

**INFORMATION TECHNOLOGY**

400 West Fourth Street  
Davenport, Iowa 52801-1104

Ph: (563) 328-4100 Fax: (563) 326-8669  
www.scottcountyiowa.com



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October 13, 2015

To: Dee F. Bruemmer, County Administrator  
From: Matt Hirst, Information Technology Director  
Subject: Enterprise Content Management Project Update

A team comprised of representatives from Scott County Offices and Departments are working on an Enterprise Content Management (ECM) project.

The ECM project has the potential to positively impact many County business processes by providing improved capabilities for content management including public access to appropriate documents.

Project time lines are as follows:

- October 5<sup>th</sup> – RFP issued for ECM application as well as conversion and implementation services
- October 14<sup>th</sup> – Vendor prebid conference
- October 16<sup>th</sup> – Answers to vendor questions due from County
- November 3<sup>rd</sup> – Vendor proposals due
- November 17<sup>th</sup> – Vendor short list due
- December 8<sup>th</sup>, 9<sup>th</sup>, and 10<sup>th</sup> – Vendor demonstrations
- December 20<sup>th</sup> – Recommendation to BoS
- December 23<sup>rd</sup> – County issues notice of intent to award
- January 4<sup>th</sup> – Contract negotiations begin

The Board's interest and involvement in the ECM project is paramount to our success. Board attendance at vendor demonstrations is welcomed and encouraged.



## **Scott County, Iowa**



### **Request for Proposal: Enterprise Content Management System and Implementation Services**

RFP #: 19177

Project #: IT-2015-10-02

Issue Date: October 2, 2015

**Due Date and Time: October 26, 2015 2:00 PM Central Time**

#### **Receipt Location:**

Scott County, Iowa  
Attn: Purchasing Office  
600 West Fourth Street  
Davenport, Iowa 52801-1003

WARNING: Prospective proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. A prospective proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.



**Request for Proposal:  
Enterprise Content Management System**

October 2, 2015  
Table of Contents

Section	Page
<b>1.0 Introduction.....</b>	<b>2</b>
1.1 No Obligation.....	2
1.2 Proposer’s Agent.....	2
1.3 County Procurement Office Mailing Address .....	3
1.4 Questions and Inquiries .....	3
1.5 RFP Schedule of Events .....	3
1.6 Pre-Bid Conference.....	4
1.7 Amendments and Addenda to the RFP .....	4
1.8 Incurred Expenses .....	4
1.9 Notice Provided .....	4
<b>2.0 Background Information .....</b>	<b>5</b>
2.1 Purpose of the RFP.....	5
2.2 Project Objectives .....	5
2.3 Current Environment .....	5
2.4 Functional Areas .....	6
<b>3.0 Scope of Work.....</b>	<b>8</b>
3.1 Gap-Fit Analysis.....	8
3.2 Implementation Project Plan .....	8
3.3 Implementation Methodology .....	9
3.4 Requirements Traceability Matrix.....	10
3.5 Project Team Organizational Structure.....	10
3.6 Vendor Team Roles and Responsibilities.....	10
3.7 County Team Roles and Responsibilities .....	11
3.8 Communication Plan .....	11
3.9 Project Change Management Plan .....	11
3.10 Software Customization Plan .....	11
3.11 System Interface Plan .....	12
3.12 Data Conversion Plan .....	12
3.13 Implementation Testing Plan.....	13
3.14 Quality Assurance Plan.....	13
3.15 Pre- and Post-implementation Support Plan.....	13
3.16 Training Plan .....	13
3.17 Deliverables Dictionary .....	14
3.18 System Documentation .....	14
3.19 Decision Matrix.....	14
3.20 Third-Party Products .....	14
<b>4.0 General Contract Information .....</b>	<b>16</b>
4.1 Contract Type.....	16
4.2 Contract Review .....	16
4.3 Contract Price Changes .....	16
4.4 Contract Approval .....	16
4.5 Contract Dispute .....	16
4.6 Additional Terms and Conditions .....	17
4.7 Payment and Retainages.....	17
4.8 Taxes and Taxpayer Information .....	19
4.9 Federal Requirements.....	19
4.10 Source Code .....	19



4.11 Insurance Requirements ..... 19

**5.0 Evaluation Criteria and Procedure.....21**

5.1 Evaluation Criteria ..... 21

5.2 Evaluation Procedure ..... 21

**6.0 Proposal Response Format .....23**

6.1 General Instructions ..... 23

6.2 Technical Proposal..... 23

6.3 Cost Proposal ..... 27

**7.0 Standard Proposal Information.....28**

7.1 Authorized Signature ..... 28

7.2 Preparation Costs ..... 28

7.3 Conflict of Interest ..... 28

7.4 Pending Litigation..... 28

7.5 Offeror’s Certification ..... 28

7.6 Offer Held Firm ..... 28

7.7 Amendments/Withdrawal of Proposals ..... 29

7.8 Alternate Proposals ..... 29

7.9 Subcontractors ..... 29

7.10 Joint-Ventures ..... 29

7.11 Evaluation of Proposals ..... 29

7.12 Right of Rejection ..... 30

7.13 Clarification of Offers ..... 30

7.14 Contract Negotiation ..... 30

7.15 Failure to Negotiate ..... 31

7.16 Notice of Intent to Award..... 31

**Attachment A: Functional and Technical Requirements Worksheets**

**Attachment B: Cost Worksheet**

**Attachment C: Resource Hours Worksheet**

**Attachment D: Record Inventory**



## ADVERTISEMENT

### **Request for Enterprise Content Management System and Implementation Services**

Scott County, Iowa seeks proposals from qualified vendors for an Enterprise Content Management (ECM) system as well as providing implementation services. The scope of this request will include, but is not limited to: an implementation project plan, implementation methodology, communication plan, project change management plan, software customization plan, system interface plan, data conversion plan, implementation testing plan, quality assurance plan, pre- and post-implementation support plan, and a training plan. The offeror shall also provide project management resources leading to the successful implementation of the system.

