

Muskegon County, MI



Financial Management Information System Request for Proposal

RFP# 11-1860

Issue Date: May 10, 2011

Proposals Due: June 21, 2011

Pre-Proposal Meeting (Non-Mandatory): June 1, 2011

**Department of Finance & Management: Purchasing
141 E. Apple Avenue
Muskegon, MI 49442-3404**

231.724.6281 • FAX 231.724.6593

purchasing@co.muskegon.mi.us

www.co.muskegon.mi.us

An EEO / ADA Employer

Proposal Submission

Proposal Due Date: Tuesday June, 21 2011 no later than 3:00 PM local time

No late proposals will be accepted.

The time of receipt shall be determined by the time clock stamp in the Purchasing Office. Bidders are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated

Submit: 1 PRINTED, SIGNED ORIGINAL PROPOSAL and signed addenda
3 COPIES OF ORIGINAL PROPOSAL
1 CD-ROM containing an electronic version of the proposal and any supporting documentation to:

Muskegon County Purchasing
Attn: Mr. Heath Kaplan
141 E. Apple Avenue
Muskegon, MI 49445

Submit: 1 COPY OF ORIGINAL PROPOSAL
1 CD-ROM containing an electronic version of the proposal and any supporting documentation to:

Plante & Moran, PLLC
Attn: Ms. Kim Szlachetka
27400 Northwestern Hwy.
P.O. Box 307
Southfield, MI 48037-0307

The Board reserves the right to accept or reject any or all proposals, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Subpart A, 60-I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.

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

Christian Toebe
231-724-6282
purchasing@co.muskegon.mi.us

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

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Anticipated Timeline Overview

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

Milestone	Timeframe
RFP issuance	Tuesday, May 10, 2011
Vendor Pre-Proposal Meeting (non-mandatory)	Wednesday, June 1, 2011 @ 2:30 PM
Deadline for clarification questions	Thursday, June 2, @ 3:00 PM
County of Muskegon distributes responses for vendor RFP clarification questions	Friday, June 10, 2011
Vendor proposals due	Tuesday, June 21, 2011 @ 3:00 PM
Notification of demonstration dates	Friday, July 1, 2011
Demonstrations of software	Week of July 18, 2011
Site Visits and other due diligence	August 2011
Contract negotiations and award	September 2011

1 Introduction

1.1 Overview

Muskegon County is interested in soliciting proposals from qualified providers of municipal financial software whose product offering meets or exceeds current County requirements and whose complete product offering provides a robust solution set that will allow the County to continue to leverage this investment well into the future as the needs of the County grow and evolve.

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

- 1. Core Functionality** – County of Muskegon *intends* on replacing the financial management software as part of this project.
- 2. Expanded Modules** – Represents either a new module or an existing module that is being *considered* as part of this project.
- 3. System Interfaces** – Current County software where integration either is needed, or may be needed based on the scope of the Expanded Modules selected.
- 4. Outside Agency/3rd Party Interface** – Interfaces desired with outside agencies.

The County is anticipating that vendors shall propose a complete software solution, including software and the related implementation services.

Core Software	
Accounts Payable	Grants, Project Management & Accounting
Bank Reconciliation	Inventory Management
Budgeting	Miscellaneous Billing, AR and Acct Management
Cash Receipting	Payroll
Fixed Assets	Purchasing
General and Technical Requirements	Grants, Project Management & Accounting
General Ledger	Time and Attendance

Expanded Software	
Cash Management	Investment Management
Contract Management	Request for Service
Debt Management	Risk Management
Human Resources	Utility Billing

Services	
Project Management	Software Modifications
Hardware design and installation consulting	Implementation and Training Services
Software Installation	Knowledge Transfer to Staff
Data Conversion	System Documentation Development
Report Development	Operational Redesign Assistance
Integration and Interface Development	Ongoing Support and Maintenance Services

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

Muskegon County's Financial Module Scope Diagram



Diagram: Future Financial Systems Application Environment

1.2 Definitions

The following definitions are used in the RFP:

- **Client or County** means the County of Muskegon
- **Plante & Moran, PLLC**: The County's consultant on the software selection project.
- **Vendor or Proposer** means a firm, company or organization submitting a proposal in response to this RFP.
- **Financial System Solution, Financials, the system or software** means the software solution that the successful vendor responding to this RFP will be responsible for providing.

