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, and others as available.

It is the County's intention that the Contractor will coordinate the training of County personnel in the use of its application and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables. Documentation, including training manuals and agendas, will be provided by the Proposer before each training session with County staff.

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*Proposers may provide a sample Training Plan as part of responses in accordance with the Submittal Response Format described in Section 4.5, Tab 4 - Implementation Methodology. A sample is not required.*

**Section #7 - Bi-Weekly Status Reports:** This section of the Implementation Project Plan should describe the approach the Contractor will use to provide bi-weekly status reports throughout the course of the Project. This section should include an example of the bi-weekly status report and identify the expected delivery mechanism that will be used to provide the report to the County.

*Proposers shall provide a preliminary Implementation Project Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.*

## **2.6 System Interface Plan**

As part of the Project Scope, the selected vendor will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment B, Functional and Technical Requirements/Capabilities.

*Proposers may provide a sample System Interface Plan as part of responses in accordance with the Submittal Response Format described in Section 4.4, Tab 3 - Implementation Methodology. A sample is not required.*

## **2.7 Software Customization Plan**

As part of the Project Scope, the Selected Vendor will develop and provide a detailed Software Customization Plan that includes anticipated customizations and their impact to the overall Project schedule, budget, and final success. This Software Customization Plan should describe the process that the County and the Vendor will engage in for accepting the software modifications. While it is the County's intent to utilize the Selected Vendor system's existing capabilities and embedded best-practice business processes, it recognizes that there may be some critical work processes that require software customization.

*Proposers may provide a sample Software Customization Plan as part of responses in accordance with the Submittal Response Format described in Section 4.5, Tab 4 - Implementation Methodology. A sample is not required.*

## **2.8 Testing and Quality Assurance Plan**

As part of the Project Scope, the selected vendor will develop and provide a Testing and Quality Assurance Plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the County's expectation that the Testing and Quality Assurance Plan govern all phases of the project and that the vendor will also provide assistance during each testing phase involving County users. The vendor will develop the initial User Acceptance Testing (UAT) plan, provide templates and guidance for developing test scripts, and will provide onsite support during UAT. The vendor will also provide a plan for stress testing of the system that will occur during or after UAT.

*Proposers may provide a sample Testing and Quality Assurance Plan as part of responses in accordance with the Submittal Response Format described in Section 4.5, Tab 4 - Implementation Methodology. A sample is not required.*

## **2.9 Pre- and Post-Implementation Level of Support**

As part of the Project Scope, the selected vendor will develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after go-live.

As part of the Project Scope, the Selected Vendor will develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after the implementation. Proposers should describe what level of support is available under the proposed fee structure. If varying levels of support are available, this section of the Proposer's response should clarify these potential services and highlight the level of support that has been proposed.

The following support and issue resolution information contained in Table 07 are suggestions and are provided for planning purposes only. The table contains information on the support issue resolution standards that the County wishes the Vendor to provide following implementation.

**Table 07: Support and Issue Resolution Standards**

No.	Support and Issue Resolution Standards
1	<p>The vendor, at a minimum has the ability to adhere to the following standards for issue resolution:</p> <ul style="list-style-type: none"> <li>• Severity Level 1, system is down. Attention required immediately, maximum of 30 minute response time.</li> <li>• Severity Level 2, major functionality of the system is impacted or parts of the system are down. Maximum of 1 hour response time.</li> <li>• Severity Level 3, non-mission critical processes are impacted. Maximum of 8 hour response time.</li> </ul>
2	Outage times should be based on a 24x7 basis instead of working hours.
3	Severity levels for support will be defined by the County.
4	The vendor will provide support during standard County business hours.
5	The vendor will provide web-based support, with a searchable database of common problems, to assist end users in researching error messages.
6	The vendor will adhere to the County's security policies, including but not limited to, vendors requesting access to the application and/or network prior to troubleshooting.
7	The vendor will proactively notify the County System Administrator regarding which releases of third-party software (JAVA virtual machine, Internet Explorer, Mozilla, Safari, etc.) are known to create problems with the current version of the vendor software.

Vendors should describe what level of support is available under the proposed fee structure. If varying levels of support are available, this section of the vendor's response should clarify these potential services and highlight the level of support that has been proposed.

*Proposers may provide a sample Pre- and Post-Implementation Plan as part of responses in accordance with the Submittal Response Format described in Section 4.5, Tab 4 - Implementation Methodology. A sample is not required.*

**2.10 System Documentation**

As part of the Project Scope, the selected vendor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module.

*Proposers may provide sample System Documentation as part of responses in accordance with the Submittal Response Format described in Section 4.5, Tab 4 - Implementation Methodology. In addition, Proposers may provide an overview of the system documentation that will be provided as part of system implementation. Samples are not required.*

**2.11 Risk Register**

As part of the Project Scope, the Contractor(s) will develop and maintain a documented Risk Register. Such Risk Register will be maintained in a centrally accessible location (i.e., Project portal) and be regularly updated. For

each risk identified, the Contractor shall be responsible to develop an impact summary and a mitigation strategy in a timely fashion.

*Proposers may provide a sample Risk Register as part of responses in accordance with the Submittal Response Format described in Section 4.5, Tab 4 - Implementation Methodology. A sample is not required.*

## 3.0 Proposal Evaluation and Award

### 3.1 Evaluation Process

The County's Evaluation Committee will initially review and evaluate each proposal received to determine the proposer's ability to meet the requirements of the County. The evaluation criteria described in Section 3.2 will be the basis for evaluation.