Criteria for selection will be based on price, experience, level of fit of the proposed system based on the County's functional and technical requirements, and implementation approach. The selection process will be conducted in accordance with the Request for Proposal and will be led by in-house project and evaluation teams in addition to a hired consultant. Product demonstrations and vendor reference checks will also be used to select a vendor.

Interested parties may obtain an information package by visiting the County website [www.scottcountyiowa.com/purchasing](http://www.scottcountyiowa.com/purchasing) or by contacting Barb Schloemer at [purchasing@scottcountyiowa.com](mailto:purchasing@scottcountyiowa.com). Further information or questions can be addressed to Stephanie Macuga at [Stephanie.Macuga@scottcountyiowa.com](mailto:Stephanie.Macuga@scottcountyiowa.com).

## 1.0 Introduction

This Request for Proposal (RFP) is intended to solicit proposals from proposers capable of satisfying Scott County's needs for an Enterprise Content Management (ECM) 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.

The government of Scott County has approximately 500 full-time and 250 part-time employees, 500 of which will be users of the ECM system. These employees serve a population of approximately 165,000 with a total budget for 2015 of \$80 million.

### 1.1 No Obligation

This inquiry implies no obligation on the part of Scott County.

### 1.2 Proposer's Agent

Responding proposals must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary or other corporate officer(s). To be signed by any other official, a Power of Attorney must be attached to the bid.

A Transmittal Letter must accompany each proposal. The Transmittal Letter should provide the proposer's primary contact information, including the following:

1. Name of 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 must be on the proposer’s letterhead and be signed by a person or persons authorized to make obligations committing the proposer(s) to the proposal.

A signature on the signature page of the bid form hereby provides Scott 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 bid in response to this solicitation, a bidder 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 bid.

### 1.3 County Procurement Office Mailing Address

Proposals shall be addressed to:

Scott County, Iowa  
Attn: Purchasing Office  
600 West Fourth Street  
Davenport, Iowa 52801-1187

### 1.4 Questions and Inquiries

The designated County Point of Contact shall be the sole point of contact for the purposes of this procurement. All questions should be directed to Stephanie Macuga using the following contact information:

<b>Point of Contact</b>
<b>Stephanie Macuga</b> <a href="mailto:Stephanie.Macuga@ScottCountyIowa.com">Stephanie.Macuga@ScottCountyIowa.com</a> 563-328-4150

**Table 01: Point of Contact**

### 1.5 RFP Schedule of Events

The following schedule of events represents the County’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule is delayed, such as the deadline for receipt of proposals, the rest of the schedule will be shifted by at least the same number of days.

<b>RFP Schedule of Events</b>	
RFP Issued	October 2, 2015
Vendor Pre-Bid Conference	October 14, 2015 10:00 AM CST
Questions from Proposers Due	October 16, 2015 2:00 PM CST
Proposals Due	October 26, 2015 2:00 PM CST
County Issues Vendor Short List	November 17, 2015



RFP Schedule of Events	
Vendor Demonstrations	December 8, 9, and 10, 2015
County issues Notice of Intent to Award	January 4, 2016
Begin Contract Negotiations	January 4, 2016

**Table 02: RFP Schedule of Events**

Vendors are encouraged to reserve the week listed above for demonstrations. The County intends to adhere to the timeline described above. Demonstrations will likely be one day for each short listed vendor and consist of a main demonstration room and a staffed demonstration lab, so vendors should plan resources accordingly. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed above, it will do so by issuing an addendum to this RFP.

### **1.6 Pre-Bid Conference**

A Pre-Bid Teleconference will be held on Wednesday, October 14, 2015, at 10:00 AM CST. Vendors who wish to attend the Pre-Bid Conference must notify the County Point of Contact in advance, by Tuesday, October 13, 2015 at 4:00 PM CST. At that time, the County Point of Contact will provide teleconference information. Notice may be given to the County Point of Contact at the contact information provided in Section 1.4

### **1.7 Amendments and Addenda to the RFP**

If the County finds it necessary to revise any part of this RFP, an amendment or addendum will be provided to all proposers known to have received the RFP. Amendments and addenda will also be posted on the County’s website in the Request for Proposals section ([www.scottcountyiowa.com/purchasing](http://www.scottcountyiowa.com/purchasing)).

Acknowledgement of the receipts of all amendments, addenda, and changes, if issued, shall be returned to the Procurement Office, in writing, with the proposal. Failure to return a signed amendment or addendum will result in the proposer’s proposal being deemed non-responsive.

### **1.8 Incurred Expenses**

Neither Scott County nor any of its offices or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal.

### **1.9 Notice Provided**

The Request for Proposal and any amendments or addenda to the RFP will be posted on the County’s website in the Request for Proposals section ([www.scottcountyiowa.com/purchasing](http://www.scottcountyiowa.com/purchasing)).

## 2.0 Background Information

### 2.1 Purpose of the RFP

This Request for Proposal is issued by Scott County to solicit proposals from qualified vendors for an Enterprise Content Management (ECM) system. It is the intent of the County to enter into an agreement with a vendor who can provide the complete range of requirements described in Section 3.0 (Scope of Work). Specifically, the County seeks a system(s) that can provide the following modules:

No.	Functional Area
1	Capture and Indexing
2	Search and Retrieval
3	Document and Records Management

**Table 03: Functional Areas**

The County is seeking responses from vendors who can demonstrate they possess the organizational, functional, and technical capabilities to perform the services, and meet or exceed the requirements and service levels specified herein. The County and the vendor will negotiate a final contract incorporating appropriate portions of the proposer's response to the RFP. Information concerning the County's objectives, current environment, project scope, timeline, requirements, and evaluation criteria are disclosed in the sections that follow. It is the County's goal that with the future ECM system the County will be able to achieve the objectives described in Section 2.2 (Project Objectives).