1.3 County Background

The 2010 census estimated the county at a population of 172,188. It is located on the west side of Michigan, with the County's western border on the shores of Lake Michigan. According to the U.S. Census Bureau, the county has a total area of 1,459 square miles, of which 509 square miles is land and 950 square miles is water. There are 7 cities, 4 villages, 16 townships and 4 unincorporated communities within the county.

The County has realized that its legacy Financial Management Information System (FMIS) platform is dated and in need of replacement. Banner is the primary Financial Management Information System. The Banner system itself is supported by the County's central IS Division and due to the architecture and configuration of the system, the IS Division staff play a significant and critical role in the operation of the system and processing of routine financial operations.

Users are challenged by Banner's dated, cumbersome user interface and the system requires significant involvement of IS Division staff to run. Standard reports are lacking and County staff has developed significant workaround shadow systems to assist with tracking their activity. There is a lack of integration between many current system components in Banner and the related systems.

The County is not currently on a maintenance contract with Banner and does not receive standardized support services or version updates.

1.4 Current Application Environment

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

Current Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected Financial Module
Banner from SCT/SQL	For Financials. No support since 2000. Not directly entering into banner have developed finance interface in Access for PO requests, check requests and receipts	Accounting	R	Multiple, including General Ledger, Budgeting, Accounts Payable, Cash Receipting, Purchasing, Payroll (prior to Feb 2011)
Monarch Pro	Extracting data from Banner & creating reports	Accounting	R	Financial Modules and/or inclusive Report Writer
Adobe Acrobat	Used to build annual financial report	Accounting	R	General Ledger and Report Writer
APS by AMBAC Connect	Purchasing	Accounting	R	Purchasing
Samco Billing Software	MS DOS based software. Loads to Banner for insurance billing from retirees, airport bills and wastewater billing	Accounting	R	Miscellaneous Accounts Receivable
MS Access Database	Time Entry interface to Payroll module (prior to Feb 2011) and currently interfaced to ADP.	Accounting	R	Time & Attendance
ADP	Payroll as of February 2011. The County staff has recently transitioned to payroll processing thru ADP as an interim / potentially long term solution; however the County is interested in evaluating a strong Payroll module as part of an integrated FMIS.	Accounting	R	Payroll / Human Resources / Time & Attendance
ASU	Risk Management Software	Human Resources	C	HR/Risk Management
BS&A Utility Billing software	Utility Billing. County staff are generally satisfied with this package; however the County would be willing to consider a strong UB module as part of an integrated FMIS.	Public Works	C	Utility Billing
BS&A Equalizer Software	For Assessing and Treasury, delinquents, collections, and Principal Residence Exemption - includes embedded Apex sketching functionality	Equalization & Treasurer	I	Need interface
PDOX	For solid waste invoices interfaced to the scale	Waste Water	I	Need interface to an Account management/Billing system
Business Works	Handles the interface from PDOX to do the Account management, payments, adjustments, past due	Waste Water	R	Misc. Billing, AR and Account Management

Current Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected Financial Module
	Statements.			
SCADA	Operations	Waste Water	M	No interface is needed
Metron	Meter software	Public Works	M	Interface needed if UB purchased.
ESRI ArcGIS/ArcMap	GIS/Mapping/Property Information	Equalization	I	Interfaces needed
MS Access Database	Fixed Assets	Accounting	R	Fixed Assets
Procomm Plus	Used to download check data for bank recon	Accounting	R	Bank Reconciliation
Winfiler	Used to prepare 1099's	Accounting	R	Accounts Payable
Investments spreadsheet (Lotus)	(Historical) Investment tracking spreadsheet	Treasury	R	Investment Management
Tracker Investments	New interim web based investment tracking system. The County staff has recently transitioned to this Investment software as an interim / potentially long term solution; however the County is interested in evaluating a moderate level Investment module as part of an integrated FMIS.	Treasury	C	Investment Management
SQL Script	To extract data from Banner for reporting and analysis	Accounting	R	Report Writer
Deposit Now	Check scanning software for remote deposit of checks	Treasury	M	No interface is needed
HRS Pro	Software to report to the state the outstanding checks	Treasury	I	Interface needed
Genpro (by Time America)	Timeclock and timekeeping	Brookhaven Medical Care Facility	C	Time & Attendance
NeoGov	Recruiting & applicant tracking software	Human Resources	I	Interface needed
Avatar	Community Mental Health Clinical Software	CMH	I	Interface needed
OSSI	Sheriff records management and jail management	Sheriff	I	Interface needed

1.5 Current Technical Environment

A summary of the County's current technical environment is as follows:

1. There are a total 13 sites on the 5 year old County fiber network. 12 are directly connected to Hall of Justice, the primary fiber aggregation point. Only the Waste Water location is a spoke off Solid Waste department.
2. With few exceptions, Cat 5 or Cat5e is primarily used for cabling at the sites.
3. Only IP is used on the network. The Community Mental Health (CMH) department uses IPX on its Netware servers but IPX is not routed on the network.
4. There are multiple County departmental domains (no one overall domain).
5. The County manages both Microsoft and Novell (for CMH) environments.
6. Active Directory is the main active directory service. CMH users authenticate to both Novell eDirectory and Active Directory.
7. Barracuda Spam filter is used for spam and A/V filtering.
8. Symantec Antivirus is used on both desktop and servers (v 9 and v10 mostly, newer workstations have v11).
9. The County has standardized on the use of Hewlett-Packard for workstations and laptops. The age and model largely varies by department.
10. While there is no set standard for web browsing, most workstations use Internet Explorer 6.
11. The County uses iMail / Outlook for email in most County departments and Groupwise for email in the CMH department.

1.6 Other Planned Technology Initiatives

In addition to the FMIS transition, the following other initiatives are planned at the County. The successful Vendor will be responsible for coordinating their software implementation activities with County operations and IS projects.

Project	Timing
1. Outsourcing Payroll to ADP. The County staff has recently transitioned to payroll processing thru ADP as an interim / potentially long term solution; however the County is interested in evaluating a strong Payroll module as part of an integrated FMIS.	February 2011
2. Water system integration into ArcGIS. Providing a greater level of water to GIS	Currently initiating
3. Exchange Server for email for the Department of Education and Training	Currently in Planning
4. Upgrading to BS&A's .NET platform for Tax & Assessing	Pending 2011
5. Electronic Fareboxes for Muskegon Transit: New fare collection equipment.	Pending 2012
6. Data center reconfiguration	Pending
7. Standardization of desktop PCs focused on hardware standards and office productivity software	Pending
8. Various initiatives / configurations to improve the security and patch management environment	Pending

Project	Timing
9. Information Technology Network Improvements – i.e. Storage, Servers, Switches, etc.	June/July 2011

1.7 Summary of Key Transaction Volumes

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

County Operating Volumes / Standards	Current
Organization	
County population	172,188 (2010)
Form of Government	Board of Commissioners with 11 districts
Area of County (sq. miles) Corporate Limits / with ETJ	527.34 square miles
County budget (General Fund)	\$43,428,506 (2011)
County budget (All Funds)	\$255,107,565 (2011)
Number of current FMIS network users	50
Number of anticipated (future) FMIS system users	100
Number of current concurrent FMIS system users	50
General Ledger / Bank Reconciliation	
Chart of Accounts Structure	
Chart Segment One Name / Account	FUND / 4 digits
Chart Segment Two Name / Account	ORG/4 digits
Chart Segment Three Name / Account	ACCOUNT/6 digits
Chart Segment Four Name / Account	PROGRAM/3 digits
Fiscal year end	September 30
Number of funds	144
Number of department codes	938
Number of balance sheet accounts	1,290
Number of expense accounts	984
Number of revenue accounts	643
Number of manual journal entries (monthly)	200, more at year end
Number of cash accounts	1
Number of bank accounts	18
Number of annual check voids	40 payroll, 200 AP
Community Mental Health's annual check voids	160 AP

Budgeting	
Pre-Encumbrance Controls?	Not at this time.
Encumbrance Controls?	Yes
Position Control?	Yes
Budget Entry Model (Centralized or Decentralized):	Decentralized
Number of Approval Levels:	3 to 4 depending on Dept.
Budget Frequency:	Annual w/ adjustments
Number of Funds Budgeted:	119
Fixed Assets	
Number of capitalized fixed assets:	13,659 total assets. 3,979 active assets.
Fixed asset tagging?	Yes, very few assets are physically tagged. Asset tags are used mainly for numerical tracking.
Fixed asset capitalization threshold:	\$1,000
Tracking / reporting of non-depreciable assets?	Assets less than \$1,000 are not tracked; they are expensed at time of purchase.
Project / Grant Accounting	
Do Projects/Grants Cross Funds?	No
Do Projects/Grants Cross Departments?	Yes, some grants can be allocated to different orgs within a fund
Purchasing / Contract Management / Inventory	
Use of NIGP/Commodity Codes?	Yes
Number of Requisitions per Month:	200 - 300 per mo.
Number of Purchase Orders per Month:	220 - 400 per mo.
Number of Vendors in Purchasing System:	Approximately 2,000
Use of Inventory Item Codes?	Yes
Number of Item locations	Approximately 10
Average frequency of physical inventories	Annually
Accounts Payable	
Number of Vendors Maintained in Accts Payable System:	102,000 +
Number of Invoices Input Annually	35,000 - 40,000
Frequency of Check Runs:	2 times a week plus special runs
Check Signature Method:	Signature plate
Payments Types Supported	Check
Number of 1099s Processed Annually:	150