The Evaluation Committee will determine the vendors best suited to meet the needs of the County based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List.

The County, at its sole discretion, reserves the right to have system demonstrations with those proposers on the Vendor Short List, or any other vendor. Scripted demonstrations will be conducted at County offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration.

A Pre-Demonstration Vendor Teleconference will take place for those vendors that have been short-listed. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and vendors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference.

Demonstrations will be assigned a portion of the overall Technical Capability score. The County may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration and potentially a separate room for questions and answers.

Vendors who are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality must not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the vendor.

The County may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

### 3.2 Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The County hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria.

**Table 08: Evaluation Criteria**

Criteria	Description	Maximum Score
Functional*	This criterion considers the ability of the proposed software to meet the County's functionality needs. This includes the ability to meet the Functional and Technical Requirement for the functional areas that are proposed and the ability for the proposed software to integrate with the County's system environment.	25
Technical*	This criterion considers the ability of the proposed software to align with the County's preferred technical specifications and interface requirements. This criterion will also consider the level of integration among proposed system modules.	20

Criteria	Description	Maximum Score
Approach*	This criterion considers the Proposer's understanding of the scope of work and the quality and clarity of the Proposer's written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Proposer's approach to training and support.	20
Experience*	This criterion considers the Proposer's experience in providing the services solicited by this RFP as set forth in the Proposer's response.	20
Cost	This criterion considers the price of the software license, services, and ongoing maintenance solicited by this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers.	15

*\*Final scoring for these criteria may be adjusted for Short Listed Vendors based on the results of the demonstrations, reference calls, site visits, or supplemental information requests.*

The County intends to review cost proposals prior to the demonstrations to ensure the Short-List Vendors are within the County's budget planning.

### 3.3 Best and Final Offer/Request for Clarification

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the County. Such process may be initiated following the publishing of the Vendor Short List or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process.

### 3.4 Notice of Intent Award

After the completion of contract negotiations, the County may issue a written Notice of Intent to Award and send copies to all proposers. The scores and placement of other proposers will not be part of the Notice of Intent to Award.

Successful proposers named in the Notice of Intent to Award are advised not to begin work or enter into subcontracts relating to the project until both the successful proposer and the County sign the contract.

### 3.5 Negotiations and Contract Execution

The County reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the County and the vendor are unable to agree upon all contract provisions, the County reserves the right to cease negotiations, and to move on to select another vendor, or to reject all Proposals.

### 3.6 Contracting Ethics

1. It is a breach of ethical standards for any person to offer, give, or agree to give any County employee or Committees, Commissions, and Boards person, or by County Policy, for any County employee, or Committees, Commissions, and Boards person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
2. The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the County.
3. The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of the County.

### **3.7 No Obligation, Right of Rejection, and Multiple Award**

The inquiry made through this RFP implies no obligation on the part of Minnehaha County.

The County reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The County may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The County further reserves the right to award all, part, or none of the components/functional areas included in this RFP or a Proposer's proposal. In addition, the County reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP.

The County reserves the right to reject any proposal determined to be nonresponsive. The County also reserves the right to refrain from making an award if it determines it to be in its best interest.

## 4.0 Submittal Response Format

### 4.1 General Instructions

It will be the sole responsibility of the Proposer to submit its Proposal to the County before the closing deadline. Late Proposals will not be considered and will be returned unopened to the Proposer.

The County reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the respondent's reply based on the component prices submitted.

The County reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the County. The County reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

The following instructions must be followed by Proposers submitting Proposals:

1. The deadline for Proposal submissions is established in Section 1.7, RFP Introduction and Background. The Proposal deadline is March 1, 2016 at 12:00 p.m. Central Time. Proposals received at the County after this deadline will not be accepted and will be returned to Proposer. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.
2. Proposers shall submit eight (8) hard copies of the Technical Proposal and eight (8) hard copies of the Cost Proposal under separate covers to the County at the address contained in Table 09. One (1) hard copy of the Technical Proposal and one (1) hard copy of the Cost Proposal should be clearly marked as the "Original," and the remaining copies should be clearly marked "Copy".
3. Technical Proposals should be provided in three-ring binders with tab separators. Technical Proposals shall not include extraneous marketing materials.
4. Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic version of the Cost Proposal on separate CDs to the County along with hard copy Proposals. All Worksheet Attachments provided as part of this RFP package shall be provided in MS Excel format. All Forms Attachments provided as part of this RFP package shall be provided in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format.
5. Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic version of the Cost Proposal on separate CDs to BerryDunn at the address in Table 09. All Worksheet Attachments provided as part of this RFP package shall be provided in MS Excel format. All Forms Attachments provided as part of this RFP package shall be provided in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format. Determination of meeting the submission deadline is independent of BerryDunn receiving the electronic version.
6. Mailed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number.
7. The mailing addresses for Proposals is contained in the following table.