### 2.2 Project Objectives

The vision for a future systems environment is based upon addressing the challenges identified below.

No.	Challenge
1	Reliance on manual and paper-based processes.
2	Lack of document life cycle management within current systems.
3	Inconsistent and disparate storage of electronic content.
4	Limited web-based services and functionality.
5	Current enterprise document archive application is end of life.

**Table 04: Challenges in the Current Environment**

### 2.3 Current Environment

Through the procurement of a new ECM system, the County seeks to attain the objectives described in Section 2.2 (Project Objectives). This section describes the systems in use in the County and identifies some of the primary challenges in the current systems environment.

## Systems in Use in the County

Scott County is using a mix of enterprise-wide and department specific commercial applications as well as several that have been custom developed or modified in-house. The County has included a list of desired interfaces within Attachment A. Software vendor, version, and database information can be found within this list.

### Standard Technical Specifications

It is anticipated that there could be up to 150 concurrent users of a future system. The following tables contain the standard technical specifications the County employs for basic and high end workstation configurations.

<b>Workstation Specifications</b>		
<b>Item</b>	<b>Low-End</b>	<b>High-End</b>
Operating System	Windows 7/8.1	Windows 7/8.1
Processor	Intel Celeron	Core i5
Memory	2GB	8GB
Disk Capacity	32GB	1TB
Video Adaptor	Intel Onboard	AMD Firepro 4 Head
Monitor	19" LCD	23" LCD Touch
CD-ROM	None	DVD RW
<b>Desktop Applications</b>		
<b>Category</b>	<b>Product</b>	<b>Version</b>
Word Processing	Microsoft Word	2007 and Up
Spreadsheet	Microsoft Excel	2007 and Up
Database	Microsoft Access	2007 and Up
Presentation	Microsoft Power Point	2007 and Up
Web Browser	Microsoft Internet Explorer	9.0 and Up
E-Mail	Microsoft Outlook	2007 and Up
Anti-Virus	Sophos	10.3
Electronic Document Distribution	File Sharing / TBD	N/A
Statistics/Reporting	N/A	N/A

**Table 06: Workstation Technical Specifications**

## 2.4 Functional Areas

The functional areas included in the scope of the desired ECM system are contained in the following table. Attachment A, the List of Functional and Technical Requirements, contains the detailed functionality the County requires within each area in a future system.

No.	Area
1	Capture and Indexing
2	Search and Retrieval
3	Document and Records Management

**Table 07: Functional Areas**

## 3.0 Scope of Work

In order to assist the County in minimizing the risks associated with implementing an enterprise-wide system, the County requires key deliverables be developed and maintained as well as certain milestones met by the selected system vendor. In addition to minimizing risks, the deliverables and milestones described below will assist the County and the selected vendor in managing the project to achieve project objectives. It is expected that the selected vendor will lead the efforts in each of the implementation activities described below unless otherwise stated. Further details on what shall be provided as part of the Vendor's proposed implementation plan are included in the following sections.

Proposers shall provide project management resources leading to the successful implementation of the system. This project manager will work with the County's Project Manager. Costs for the project manager should be stated in the pricing section of this RFP. As part of any significant engagement, the County expects a project management approach that is based on the Project Management Institute's Project Management Body of Knowledge (PMBOK). Preference will be given to vendors that propose project leads and team members that are certified Project Management Professionals (PMPs) by the Project Management Institute (PMI). The County expects the proposer to adhere to these standards as part of the project.

### 3.1 Gap-Fit Analysis

As part of the pre-implementation tasks, the vendor will analyze the Functional and Technical Requirements (included in Attachment A) and provide a detailed presentation to the County demonstrating how it intends to address each requirement. This Gap-Fit Analysis will identify areas where the County may be required to change existing business processes or potentially customize the ECM system to accommodate unique process requirements. In the event the vendor proposes a software modification to meet a requirement, the vendor will provide the County with a detailed specification and cost of the proposed change.

To conduct the gap-fit analysis, the County expects that the vendor will review all business and technical requirements with County staff in a series of onsite meetings. The vendor will review and confirm all requirements; and update the requirements list with any necessary changes to ensure the vendor and County have a common understanding of all business and technical requirements. The Gap-Fit Analysis will be a critical point in the County-vendor relationship in that the County intends for this exercise to provide the opportunity for both parties to gain consensus on expectations and challenges involved in the system implementation. The County should come away from this analysis with a clear understanding and agreement of how the vendor intends to address its specific system needs and determine if any additional resources are needed.

### 3.2 Implementation Project Plan

The vendor must provide the County with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

1. **Project Background:** This section should include a description of the project background.
2. **Project Objectives:** This section should include overall project objectives.

3. **Project Deliverables and Milestones:** This section 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.
4. **Project Schedule (MS Project):** This section of the Project Plan should identify the dates associated with deliverables and milestones described in Section 3 of the Project Plan. In addition, the Project Plan should reflect project predecessors, successors, and dependencies. The County requires the use of Microsoft Project to develop the project schedule and Gantt chart.
5. **Project Management Processes:**
  - a. **Resource Management:** This section of the Project Plan should describe County resources, proposer resources, and the overall project team structure and should include an organizational chart. Each role identified for the vendor and any subcontractors and the County should also include a description of the responsibilities related to the identified project role as well as the communication process for each party.
  - b. **Scope Management:** This section of the Project Plan should describe the approach the proposer 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 ECM system "as is" and as such any changes must be reviewed and approved by the County's Executive Project Team.
  - c. **Schedule Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage the project schedule and the process used to submit request changes to the schedule. The proposer must ensure that the project schedule is kept current and report any missed milestones to the County.
  - d. **Risk Management:** This section of the Project Plan should describe the approach the proposer will use to document existing project risks, report them to the team, and provide recommendations for mitigating the risk.
  - e. **Quality Management:** This section of the Project Plan should describe the approach the proposer will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the County.
6. **Bi-Weekly Status Reports:** This section of the Project Plan should describe the approach the vendor will use to provide bi-weekly status reports throughout the course of the project. This section should describe the layout of the bi-weekly status report and the expected delivery mechanism that will be used to provide the report to the County and review it on a bi-weekly basis with the County's project manager and appropriate project staff.