Cash Receipting		
Receipting Model (Centralized or Decentralized):		Currently decentralized would like to transition to centralized
Number of Cash Registers / POS Terminals:		5
Human Resources and Payroll		
Number of Tax Ids		3: County, Central Dispatch & MALMAC (Muskegon Area Labor Mgmt Committee)
Number of County full-time employees		1,044
Number of County part-time employees		87 part time, 189 other
Number of Central Dispatch full-time employees		27
Number of Central Dispatch part-time employees		5
Number of MALMAC full-time employees		0
Number of MALMAC part-time employees		1
Number of bargaining units		11 Bargaining, plus non-bargaining
Number of applicants (annually)		4200
Payroll frequency		Bi-weekly, monthly, special (COLA, Longevity, contract settlements, etc.)
Utility Billing		
Major services billed	Water / Sewer	Solid Waste/Landfill Gas
Read Method:	Radio	Scale / meter
Number of Utility Accounts:	4,032	138 / 2
Frequency of Billing:	Monthly	Monthly
Number of Billing Cycles:	One	One
Number of Annual Bills:	48,384	1656 / 24
Number of Annual Late Reminders:	NA-0	NA-0
Number of Annual Shut Offs:	NA-0	NA-0

2 Vendor Proposal Guidelines

2.1 Intent

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

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

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

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

2.2 Deadline for Proposals

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

One (1) original and three (3) copies of the vendor's proposal must be submitted **by 3:00 PM, local time, Tuesday June 21, 2011** to:

Muskegon County Purchasing
Attn: Mr. Heath Kaplan
141 E. Apple Avenue
Muskegon, MI 49445

All proposals must contain the wording: **RFP 11-1860 - Financial System Solution** on the package. A Technical Proposal and a separate sealed Cost Proposal must be accompanied in the same package. Proposals received after the deadline will not be accepted. Proposals may not be delivered via facsimile.

Additionally, vendors must send **one** electronic copy (.doc, .docx, or .pdf) of the complete vendor proposal response, including the completed specification worksheets (.xlsx), pricing spreadsheet (.xls) and vendor forms (.doc) in the same format in which they were provided (MS Excel and Word).

Additionally, vendors must send **one** complete hard and electronic copy (including the completed specification worksheets, pricing spreadsheet, and vendor forms in the same format in which they were provided) of the complete vendor proposal response to:

Plante & Moran, PLLC
Attention: Kim Szlachetka
27400 Northwestern Highway
PO Box 307
Southfield, MI 48037-0307
Phone 248-223-3548
Kim.Szlachetka@plantemoran.com

2.3 Preparation of Proposals

Proposals shall be prepared in accordance with the proposal response format, section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis. Electronic copies of this proposal and relevant attachments are provided to facilitate the preparation of your response.

2.4 Requirements for Signing Proposal

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

2.5 Vendor Pre-Proposal Meeting

The non-mandatory Vendor Pre-Proposal Meeting will be held on **Wednesday, June 1, 2011 at 2:30 PM.**

Muskegon County
Human Resources/Training Building
133 East Apple Avenue
Room # 205
Muskegon, MI 49442

Teleconferencing will be available. If you are unable to attend, please join by calling:

231-724-8899
Conference Call Number: **657348 #**
Pin number: **657348 #**

2.6 RFP Clarifications and Questions

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

All inquiries regarding this proposal must be written and should be **emailed** to:

Christian Toebe
Muskegon County Purchasing
purchasing@co.muskegon.mi.us

Inquiries regarding the proposal will be accepted up to and including **Thursday June 2, 2011 at 3:00 PM local time**. Responses to questions will be distributed to anyone who attended the Pre-Proposal meeting (by phone or in person) as well as posted on the County's Purchasing website via an addendum to this RFP.