**Table 09: Proposal Mailing Addresses**

County Mailing Address	Consultant Mailing Address
Cindy Jepsen Minnehaha County 400 N. Minnesota Ave Sioux Falls, SD 57104	Ryan Doil BerryDunn 100 Middle Street, 4 <sup>th</sup> Floor Portland, ME 04104

8. The following table contains the organization guidelines for Proposal responses.

**Table 10: Technical Proposal Organization Guidelines**

<b>Proposal Tab No.</b>	<b>Technical Proposal Section</b>	<b>RFP Sec. No.</b>
<b>Tab 1</b>	Transmittal Letter and Executive Summary	4.2
<b>Tab 2</b>	Project Approach and Software Solution	4.3
<b>Tab 3</b>	System and Application Architecture	4.4
<b>Tab 4</b>	Implementation Methodology	4.5
<b>Tab 5</b>	Company Background and History	4.6
<b>Tab 6</b>	Key Proposed Personnel and Team Organization	4.7
<b>Tab 7</b>	Project Roles and Responsibilities	4.8
<b>Tab 8</b>	Project Schedule	4.9
<b>Tab 9</b>	Functional and Technical Requirements/Capabilities Response	4.10
<b>Tab 10</b>	Data Conversion Plan	4.11
<b>Tab 11</b>	Testing and Quality Assurance Plan	4.12
<b>Tab 12</b>	Training Plan	4.13
<b>Tab 13</b>	Ownership of Deliverables	4.14
<b>Tab 14</b>	Sub-Contracting	4.15
<b>Tab 15</b>	References	4.16
<b>Tab 16</b>	Site Visit References	4.17
<b>Tab 17</b>	Response to Narrative Questions	4.18
<b>Tab 18</b>	Exceptions to Terms and Conditions	4.19
<b>Tab 19</b>	Attachments: Required Forms	4.20
<b>Separate Cover</b>	Price Proposal	4.22

#### **4.2 Transmittal Letter and Executive Summary**

The first tab of the Proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the Proposer's primary contact information, including the following:

1. Name of the Proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the Proposer's letterhead.

A signature on the Transmittal Letter hereby provides the County acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Proposer shall be deemed to have

accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the Proposal contents, emphasizing any unique aspects or strengths of the Proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

#### 4.3 Project Approach and Software Solution

The second tab of the Proposal should include a description of the proposed approach for providing the services described in Section 2.0, Project Scope. This section must also include a summary description of the capabilities for each functional area of the Functional and Technical Requirements/Capabilities contained in Attachment B in narrative format. The purpose of this summary is so that the County has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements/Capabilities in Attachment B.

Proposers shall clearly indicate the licensing model, (named, concurrent, site) and whether this model varies based on the quantity of licenses purchased (e.g. bulk or quantity discounts).

Proposers should clearly identify any modules or functionality that is being proposed as complementary or is otherwise optional. Likewise, Proposers should clearly indicate which proposed modules will satisfy the requirements associated with the functional areas identified in this RFP by completing Table 11 below. If a functional area listed is not being proposed, Proposers shall indicate so with "Not Proposed".

**Table 11: Proposed Functional Areas/Modules**

No.	Functional Area	Proposed Module(s) To Address Requested Functional Area
1	General Ledger and Financial Reporting	
2	Budgeting	
3	Purchasing and Inventory	
4	Accounts Payable	
5	Accounts Receivable	
6	Cash Receipts	
7	Point of Sale	
8	Project Accounting and Grant Management	
9	Human Resources	
10	Payroll	
11	Time Entry	
12	Fixed Assets	
13	Work Orders	
14	Liens	
15	Taxes	

Proposed modules that are required to satisfy the requirements associated with the functional areas identified in Table 11 cannot be proposed complementary or optional.

Marketing materials should not be submitted on the proposed functionality.

#### **4.4 System and Application Architecture**

The third tab of the Proposal shall include a description of the proposed system and application architecture.

The Proposer shall include responses to the following questions, in addition to any other information that may be relevant and useful to the County.

- a. Describe the design philosophy of your application. Include in your response the degree to which there is a common design philosophy across all modules, common programming languages and tools, and the extent of shared software code across all applications (e.g., the code to generate an address label or perform system rounding should be the same code for that function in all components of the application).
- b. List all hardware/operating system/database platforms upon which the product is supported. Provide specifications in terms of processors, processor speed, memory requirements, and other sizing and capacity factors to assist the County in budgeting for and acquiring hardware. Indicate whether each configuration is in production at a County or City close in size to the County. List which industry standard benchmarks or guidelines measures are used to establish this recommendation.
- c. Describe what virtual server environments the proposed solution can be used on.
- d. Discuss how many environments are available with your proposed solution at no additional cost (i.e. test, training, production)?
- e. List all desktop operating systems that are simultaneously supported on a single installation/version of the application. Indicate hardware/operating system platform if that is a consideration for support.
- f. Describe how often major and minor software updates are provided, as well as the level of County resources required for a major update, and the level of resources required for a minor update.
- g. The underlying architecture of the application design is important to the County. Please describe your system architecture model and explain the capabilities and features of this model that led to your use of it in developing this system.
- h. Describe your approach to ensure scalability of the product. This includes transaction growth, upgrades and replacements of components of the architecture, technology, and application.
- i. List the special access capabilities for which you provide the customer the ability to augment your solution. These might include touch screen, imaging, voice response, computer integrated telephony, wireless, etc.
- j. What is the source language(s) of the product?
- k. Is the source code available and, if so, under what conditions/terms?
- l. What is ability to support industry standards in areas such as communication protocols, security, EDI, object technology, user interfaces, etc. Please comment on any area where you do not support industry standards.
- m. Describe your ability to retain all user made changes to business rules, standard screens and standard reports when new releases of base software are installed.
- n. Is the proposed software a client based application or browser based? Does the proposed software function without the end user needing local administrative rights to their computer?
- o. List all browsers that are certified for use with the application, and describe any required browser add-ons, function enablement, etc.