### 3.3 Implementation Methodology

**As part of the RFP response**, the vendor must provide a description of its proposed implementation methodology. The County will also require the selected vendor to provide an itemized list of information required for implementation at the beginning of this project. This list shall be delivered to

the County and updated in a manner that will allow the County a reasonable amount of time to meet the vendor's requests for items such as workspace, network access and internet connectivity.

### 3.4 Requirements Traceability Matrix

The vendor must maintain a Requirements Traceability Matrix (RTM) to track and report to the County which Functional and Technical Requirements have been satisfied during each phase of the project. The RTM is created by associating requirements with the work products that satisfy them. It is the County's intention that the vendor will maintain the RTM along with collaborative input from the County. As part of the "go-live" acceptance process for each phase, the County and vendor shall agree that each requirement in the RTM for that phase has been satisfied. Attachment A includes a list of the Functional and Technical Requirements requested by the County.

### 3.5 Project Team Organizational Structure

**As part of the RFP response**, the proposer must specify all personnel required for each of the implementation stages, depicted in a Project Team Structure Diagram. The diagram should include (at a minimum) the following Key Personnel: Engagement Manager, Project Manager, Implementation functional area leads, and technical staff. Resumes are required for the Key Personnel project team members (and all additionally proposed offeror project team members). Any change of a Key Personnel after contract approval must be reviewed and approved, in writing, by the County.

### 3.6 Vendor Team Roles and Responsibilities

**As part of the RFP response**, the proposer shall provide a detailed explanation of the roles and responsibilities the proposer anticipates supporting and that will address the County's requirements in this RFP. The proposer shall clearly indicate which proposer staff member (either by name or position or team) will be responsible for the overall project and for each key role/responsibility within the project implementation plan. It is the County's expectation that the proposer will provide project management services related to the vendors implementation approach. This will include but not be limited to: the development and maintenance of the deliverables in this Section 3.0; training, data conversion and testing services; and serving as a single point of contact for the County's project manager. Proposers should keep this approach in mind as they develop their cost and project approach. It is also expected that the proposer will have past experience implementing large-scale projects and have worked within a County-government environment.

The proposer shall identify the total number of hours that members of their team will be involved in each phase of the project. The proposer should provide this information using the Vendor Project Team table of Attachment C, Staffing Requirements Worksheet. The worksheet is structured such that the Offer will provide hourly estimates by functional area for five phases of the project:

1. Requirements and Design;
2. Data Conversion
3. Configuration and Setup;
4. Implementation;
5. Testing; and,
6. Training.

### 3.7 County Team Roles and Responsibilities

**As part of the RFP response**, the proposer shall provide an anticipated representation of the resource requirements that will be expected of the County during this project. The County will provide the proposer with workspace, VPN access and trouble-shooting services for the existing network. As part of this response, the proposer should complete the County Project Team table of Attachment C, Staffing Requirements Worksheet. This worksheet is structured such that the proposer will provide hourly estimates by functional area for six phases of the project:

1. Requirements and Design;
2. Data conversion;
3. Configuration and Setup;
4. Implementation;
5. Testing; and,
6. Training.

### 3.8 Communication Plan

A project of this size and complexity represents a tremendous investment and risk for any organization. Thus, the County anticipates the need to be able to provide frequent and regular progress updates and status reports to various County leaders, staff, and stakeholder groups.

The selected vendor must 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. This will become a part of the Implementation Plan.

Additionally, the County expects that the 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, budget, or effectiveness of the ECM system.

### 3.9 Project Change Management Plan

As stated in the project objectives above, the County wishes to maximize its use of the new ECM system capabilities and anticipates that this goal will require it to undertake business process changes that may or may not have a significant impact on County operations and personnel.

As part of this Project Plan, the vendor must provide a detailed Change Management Plan. This plan should include a list of the business processes that the vendor recommends changing and a detailed description and flow-chart of the recommended new processes, the anticipated benefits to the County of these changes, and how the vendor proposes to manage this change process. Workflow diagrams will be provided to the selected vendor.

### 3.10 Software Customization Plan



While it is the County's intent to utilize the vendor system's existing capabilities and embedded best-practice business processes, it recognizes that it will have some critical work-processes that require some amount of software customization. As part of this project plan and based on the results of the Gap-Fit Analysis, the vendor will 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.

### 3.11 System Interface Plan

**As part of the RFP response,** proposers must include a description of the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment A, Functional and Technical Requirements. During the implementation phase, vendors will conduct the work necessary to gain an understanding of the existing environment and the complete list of interfaces that will need to be developed. Attachment A is a list of the known existing applications that should be part of the strategy described in the RFP response.

The County maintains numerous business-specific applications that were developed in-house. These applications were created using Visual Studio and are supported by a SQL 2008 backend. It is the County's desire that the vendor does not develop interfaces to these applications, but rather provides the County with the APIs to develop and manage the interfaces internally.

### 3.12 Data Conversion Plan

**As part of the RFP response,** the proposer must describe how all 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's current document management system is Canon imageWARE (database version 4.0.5) software which currently contains in excess of twenty (20) record sets across multiple departments and a proprietary SQL database storing nearly 1 terabyte (TB) of single or multi-level indexed images in TIFF, single and multi-page PDF, and proprietary formatted.