2.7 RFP Electronic Materials and Addendum

The County intends on using its website to distribute all electronic materials related to this RFP. Please refer to the County's Purchasing website:
<http://www.co.muskegon.mi.us/financeandmgt/bids.cfm>

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions, amendments and/or addendum will also be posted at the County website. Proposers are encouraged to check the website regularly for questions and answers and / or RFP Addendum

2.8 Tax Exempt Status

The County of Muskegon is exempt from paying state and local sales taxes and will furnish all such certificates to the successful Vendor. Taxes should not be included in Vendor proposal pricing.

2.9 Reserved Rights

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

2.10 Advertising

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

2.11 Commission Privilege

The Board of Commissioners reserves the right to refuse any or all proposals in their entirety, or to select certain equipment or software products from various Vendor proposals, based on the best interests of the County, at its sole discretion. The County reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities in the proposal process and to accept any proposal in the best interest of the County, at its sole discretion.

2.12 Proposal Preparation Costs

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

2.13 System Design Costs

The successful Vendor shall be responsible for all design, information gathering, and required programming and configuration to achieve a successful implementation.

2.14 Pricing Eligibility Period

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

2.15 Additional Charges

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

2.16 Purchase Quantities

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

2.17 Right to Request Additional Information

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

2.18 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendors that are submitted as part of

the proposal shall become the property of the County upon receipt, a part of a public record upon execution of contract with successful Vendor, and will not be returned.

2.19 Confidential Information

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The County will be free to use all information in the Vendor's proposal for the County's purposes. Vendor proposals shall remain confidential until the County executes a contract with the successful Vendor. The Vendor understands that any material supplied to the County may be subject to public disclosure under Michigan's Open Records Law.

2.20 Confidentiality Statement

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

2.21 Evaluation Process and Criteria

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

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

1. **Minimal Criteria:** As part of the vendor's RFP response, the following minimal criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the vendor's response from further consideration:
 - a. **Response Timeliness:** RFP response is submitted by the due date and time.
 - b. **Response Authorization:** The RFP response is signed by a company officer.
 - c. **Response Completeness:** Vendor complied with all instructions in the RFP and provided a response to all items requested that includes sufficient detail, such that the proposal can be evaluated. Any deficiencies in this regard will be determined by the County's Purchasing Division to be either a defect that the division will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.
 - d. **Specification Response Format:** Vendors must send one electronic copy of the Proposal (PDF or Word), completed specification worksheets in the Excel format provided, completed Pricing Worksheet in the Excel format provided and the Vendor forms in the Word format provided.
 - e. **Relevance of Solution** Minimum of 5 current installations of their software with clients of similar size and complexity of the County of Muskegon with a minimum of 1 installation for a local government agency (e.g. Cities, Townships, Counties, special districts or authorities) within the state of Michigan.
2. **Round 2 Evaluation:** For those vendors whose proposals pass the minimal criteria, the following categories of criteria will be used to further evaluate the proposals.
 - Functional Requirements
 - Implementation Requirements

- Cost including both initial and on-going
 - Technical Requirements
 - General Vendor to include number and size of comparable municipal installations, financial stability, completeness of response and quality of proposal response
3. **Round 3 Evaluation:** The top vendors in the Round 2 evaluation will then proceed to an additional level of due diligence that may include the following activities:
- Follow-up questions and answers with the vendors
 - On-site vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation and other due diligence.
 - Reference checking with comparable entities using the vendor's product
 - Potential site visits to comparable entities using the vendor's product
 - Best and Final Offer (BAFO) process with finalist vendors

At any point in time during Round 3 evaluation, a vendor may be excluded by the County from further consideration. At the conclusion of the Round 3 activities, the remaining finalist vendors will be assessed on all information collected to date against the following criteria:

- Functionality
- Implementation
- Service and support
- County investment and costs
- Ability to deliver "out of the box" functionality
- Technical requirements
- Other value added
- Vendor viability
- Vision

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

2.22 Insurance Requirements

The vendor should enclose the Insurance Coverage certificate in Section 13 of the proposal if available at the time of submittal. See Section 5.3B "Required Coverages" for insurance coverage details. This must be furnished before the awarding of the proposal and before the signing of any County/contractor agreements and/or work performed by the vendor.

2.23 Entire Agreement

The final agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to the agreement and by no other means. Each party waives their future right to claim, contest or assert that the agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

2.24 Vendor Complaints or Protests

The County of Muskegon has established administrative procedures for handling vendor complaints in a fair and timely manner. Vendors should observe the following steps in order to file complaints:

Step 1

The vendor must contact the Director of Finance & Management Services within seven (7) days of the incident about which he or she has a complaint. The Director of Finance & Management Services may request the vendor to present the complaint in writing if it is serious and/or the vendor is requesting a delay of the purchase award.