- p. What technology does the Proposer’s relational database management system (RDMS) use to ensure integrity and completion of all transactions? Two-phase commit is one such technology.
- q. Please describe the major/minor upgrade process that is required if the solution requires a client based installation.

**4.5 Implementation Methodology**

The fourth tab of the Proposal should include a comprehensive description of the proposed implementation methodology for the Project. The description should include how the Proposer has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section 2.0, Project Scope.

Proposers shall describe any assumptions made in Proposals in detail. These should include any assumptions related to the current County technical environment, staffing, project management approach, and County resources available during implementation and support phases.

Proposers should also include a sample Project Plan which details the implementation schedule and approach as part of the fourth tab.

This tab may also include samples of the following:

1. Software Customization Plan (Additional information provided in Section 2.10)
2. System Interface Plan (Additional information in Section 2.11)
3. Data Conversion Plan (Additional information in Section 2.12)
4. Testing and Quality Assurance Plan (Additional information in Section 2.13)
5. Pre- and Post-Implementation Support Plan (Additional information in Section 2.14)
6. Training Plan (Additional information in Section 2.15)
7. System Documentation (Additional information in Section 2.17)
8. Risk Register (Additional information in Section 2.18)

**4.6 Company Background and History**

The fifth tab of the Proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Project Scope. The following table should be completed and included in the response in the fifth tab of the Proposal.

**Table 12: Company Background**

Metric	Response
Total number of employees	
Office locations	
Total number of active clients	
Total number of active government clients	
Total number of active County government clients	
Total number of South Dakota clients	
Total number of South Dakota County clients	
Total number of South Dakota County tax clients	
Total number of completed implementations of the proposed product and version	
Total number of active government clients using the proposed product version	

Metric	Response
Total years offering government ERP Systems	
Total years offering government Tax Systems	
Total years offering government Human Resources/Payroll Systems	
Total years offering government Financial Systems	
Largest active government installation including population	
Smallest active government installation including population	
Other products offered by company	

If a partnership with third-party companies is a part of a Proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a Proposal, prime or third-party.

#### 4.7 Key Proposed Personnel and Team Organization

The sixth tab of the Proposal should include the resumes of the proposed Project personnel as well as the structure of the proposed Selected Vendor Project Team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this Project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the project
3. Description of project roles and responsibilities
4. Home office location
5. Listing of past projects where resource implemented the proposed product
6. Listing of past projects where resource implemented other software products
7. Educational background
8. Professional registrations and memberships
9. Professional references, and
10. Additional relevant information

The County is interested in personnel that hold certifications from the Project Management Institute. Resumes should include any PMP or CAPM certifications held.

The County reserves the right to require background checks be conducted on any individual conducting work as either an employee of the Vendor, or on the Vendor's behalf.

#### 4.8 Project Roles and Responsibilities

The seventh tab of the Proposal should include the proposed resource levels for the County Implementation Project Team and Selected Vendor Project Teams. The tab shall include the completed Resource Hours Worksheet contained in Attachment D.

Proposers shall provide resource hour estimates by system module for each of the project activities contained in the two worksheets. A worksheet is provided for the County Implementation Project Team and a second worksheet is provided for the Selected Vendor Project Team. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope. Any assumptions related to the number of County Implementation Project Team staff used in the development of the resource hour estimates should be included.

#### 4.9 Project Schedule

The County has determined that implementation will take a phased approach (as opposed to a “big-bang” cutover). As part of the eighth tab of the proposal, vendors shall include a proposed project schedule, including their recommended phased implementation plan and a description of the anticipated implementation timelines and assumptions. The proposed Project schedule should also include major milestones, activities, and timing of deliverables. The Project schedule shall be in a Gantt chart format developed in Microsoft Project.

#### 4.10 Functional and Technical Requirements/Capabilities Response

The ninth tab of the Proposal should include the proposed capability to provide the County’s requirements as defined in Attachment B, Functional and Technical Requirements/Capabilities. This tab shall include the completed requirements worksheet in Attachment B.

When providing responses to the requirements in Attachment B, Proposers shall use the response indicators contained in the following table.

**Table 13: Requirements Response Indicators**

Indicator	Definition
S	Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the County.
F	Feature/Function will be available in a future software release available to the County by January 1, 2017 at which point it will be implemented in accordance with agreed upon configuration planning with the County.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment C – Cost Worksheet.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.
N	Feature/Function cannot be provided.

If a response indicator of “F” is provided for a requirement that will be met in a future software release, the Proposer shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the Proposer shall indicate the cost of such a modification. If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the Proposer shall identify this third-party system and include a cost Proposal to secure this system.

#### 4.11 Data Conversion Plan

The tenth tab of the Proposal should include the proposed Data Conversion Plan that will ensure the County’s desired data is transferred to the new system. The Plan shall include estimated work levels as well as roles and responsibilities related to data conversion, for both the County and the Selected Vendor, organized by module.

#### 4.12 Testing and Quality Assurance Plan

The eleventh tab of the Proposal should include the proposed Testing and Quality Assurance Plan. This Plan should be based on the Proposer’s standard approach for achieving quality assurance.