The County would like to understand how the proposer will approach developing the data conversion plan, and what processes will be undertaken by the proposer'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 (County or proposer) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The proposer 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 proposer shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s).

A County Records Inventory (Attachment D) has been included for vendor reference. This Attachment contains a listing of record sets that may be converted or migrated into a future ECM system. This is a summary document and is provided only for vendor proposal planning. It is expected that the selected vendor will use this as a starting point to review with the County during early phases of system implementation. Because this is a summary document provided for general planning purposes only, additional detail around particular record sets will not be provided as part of the RFP process. The County Plans to complete scanning efforts internally and will only look for vendor assistance in converting content already in electronic format.

### **3.13 Implementation Testing Plan**

The selected vendor shall provide a testing plan that describes all phases of testing, unit, system, interface, integration, and user acceptance testing. It is the County's expectation that the testing plan govern all phases of the project and that the vendor will also provide assistance during each testing phase involving County users.

### **3.14 Quality Assurance Plan**

The selected vendor shall develop a Quality Assurance Plan that describes how the desired levels of quality will be achieved through implementation. The Plan should identify resources from both the vendor and the County who will be involved in the processes of quality planning, quality assurance and quality control. The County expects that vendors have an existing Quality Assurance Plan that it employs as part of its standard implementation.

### **3.15 Pre- and Post-implementation Support Plan**

The selected vendor must provide a Pre- and Post-implementation Plan that describes the approach to software support during the implementation and after go-live. 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.

### **3.16 Training Plan**

It is the County's intention that the selected vendor will coordinate the training of County personnel in the use of their application and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables.

The selected vendor must provide a detailed plan for training. This Training Plan must include the information described below.

1. The role and responsibility of the software and/or implementation vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end-users).
2. The role and responsibility of the County staff in the design and implementation of the training plan.
3. 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.
4. Proposed training schedule for County personnel of various user and interaction levels.
5. 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.

6. 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.
7. 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.

### 3.17 Deliverables Dictionary

Given the size of this project, the County requests that the vendor develop a "Deliverables Dictionary" as part of its project plan. The County anticipates the Deliverables Dictionary will be a listing of key project deliverables that includes a brief explanation of the deliverable, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the proposer's project plan. The Deliverables Dictionary, at a minimum, should include the items described in Section 3.0 (Statement of Work). The Deliverables Dictionary **must be included as part of the RFP response.**

### 3.18 System Documentation

The proposer must provide an overview of the user and technical documentation provided with the software applications (by application proposed). The County requires documentation that describes the features and functions of the proposed application software, but additionally that can be tailored to the specific and unique needs of the County. The documentation must 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. This documentation shall be provided in written hard-copy and web-based form for each application module, with a minimum of one (1) hard-copy of each documentation type for each application module being provided with the application software.

The proposer will be responsible for providing County-specific documentation that describes how processes are run related to County tasks. Documentation, including training manuals and agendas, will be provided by the proposer before each training session with County staff.

### 3.19 Decision Matrix

The County will work collaboratively to develop a Decision Matrix for the life of the ECM implementation project. There will be instances during the project where key decisions will need to be made. The decisions will be made based on information provided by both the proposer and the County. The decisions could potentially impact future phases of the project and it will be important for the County and proposer to track the facts that influenced key decisions.

### 3.20 Third-Party Products

The proposer shall explicitly state the name of any third-party products that are part of the proposed solution to the County. For each third-party product there should be a statement about whether the proposed contract will encompass the third-party product and/or whether the County will have to contract on its own for the product.

A proposal must describe any products, features, or other value added components recommended for use with the proposed system that have not been specifically requested in this RFP. The proposer



should also provide proof that it has access to the third-party software source code (owned or in escrow) and that the proposer has the ability to provide long-term support for the third-party software components of its system. Consideration of these product features or other value-added components will be given where they may be of value to the County.

Proposers must include all cost of any third-party products, including the software license cost, maintenance, implementation, training cost, and any other related costs, including third-party software in the total cost of this proposal. Proposers must also include how many times they have integrated with the respective third-party products.

## 4.0 General Contract Information

### 4.1 Contract Type

This contract is a fixed price contract. The initial contract price will be based upon prices submitted by the selected vendor, subject to contract negotiations with the County and shall be firm for the total number of years of the contract. Price adjustments will be negotiated at the request of either party in the extension periods or through adjustment clause. The County must be notified in a timely manner of all price increases.

### 4.2 Contract Review

The vendor will meet with the Contract Administrator not less than once per quarter to conduct a contract and performance review of the vendor. These meetings will be either in person in Davenport, Iowa, or via teleconference or web-conference with not less than two in-person meetings per year. This contract and performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies. If necessary, appropriate adjustments to the pricing may be negotiated for the new quarter if agreed upon by both parties.

### 4.3 Contract Price 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) continue with the contract 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 and 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.

When the County rejects a request for price increase, the vendor will be notified and the contract will continue without change.

### 4.4 Contract Approval

This RFP does not, by itself, obligate the County. The County's obligation will commence following the Board of Supervisors' approval. 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.

### 4.5 Contract Dispute

In the event of contract dispute, proceedings will be held in the State of Iowa. Mitigation will be a mandatory first step in the event of a dispute, prior to any legal action.

## 4.6 Additional Terms and Conditions

All or part of this RFP and the successful proposal may be incorporated into the contract.

The County reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of this RFP and will not affect the proposal evaluations.

Proposals, including supplemental terms and conditions, will be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the County's rights under any contract resulting from the RFP, will be considered null and void. The County is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

1. If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and,
2. If the County's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## 4.7 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.

### 4.7.1. Software License Costs

Software license costs include all costs related to licensing the software application and include third-party software license fees where applicable. In presented 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 (names 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. In addition, the County expects software maintenance costs will not increase in the first five years upon live operation with the final duration to be determined during contract negotiations with the preferred vendor.

The County will provide payments associated with software license fees on a milestone basis. Each milestone will have an associated test in order to gain sign-off of approval for payment. The County expects a minimum of the five project milestones associated with payments, as identified in the following table.

No.	Project Milestones (for each phase of the implementation)
1	Project Kick-Off and Project Plan Approval
2	Initial System Implementation
3	System Configuration Complete
4	Approval of Go-Live
5	Acceptance of System

**Table 08: Full Project Costs Payment Milestones**

The County expects to determine the associate payment amounts as a percentage of total software license costs during contract negotiations with the preferred vendor.

**4.7.2. Implementation Service Costs**

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 implementation service costs on a monthly basis as incurred on the project to include all costs except for the retained amount. The retained (“hold-back”) amount will be held until successful completion of the associated project phase. The retained amount will be paid to the vendor upon County acceptance of the system (see above for associated test criteria) and sign-off at phase completion. The County will determine the retained amount during contract negotiations with the preferred vendor.

Costs for the offeror’s proposed solution should be submitted on the Cost worksheet (Attachment B). 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 offeror 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 offeror 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 proposers fixed price cost. The County will not make a separate payment for reimbursable expenses. Per Force Majeure, County shall not be liable for additional travel costs incurred due for any reason outside the County’s control.





**4.7.3. Annual Maintenance Costs**

Annual maintenance costs include the annual maintenance and support fees for the application environment. 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 desires software maintenance costs will not increase in the first ten years upon live operation, to be determined during contract negotiations with the preferred vendor.

**4.8 Taxes and Taxpayer Information**

The vendor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The County is not responsible and will not pay local, state, or federal taxes. The County sales tax exemption number is 42-6004465, and certificates will be furnished upon request by the purchasing agency.

**4.9 Federal Requirements**

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

**4.10 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 at no additional cost to the County). 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.

**4.11 Insurance Requirements**

The successful offeror shall have in force during the period of the contract, insurance as listed below:

1. Bodily Injury and Property Damage Insurance: The CONTRACTOR shall take out and maintain during the life of this contract, bodily injury and property damage liability insurance under a comprehensive general form and automobile injury and property damage insurance under a comprehensive general form.

The required limits of this insurance shall not be less than:

General Liability:

Personal Injury -	each person	\$1,000,000
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Personal Injury -	each occurrence	\$1,000,000
Personal Injury -	Aggregate	\$1,000,000
Personal Damage -	each occurrence including Broadform Liability Extension	\$1,000,000

Automobile Liability - Owner, Non-Owned and Hired Vehicles:

Personal Injury -	each person	\$1,000,000
Personal Injury -	each occurrence	\$1,000,000
Personal Damage -	each occurrence	\$1,000,000

The above insurance shall cover the contractor's employees, the public and SECC, its boards, commissions, agencies, officers, employees and representatives must be named as additional insured so stated on the certificate of insurance.

2. Certificates of Insurance: The CONTRACTOR shall deliver to Attn: [INSERT CONTACT] 600 West 4<sup>th</sup> St., Davenport, IA, 52801 certificates of insurance covering all above insurance in duplicate. Such certificates shall provide ten days prior notice by registered mail of any material change in, or cancellation of this insurance. Contractor shall maintain this coverage on a standard CGL form for the benefit of Owner and the general public throughout the term of this agreement, and if a carrier or policy is changed, CONTRACTOR shall provide Owner with a replacement Certificate of Insurance.
3. Contractual liability Insurance: The CONTRACTOR shall take out and maintain during the life of this contract, liability insurance.
4. Products and Completed Operations Liability Insurance: The CONTRACTOR shall also take out Products and Completed Operations Liability Insurance of limits not less than any of the above limits specified in these qualifications.
5. Workmen's Compensation and Employer's Liability:
  - a. The CONTRACTOR shall maintain during the life of this contract, the statutory workmen's compensation and employer's liability insurance for all his employees to be engaged in the maintenance work under the contract.
  - b. The amount of Employer's Liability Insurance shall not be less than One Million (\$1,000,000) dollars.

## 5.0 Evaluation Criteria and Procedure

### 5.1 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 selection committee shall be based on the evaluations using the criteria.

Criteria	Description	Maximum Score
Functional & Technical	This criterion considers both the qualifications of the offeror's personnel whom offeror proposes to assign to provide the services solicited by this RFP and the products that the offeror proposes to use in performing the services solicited by this RFP. In evaluating the offeror's products, the County will consider the business benefits and the business process improvements as a result of implementing the offeror's products. Demonstration evaluations will become a portion of the overall technical score.	40 points
Approach	This criterion considers the offeror's understanding of the scope of work and the quality and clarity of the contractor's written methodology and description of the proposed approach to accomplish the work.	20 points
Experience	This criterion considers: (1) the offeror's past performance on any County contracts, (2) the results of reference checks, and (3) the offeror's experience in providing the services solicited by this RFP as set forth in the offeror's response.	20 points
Cost	This criterion considers the price of the services solicited by this RFP. Offerors will be evaluated on their pricing scheme as well as on their price in comparison to the other offerors.	20 points

**Table 09: Evaluation Criteria**

### 5.2 Evaluation Procedure

After the written technical proposals have been scored, the County shall determine all applicants that meet the minimum qualifications to perform the required services. The County, at its sole discretion, reserves the right to have system demonstrations from those proposers judged to be reasonably susceptible of being selected for award. Offerors will be given a minimum of seven calendar days following notification to prepare their demonstrations to be conducted at a designated County location. Time limitations and demonstration requirements will be provided with the notification.