#### 4.13 Training Plan

The twelfth tab of the Proposal should include the proposed Training Plan and approach. This tab should include any optional training offerings (e.g. train the trainer, training all end-users, system administrator training) and clearly indicate which training model has been proposed. The tab should also include responses to the following questions:

1. What provision does the Offeror have for providing primary training for the proposed system? Training shall be adequate to the needs of the typical systems user and administrator.
2. What provision does the Offeror make for training the typical system user training to address those issues that will be encountered during day-to-day use? Be sure to include training on all system functionality—including screen and report use—and ad hoc report creation and use.
3. What provision does the Offeror make for Administrator training to address those issues involved with the administration of the system? Should it be a separate training session?
4. What provision does the Offeror make to provide technical training to County IT staff, as necessary? Please address how the Offeror will address training on the responsibilities related to system operation and management, security, problem identification, and problem resolution.
5. Describe what training facility configuration and equipment requirements are sufficient to deliver the training being proposed.
6. Does the Offeror have the ability to provide web-based training? Please provide details related to web-based training offerings.
7. What provision will the Offeror make for having a system environment available for training exercises, and when? What data (live, sample, etc.) will be used for training County staff on the use of the system?
8. Include the following table in the response, completed for each training module/class, its length, whether or not it is on-site, whether it is designed for technical/administrator or end-user level audience, and if optional or required.

**Table 14: Training Modules/Classes Offered**

Training Module/Class	Class Days/Hours	On or Off-Site	Intended Audience	Optional or Required

#### 4.14 Ownership of Deliverables

As part of the thirteenth tab, Proposals should identify the ownership of each project deliverable. Ownership should be identified using the roles described in the following table. The resource hours provided as part of Tab 7 should be appropriate based on the roles identified for each Project deliverable.

**Table 15: Deliverables Ownership Roles**

<b>Role</b>	<b>Summary</b>
Lead	The party ultimately responsible for the development of the deliverable.
Assist	The party provides active assistance in development of the deliverable.
Participate	The party provides passive assistance in the development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

A sample format of how the ownership of Project deliverables should be included in the Proposer’s Proposal is included in Attachment E, Ownership of Deliverables.

**4.15 Sub-Contracting**

The fourteenth tab of the Proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

1. Summary of service
2. Reasons for sub-contracting
3. Proposed sub-contractor
4. Detailed sub-contractor responsibilities
5. Sub-contractor name
6. Sub-contractor location
7. Sub-contractor experience
8. Previous use of sub-contractor and
9. Any additional relevant information

**4.16 References**

The fifteenth tab of the Proposal should identify the Proposer’s references for the Project. Proposers shall provide at least five (5) County/municipal government clients with whom the Proposer has worked during the past three (3) years that are of similar size and complexity to the County. The County requests that three (3) references shall be from County/municipal governments that have been live with the current software version for a minimum of two (2) years, and two (2) references that have been live with the current software version for less than one (1) year.

In the event the Proposer cannot provide the required five references, Proposer may substitute other organizations to ensure five (5) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.

If possible, the County prefers references that utilized the same Project manager as will be recommended for this Project, and the same scope of functional areas. This section of the RFP response should also include an affirmative statement that the Proposer grants its consent for the County to contact the Proposer’s references for purposes of evaluating the Proposer for this Project and acknowledges that any information obtained from the Proposer’s references will not be disclosed to the Proposer.

This tab should also include the name and contact information of three (3) former clients that have elected to leave the Proposer. The Proposer should describe why the client left, and what steps the Proposer has taken to correct the issues that resulted in the client's departure.

#### **4.17 Site Visit References**

The sixteenth tab of the Proposal should include the contact information for three (3) similarly-sized County/municipal governments with which the County may conduct site visits.

#### **4.18 Response to Narrative Questions**

The seventeenth tab of the Proposal should include the Proposer's response to the following narrative questions. Responses to narrative questions will be evaluated within the appropriate evaluation criteria.

1. Based on information provided in this RFP and experience in working with other localities, what is the Proposer's perspective on the most significant risks to this Project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the Project?
3. Provide a clear description of Project management responsibilities between the County and the Selected Vendor.
4. Based on current client obligations, what is the earliest you can begin implementation after contract signing, and what activities would the Proposer expect to occur within the first 60 days of contract signing?
5. Please describe how the Chart of Accounts will be converted if there are changes to the Chart of Accounts in a new system. The County is strongly considering switching to the State of South Dakota recommended chart of accounts as part of the process of implementing a new system.
6. The County has developed a robust time entry application that is currently meeting most needs of the County, but is willing to consider commercial products that provide greater functionality if available. The time entry application is a .Net application with two way integration with HTE payroll. This application is customized to meet the specific needs of the Highway union workers, Juvenile Detention Center in/out requirements and interfaces with the facilities time clock plus time clock. The built in calendar and PTO request features have become expected features for County users. The County would consider reconfiguring the time keeping application to integrate in with the new payroll application or possibly migrating to the vendor provided time keeping application.
  - a. The County is interested in learning more about any scheduling functionality that may be offered as part of solutions. Please provide information related to any time and attendance scheduling functionality that is offered as part of your solution, including costs related to licensing, professional services, and maintenance. The County, at this time, would anticipate that 2-3 Departments would utilize scheduling, while most County staff would not (including the Sheriff's Department which intends to continue use of Kronos Telestaff).
7. In how many, and in which, South Dakota clients have you implemented tax functionality? If you have not implemented tax software in South Dakota, please describe your intended approach to configuring your system to provide this functionality and any additional vendor resource hours that may be required above and beyond a standard implementation in a jurisdiction where tax functionality has previously been implemented by your company.
8. Please describe in detail the manners in which your system is able to provide document management capabilities.
  - a. Are documents able to be scanned directly into the system, or must they be attached by browsing for a locally stored file?
  - b. Are documents stored in a central location within the system, or are they attached to specific transactions or records?
  - c. Based on your understanding of the County's document management system (DMS), how would you propose integration between your system and the County's DMS?
  - d. Would integration between your system and the County's system allow for reports generated from the system to be saved automatically to the County's DMS? Would any system customizations be required to accomplish this?
9. What other system modules or products would the Proposer recommend to be complementary to the Project Scope as described in Section 2.0?

10. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
11. What is the name and current release number of the product(s) being proposed?
12. When will the next release be available (both major and minor releases)?
13. How often are releases provided, and what is the process to test each release? Would the County be able to test releases in a test environment prior to pushing updates to a live environment? Does the system have the ability to roll back updates should challenges or bugs be encountered?
14. How long does the typical implementation of the product being proposed take for an organization of similar size to the County?
15. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
16. What other applications will the product being proposed integrate with or have integrated with in the past?
17. What sets your firm's product being proposed apart from your firm's competitors?
18. Does the system, or do you the vendor, make available a list of certified/supported third-party applications? Do you proactively notify users (e.g. system administrators) regarding which releases of third-party software (e.g. JAVA virtual machine, Internet Explorer, Safari) are known to create problems with the current version of the software?
19. The County desires the following standards for support issue resolution. Please describe your ability to support these standards, and note any deviation, as well as any optional levels of support that are offered beyond what is being proposed.
  - a. Severity Level 1, system is down. Attention required immediately, maximum of 30 minute response time.
  - b. Severity Level 2, major functionality of the system is impacted or parts of the system are down. Maximum of 1 hour response time.
  - c. Severity Level 3, non-mission critical processes are impacted. Maximum of 8 hour response time.
20. What experience does the Proposer have working with Highway Departments? Please describe relevant prior experience and understanding of any applicable cost accounting based functionality deployed to clients with a Highway Department or similar Department.
21. Does the Proposer offer any functionality that provides for or is compatible with QR or bar code scanning functionality? This may include but not be limited to: scanning invoices, scanning inventory, scanning assets, etc. Please describe any additional hardware or software requirements required to provide for this functionality.

#### **4.19 Exceptions to Terms and Conditions**

The eighteenth tab of the Proposal should include any exception the Proposer takes to the terms and conditions set forth in this RFP. Proposer should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The Proposer will describe exceptions to the RFP and identify their impact to the County, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The County reserves the right to disallow exceptions it finds are not in the best interests of the County. Any and all exceptions to the requirements of this RFP must be identified and fully explained in the submitted Proposal. It is the County's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

#### **4.20 Attachments: Required Forms**

The ninetieth tab of the Proposal should include the following Forms and Attachments:

See MS Word document "Minnehaha County RFP - Forms.docx"

1. Attachment A – Vendor Reference Form
2. Attachment E – Ownership of Deliverables
3. Attachment F – Receipt of Addenda Form
4. Attachment G – Statement of Non-Collusion Form
5. Attachment H – Responsibility of Data Conversion Activities

See MS Excel spreadsheet "Minnehaha County RFP - Requirements Worksheet.xlsx" and "Minnehaha County RFP – Cost and Resource Hours Worksheets.xlsx"

1. Attachment B – Functional and Technical Requirements/Capabilities
2. Attachment C – Cost Worksheets
3. Attachment D – Resource Hours Worksheets

The above five forms should be provided in MS Word and the three worksheets should be provided in MS Excel as well.

#### **4.21 Price Proposal**

The Proposer's Price Proposal should be provided under separate cover from all tabs of the Proposer's Technical Proposal. The Price Proposal shall consist of three sections:

1. The completed Cost Proposal Worksheet as contained in Attachment C. Proposers shall not modify the worksheets in any way.
2. The Proposer's standard travel and expense policy.
3. The Proposer shall provide a brief statement of agreement with the Payment and Retainage terms identified in this RFP. If a Proposer does not agree with all items, a description should be provided of those items for which exception is taken.

## **5.0 Contract Terms and Conditions**

### **5.1 Contract Type**

The resulting contract from this RFP shall be a not-to-exceed based contract. The initial contract price will be based on prices submitted by the Selected Vendor, subject to contract negotiations with the County, and remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. The County must be notified in a timely manner of all proposed price increases.

### **5.2 Contract Term**

The Agreement shall be effective upon the date the contract is signed by both the County and the Vendor and expire upon completion of the services covered by the contract. The contract may be terminated by the County or the Vendor upon thirty (30) days written notice of such termination. In the event of termination of the contract, there shall be no further obligation on the part of the County to the Vendor save and except for payment of sums due and owing for expenses and work incurred by the Vendor prior to the date of termination.

### **5.3 Contract Changes**

Written requests for price changes in term contracts after the firm price period must be submitted in writing to the County. Any increase will be based on the vendor's actual cost increase only, as shown in written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the County, (1) the request may be granted; (2) the contract may be cancelled and solicitation may be re-advertised; or (3) the contract may be continued without change.

The County will accept or reject all such written requests within thirty (30) days of the date of receipt of vendor's request for price increase or receipt of proper written documentation, whichever is later.

If a price increase is approved, the County will issue an amendment to the contract specifying the date the increase will be effective. The vendor will be required to send notice to all users of the contract. All services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed.

If a price increase is rejected, the vendor will be notified and the contract will continue without change.

All other contract changes will be effective only on written agreement signed by both parties.

### **5.4 Contract Approval**

This RFP does not, by itself, obligate the County to award a contract. The County's obligation will commence following the County Commission's approval of a contract. Upon written notice to the vendor, the County may set a different starting date for the contract. The County will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the County.

### **5.5 Contract Dispute**

In the event of contract dispute, dispute proceedings will be held in the State of South Dakota. Mediation will be a mandatory first step in the event of a dispute, prior to any legal action as set forth in the contract.

### **5.6 Payment and Retainages**

The County understands that there will be potentially three types of costs that are associated with procuring a new system: software licensing, implementation services and annual maintenance costs. In the following sub-sections, each type of cost is defined and the County's expectations for payments and retainage associated with these costs are described.

## 1. Software Licensing Cost

Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the proposer 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), 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, the proposer shall show any applicable discounts separately from the prices for products and services. The County requests that the proposer provide separate prices for each functional area/module in the proposed solution.

The County expects a milestone-based payment schedule for software licensing. Potential milestones including Project Kickoff, Initial System Implementation, System Configuration, Approval of Go-Live, and Acceptance of System.

Vendors shall describe their typical milestone-based payment schedule for software licensing as part of their Cost Proposal.

## 2. Implementation Services Cost

Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as “not to exceed” estimates and the County will be charged for services as incurred.

The County will pay eighty-five percent (85%) of the implementation service costs on a monthly basis as incurred on the project. Fifteen percent (15%) of the implementation service costs will be retained (as a “hold-back”) until successful completion of the associated project phase. The fifteen percent (15%) hold-back will be paid to the vendor upon County’s written acceptance of the system (see above for associated test criteria) and sign-off at phase completion.

Costs for the proposed solution should be submitted on the Cost Worksheet (Attachment C). It is important to note the following:

- The County will not consider time and materials pricing. Proposers 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 proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;
- In the event the product or service is provided at no additional cost, the item should be noted as “no charge;”
- In the event the product or service is not being included in the proposal, the item should be noted as “No Bid;” and,
- Proposer shall make clear the basis of calculation for all fees.

All travel expense costs must be included in the proposer’s fixed price cost. The County will not make a separate payment for reimbursable expenses. The County shall not be liable for additional travel costs incurred due for any reason outside the County’s control.

### 3. Annual Maintenance Cost

Annual maintenance costs include the annual maintenance and support fees for the application environment. For example, the annual maintenance fees associated with a module (i.e. accounts payable) will be paid upon County acceptance of the project phase associated with the module. The County will not pay maintenance fees on functional areas until County sign-off has been provided to approve live operation for one year after go live. The County expects software maintenance costs will not increase in the first five years upon live operation.

### 5.7 Taxes and Taxpayer Information

The awarded vendor must provide a valid W-9 form within five (5) days of notification of award. The County is exempt from paying local, state, or federal taxes.

### 5.8 Federal Requirements

The vendor must comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

### 5.9 Confidential Information

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

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

### 5.10 County Property

The use of any and all County property must be approved in advance.

### 5.11 Warranty

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

### 5.12 Source Code

Selected vendors shall place source code for the software modules licensed by the County in escrow with an independent third-party (with whom a separate escrow agreement will be entered into by County with all related costs paid by the vendor). The source code shall be kept current with the releases / version of the software in live use at the County. The source code shall revert to the County for the County's use if the vendor files for bankruptcy or protection from creditors in a court of law. The County shall then have full rights to use source code for any purposes other than resale.

Within thirty (30) calendar days of the vendor going out of business or no longer supporting the software being licensed, the vendor shall provide appropriate source code to the County. The same applies if the vendor is merged or acquired and the software is no longer supported. Once the County obtains the source code, it shall be a perpetual license, and there shall not be any additional fees due, even if additional licenses are deployed.

### 5.13 Insurance Requirements

Proposer shall, at Proposer’s expense, secure and maintain in effect throughout the duration of the contract, insurance of the following kinds and limits set forth in this Section 5. The Proposer shall furnish a certificate of insurance to the County before starting work or within ten (10) days after the notice of award of the contract, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of South Dakota and having a rating of at least A-VII, according to the latest edition of the Best’s Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the County. The following provision shall also be stated on each applicable certificate of insurance: “Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days’ written notice to the certificate holder named to the left.” Proposer shall require any of its subcontractors to secure and maintain insurance as set forth in this Section and indemnify, hold harmless and defend the County, its officers, employees, attorneys and volunteers as set forth in this Agreement.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

**A. Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:
 

a. General Aggregate	\$2,000,000.00
b. Each Occurrence	\$1,000,000.00
c. Personal Injury	\$1,000,000.00
- iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

**B. Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer, and the Proposer's obligations under the indemnification provisions of this Agreement to the extent same are covered.

**C. Workers’ Compensation:**

- i. Workers’ compensation insurance shall be in accordance with the provisions of the laws of the State of South Dakota, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the Proposer shall require each subcontractor similarly to provide Workers’ Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under said worker’s compensation insurance, the Proposer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

**D. Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:
 

a. Combined Single Limit	\$1,000,000.00
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**E. Umbrella:**

- i. Limits:
 

a. Each Occurrence/Aggregate	\$2,000,000.00
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- F. The County, its officers, employees and agents shall be named as an additional insured on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Proposer shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, and employees.