Prior to the demonstration sessions and following the release of the demonstration schedule and script, invited vendors will have an opportunity participate in a meeting with County individuals to



review the format of the demonstrations and ask questions related to procedure. This meeting may be conducted via teleconference or at County offices.

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 as well as a demonstration "lab."

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 above. Additionally, the County hereby reserves the right to solicit best and final offers or revised pricing responses only from a short list of respondents receiving the highest evaluated scores.

## 6.0 Proposal Response Format

### 6.1 General Instructions

The following instructions must be followed when submitting proposals:

1. The deadline for submitting proposals is established in Section 1.0 and proposals are due no later than 2:00 PM Central Time on Monday, October 26, 2015.
2. Proposals should be submitted to the following addresses in the quantities and formats described in #4 and #5 below:

Scott County, Iowa  
Attn: Purchasing Office  
600 West Fourth Street  
Davenport, Iowa 52801-1003

3. The box used to send proposals should be clearly marked with the title of the RFP, "Enterprise Content Management System."
4. Five (5) hard-copies of the Technical Proposal and five (5) hard-copies of the Cost Proposal should be provided to the County. One hard-copy of the Technical and Cost Proposals sent to the County should be clearly marked as "Original," and the remaining copy should be clearly marked "Copy."
5. An electronic version of the Technical and Cost Proposals should be submitted to the County. Completed Attachments A, B and C must be submitted in MS Excel format. All documentation submitted electronically should be in native MS formats or in searchable PDF on a CD.
6. The Technical Proposal (contents described below) should be submitted in a three-ring binder with "tabs" used to differentiate each section.
7. The Cost Proposal (contents described below) should be submitted under separate cover.

The proposal submission must include all of the information set forth in this section. Following is a description of the contents for each proposal, and how each should be setup in order to comply with the RFP.

### 6.2 Technical Proposal

The Technical Proposal shall include the following sections:

**Transmittal Letter.** Responding proposals must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary or other corporate officer(s). To be signed by any other official, a Power of Attorney must be attached to the bid.

The Transmittal Letter should provide the proposer's primary contact information, including the following:

1. Name of 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 must be on the proposer's letterhead and be signed by a person or persons authorized to make obligations committing the proposer(s) to the proposal.

A signature on the signature page of the bid form hereby provides Scott 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 bid in response to this solicitation, a bidder 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 bid.

1. **Tab 1: Executive Summary.** This tab should provide a brief summary of the proposal's contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three pages.
2. **Tab 2: Project Approach and Solution.** This tab should describe in detail the offeror's proposal for providing the services as described in Section 3.0 (Scope of Work). The project approach section must include a detailed description of each deliverable identified in Section 3.0 (Scope of Work Section).

Additionally, offerors should provide a brief description of their capabilities for each functional area of the requirements (Section 2.5, Functional Areas) in narrative format. The purpose of this summary information is so that the County has a high-level understanding of the offeror's proposed solution. This narrative should be written for an audience of the end-user community. Marketing materials should not be submitted on the proposed modules.

Offerors should also describe, in detail, any assumptions they made during the preparation of their proposal response (technical or cost). These include any assumptions related to the current County technical environment, staffing, project management approach, and County resources available during implementation and support phases.

Offerors should also provide responses to the following questions:

1. Based on information provided in this RFP and experience in working with other counties, what is the offeror'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. How do you propose to keep the project on task?
4. Provide a clear description of project management responsibilities between the County and the Vendor.
5. What is the earliest you can begin implementation after contract signing?

In addition to the narrative above, vendors should respond to each requirement listed in each of the worksheets in Attachment A - Functional and Technical Requirements. Vendors should use the format provided in Attachment A. When submitting the proposal, vendors should provide the completed Microsoft Excel document in addition to the written response.

3. **Tab 3: Offeror History.** This tab should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 3.0 (Scope of Work) and the depth of resources to provide the services solicited by this RFP. Offerors should describe the size of their organization, years in business, office locations and any pending or previous litigations filed against the organization. Offerors are requested to address each of the following questions:
  1. How long has your company been offering ECM systems?
  2. How many local government clients do you currently have?
  3. How many public sector/municipal clients do you have?
  4. How many employees do you have?
  5. Where are all of your offices located?
  6. How many installations are current live with the version of the system being proposed?
  7. What is your largest installation (in terms of number of users)?
  8. What is your smallest installation (in terms of number of users)?
  9. What other products does your company offer?
  
4. **Tab 4: Offeror Product.** This tab should include relevant information of the vendor's ECM product being proposed in response to this RFP. Vendors are requested to address each of the following questions. Please do not include marketing materials that are not relevant to the questions below:
  1. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
  2. What is the name and current release number of the product being proposed?
  3. When will the next release be available?
  4. How long does the typical implementation of the product being proposed take for an organization of similar size to Scott County?
  5. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
  6. What other applications will the product being proposed integrate with or have integrated with in the past?
  7. What sets your firm's product being proposed apart from your firm's competitors?
  8. Can the product being proposed be deployed in a decentralized or centralized manner?
    - i. If decentralized, does the product being proposed offer capabilities to download to a central database?
    - ii. If centralized, does the product being proposed support "host down" processing?
  9. What options do you provide related to APIs and toolkits for the County to create and manage their own system interfaces?
  10. What efforts does your firm take to protect Personal Health Information and ensure HIPAA compliance?

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5. **Tab 5: Business Process Improvement.** This tab should include a summary statement on the types and areas of business process improvement that the County can expect as result of implementing the offeror's product. The statement should outline best practices offered and business benefits derived from the improved business processes.
  
  6. **Tab 6: Key Personnel and Organization.** This tab should include the resumes of the offeror's Key Personnel, and identify how they will be organized for the project. It should identify the specific employees assigned to provide the services solicited by this RFP as well as the ongoing support of the system following implementation. For each key person identified by the offeror, this tab should include the following information, provided in resume format:
    1. Name and title;
    2. Role on the project;
    3. Office location;
    4. Project responsibilities and roles;
    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; and,
    9. Additional relevant experience.
  