Proposer understands and agrees that, except as to Professional Liability, any insurance protection required by the contract or otherwise provided by the Proposer, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County, its officers, employees agents as herein provided.

#### **5.14 Conflict of Interest**

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Proposer of all benefits of the Contract; ii) the retainage by County of all services performed by Proposer and iii) the recovery by County of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract.

#### **5.15 Pending and Recent Litigation**

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

#### **5.16 Proposer's Certification**

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the State of South Dakota and is licensed to conduct business in the State of South Dakota;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. A condition that the proposal submitted was independently arrived at, without collusion; and,
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the County reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

#### **5.17 Offer Held Firm**

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 days, the County will send a written request to all proposers deemed susceptible for award asking proposers to hold their price firm for a longer specified period of time.

#### **5.18 Amendment/Withdrawal of Proposals**

Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the County. After the deadline, proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The County may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the County may retain the proposer's bid bond or other bid type of bid security, if one was required.

### **5.19 Alternate Proposals**

Proposers may submit alternate proposals for evaluation.

### **5.20 Subcontractors**

Subcontractors may be used to perform work under this contract. If the proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the County's request:

1. Complete name of the subcontractor
2. Complete address of the subcontractor
3. Type of work the subcontractor will be performing
4. Percentage of work the subcontractor will be providing
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of South Dakota business license
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the County for all services contracted by the proposer under this RFP

The proposer's failure to provide this information, within the time set, may cause the County to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the County's Project Manager or contract administrator designated by the County.

### **5.21 Clarification of Proposals**

In order to determine if a proposal is reasonably susceptible for award, communications by the Point of Contact identified in Table 02 or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

### **5.22 Rights to Submitted Material**

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, shall become the property of the County, and will not be returned. The County will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the County is subject to making records available for disclosure.

### **5.23 Contract Negotiation**

After final evaluation, the County may negotiate with the offerors of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. If any proposer fails to negotiate in good faith, the County may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, the County anticipates conducting negotiations remotely through electronic communications and teleconferences, beginning on a date and time to be determined.

If contract negotiations are held in person, they will be held at Minnehaha County offices, and the offeror will be responsible for all costs including its travel and per diem expenses.

#### **5.24 Failure to Negotiate**

If the selected proposer:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,
4. If the proposer and the County, after a good-faith effort, cannot come to terms; then

The County may terminate negotiations with the proposer initially selected and commence negotiations with the next highest-ranked proposer. At any point in the negotiation process, the County may, at its sole discretion, terminate negotiations with any or all proposers.

#### **5.25 Hold Harmless**

The Proposer shall hold and save the County and its officers, agents, servants/employees harmless from liability of any patented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the County.

#### **5.26 Statutory Information**

Any consulting agreement resulting from this RFP shall be construed in accordance with the laws of the State of South Dakota. Any litigation between the parties arising out of, or in connection with the contract shall be initiated in the court system of the State of South Dakota.

All project participants, consultants, engineers and vendors must comply with all applicable federal, state and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitting proposals are revocable if contrary to law.

#### **5.27 Non-Discrimination Clause**

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **5.28 ADA**

The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the County from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.

#### **5.29 Laws**

The Contractor will comply with all applicable local, state, and Federal laws, ordinances and regulations in the performance of the Agreement. The Contract will comply with and be governed by all laws of the State of South Dakota. Any violation shall constitute a material breach of the executed Agreement.

### **5.30 Non-Collusion Statement**

Proposers shall complete and sign the non-collusion statement and include it with their proposal.

### **5.31 Standards of Conduct**

Minnehaha County conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County.

### **5.32 Force Majeure**

Neither Party shall be in default by reason of any failure in performance of the contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

### **5.33 Policy Compliance**

The Proposer shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the County's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on County property at all times while performing duties pursuant to this Agreement. The Proposer agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the County.

### **5.34 Public Information**

It shall be understood that all Proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and Proposal or referencing information submitted in response to this RFP shall become the property of the County, and will not be returned. The County will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the County is subject to making records available for disclosure pursuant to applicable public record disclosure laws, and Proposers, including the Proposer ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to the County. In the event any Proposer designates materials within its RFP response confidential and/or proprietary and therefore not subject to release pursuant to public record disclosure laws, and if the County, its employees, and/or its officials are then named in or subjected to legal action based on its refusal to disclose such materials designated confidential and/or proprietary by the Proposer, Proposer agrees to indemnify, hold harmless, and defend the County in any such action brought against it regarding the County's refusal to release such Proposer-designated materials pursuant to a public records request.

## Forms

*See MS Word document “Minnehaha County RFP - Forms.docx”*

**Attachment A – Vendor Reference Form**

**Attachment E – Ownership of Deliverables Form**

**Attachment F – Receipts of Addenda Form**

**Attachment G – Statement of Non-Collusion Form**

**Attachment H – Responsibility of Data Conversion Activities**

## Worksheets

See MS Excel spreadsheet “*Minnehaha County RFP - Requirements Worksheet.xlsx*” and “*Minnehaha County RFP – Cost and Resource Hours Worksheets.xlsx*”

**Attachment B – Functional and Technical Requirements/Capabilities**

**Attachment C – Cost Worksheets**

**Attachment D – Resource Hours Worksheets**