  7. **Tab 7: Project Roles and Responsibilities:** This tab should contain the completed Staffing Requirements Worksheets contained as Attachment C.
  
  8. **Tab 8: Project Schedule.** This tab should contain the offeror's planned proposed project schedule. The schedule should be a Gantt chart developed in Microsoft Project.
  
  9. **Tab 9: Data Conversion Plan.** This tab should contain the offeror's plan for data conversion to ensure the County's desired data is transferred to the new system. The plan should include estimated work levels as well as roles and responsibilities related to data conversion.
  
  10. **Tab 10: Quality Assurance Plan.** This tab should contain the offeror's standard approach to achieving quality assurance.
  
  11. **Tab 11: Deliverables Dictionary:** This tab should contain a listing of key project deliverables that includes a brief explanation of the deliverable, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the offeror's project plan. The Deliverables Dictionary, at a minimum, should include the items described in Section 3.0 (Scope of Work).
  
  12. **Tab 12: Subcontracting.** This tab should identify any of the required services that the offeror intends to subcontract, if any, providing the following information:
    1. Reasons for subcontracting;
    2. Proposed subcontractor responsibilities; and,
    3. Identify the proposed subcontractors including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.



13. **Tab 13: References.** This tab should include the names, addresses and telephone numbers of at least five (5) other local governments with whom the offeror has worked during the last five years that are similar in size and complexity to the County. References should be of clients that have been live on the proposed solution in the current version for a minimum of two years. The following information should be provided for each of the five (5) references:

1. Organization;
2. Location;
3. Services performed;
4. Functionality implemented;
5. Timeline of implementation; and,
6. Cost.

If possible, the County prefers references that were managed by the same project manager recommended for the County. This section of the RFP response should also include an affirmative statement that the offeror grants its consent for the County to contact the offeror's references for purposes of evaluating the offeror for this Contract and acknowledges that any information obtained from the offeror's references will not be disclosed to the offeror.

This tab should also include the name and contact information of one former client that has elected to leave the vendor. The vendor should describe why the client left, and what steps the vendor has taken to correct the issues that resulted in the client's departure.

14. **Tab 14: Site Visits.** This tab should include contact information for three (3) similar-sized local governments that the County may conduct site visits with. These similar-sized local governments should be within six (6) hours travel time by automobile.

15. **Tab 15: Terms and Conditions.** This tab should describe the offeror's terms, conditions, and limitations. It is the County's intention to be made aware of any terms, conditions, and limitations of the offeror prior to entering into contract negotiations.

### 6.3 Cost Proposal

1. **Tab 1: Cost Summary Form.** This tab should include the completed Cost Worksheet (Attachment B). Vendors should not alter the Cost Summary Worksheet in any way without explicit acceptance by the County.
2. **Tab 2: Agreement with Payment and Retainage.** This tab should provide a brief statement that the vendor agrees to the Payment and Retainage terms identified in Section 4.0 (Payment and Retainage) of this RFP. If the vendor does not agree, this section of the proposal should include a description of what the vendor cannot agree to. This section of the RFP response should be no more than two pages in length.



## 7.0 Standard Proposal Information

### 7.1 Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign the Transmittal Letter to lead the offeror's response.

### 7.2 Preparation Costs

The County will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### 7.3 Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by Scott County). The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The County's determination regarding any questions of conflict of interest is final.

### 7.4 Pending Litigation

Offerors must disclose any pending litigation they are involved in as a company. Information provided should include the timeline of the litigation history, the subject of the litigation and the current status of the litigation.

### 7.5 Offeror's Certification

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

1. The laws of the State of Iowa and is licensed to conduct business in the State Iowa;
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 (e.g., employed by Scott County).

If any Offeror 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 Vendor in default.

### 7.6 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 offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

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## 7.7 Amendments/Withdrawal of Proposals

Offerors 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, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the County may retain the offeror's bid bond or other bid type of bid security, if one was required.

## 7.8 Alternate Proposals

Offerors may not submit alternate proposals for evaluation.

## 7.9 Subcontractors

Subcontractors may be used to perform work under this contract. If the offeror intends to use subcontractors, the offeror 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 offeror 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 Iowa 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 offeror/subcontractor contract verifying the offeror 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 offeror under this RFP.

The offeror'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 Purchasing Manager or contract administrator designated by the County.

## 7.10 Joint-Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

## 7.11 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based

solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations or site inspections, if required in this RFP.

### **7.12 Right of Rejection**

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

The Purchasing Department may waive informalities that:

- Do not affect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are insignificant, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or,
- Do not constitute a substantial reservation against a requirement or provision.

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.

### **7.13 Clarification of Offers**

In order to determine if a proposal is reasonable susceptible for award, communications by the Purchasing Department or the proposal evaluation committee are permitted with any offeror 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.

### **7.14 Contract Negotiation**

After final evaluation, the Purchasing Department may negotiate with the offerors of the highest-ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If any offeror 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, they will be held at Scott County office locations at a date and time to be determined.

If contract negotiations are held, the offeror will be responsible for all costs including its travel and per diem expenses.

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## 7.15 Failure to Negotiate

If the selected offeror:

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 offeror and the County, after a good-faith effort, cannot come to terms; then

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

## 7.16 Notice of Intent to Award

After the completion of contract negotiations, the Purchasing Department will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent to Award will send out the names and addresses of all offerors and identify the proposal(s) selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

Successful offerors names in the Notice of Intent to Award are advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the County sign the contract.

Any bidder who is aggrieved in connection with the award of a contract may protest. The protesting bidder shall file a written statement with the Purchasing Department during normal business hours within seven calendar days of the date the Board of Supervisors' approval.