The Director of Finance & Management Services will investigate the complaint and review all findings with the County Administrator. The Director of Finance & Management Services will reply verbally or in writing to the vendor after discussion with the County Administrator.

Step 2

If the vendor is dissatisfied with the Director of Finance & Management Services reply, an appeal must be made in writing within seven (7) days to the County Administrator or the Muskegon County Board of Commissioners.

2.25 Execution of Counterparts

The agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed; shall together constitute one and the same instrument.

2.26 Bidder/Offeror Representation

Each bidder/offeror must sign the proposal with his/her usual signature and shall give his/her full business address on the form provided in this proposal.

2.27 Bidder/Offeror Qualifications

No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the County upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, bidders/offers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the Specifications.

2.28 Errors/Omissions/Discrepancies

Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of the Director of Finance & Management Services as soon after discovery as possible. Further, the contractor and/or services provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

2.29 Telegraphic/Electronic Proposal Submittal

Telegraphic and/or proposal offers sent **only** by electronic devices (e.g. facsimile machines or electronic mail) are **NOT** acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.

2.30 Denote of Gender

For the benefit of brevity, when the pronouns “he” or “his” / “she” or “her” are used, it is not intended to denote the gender of any person.

2.31 Proposal Opening

Proposals will be opened and read publicly in the Muskegon County Purchasing Office, Central Services Building, 1st Floor, 141 E. Apple Avenue, East Entrance, Muskegon, MI at **3:00 PM**, prevailing time, **June 21, 2011**.

No bid award will be made at the time of the opening.

2.32 Proposal Changes

NO LATE PROPOSALS WILL BE ACCEPTED.

Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.

2.33 Award of Contract

The Vendor shall be deemed as having been awarded a contract when an agreement has been negotiated and signed by both parties. Note that the successful Vendor, at the time of contract execution, must be currently licensed to do business in the County of Muskegon and the State of Michigan and provide proof of such license.

3 Proposal Response Format

3.1 Introduction

To facilitate the analysis of responses to this RFP, the vendor is required to prepare their proposals in accordance with the instructions outlined in this section.

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

Section	Title
1	Executive Summary
2	Company Background
3	Proposed Solution
4	Implementation Plan
5	Staffing Plan
6	Ongoing Support and Maintenance
7	Response To Software Requirements
8	Vendor Questionnaire
9	Response to Technical Requirements
10	Client References
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments
14	Addenda (if applicable)
Separate sealed document	Cost Proposal

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

This document has been provided electronically to assist in the preparation of the Vendor proposal.

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

3.2 Executive Summary (Section 1)

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

3.3 Company Background (Section 2)

In addition to providing responses to the following items, the vendor must complete the company background form in section 6.5 of this RFP.

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

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

3.4 Proposed Solution (Section 3)

3.4.1 Application Software (Section 3.1)

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

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the vendor.
5. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced
6. For third party products proposed that are integrated with the vendor's solution provide the following for each product:
 - a. Nature of relationship with the third-party vendor,
 - b. Reason that this product is a third-party product versus being part of the software vendor's solution,
 - c. Length of the existing relationship; and.
 - d. Extent to which this third-party product is integrated with the vendor's solution.

3.4.2 Technical Requirements (Section 3.2)

The vendor shall provide the information described in this section. The information will be used in the evaluation process. Vendors should identify where conflicts may exist between their solution and current technologies being used in the County as described in section 1.5. In addition to providing

responses to the following items, the vendor must complete the technical requirements form in section 6.6 of this RFP.

1. Hardware and Storage Environment

- a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the County, application modules, database size, and anticipated growth, must be provided.
- b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMWare) and application accelerators and note what vendors you partner with or recommend and/or support.
- c. Describe your proposal's information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, vendors, invoices, etc.)

3.4.3 EEO Compliance

The County has a commitment to diversity and equality of opportunity. Please provide how your software can assist in tracking EEO compliance across various departments and funding sources.

3.5 Implementation Plan (Section 4)

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

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

The vendor should not be constrained to only include the above items in the vendor's proposal response if the vendor feels that additional elements may add value to the overall implementation.

The County requests that the vendor provide their work plan in a Gantt chart format as part of the proposal response.

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

3.5.1 General Implementation Approach (Section 4.1)

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

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

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

3.5.2 Project Management Approach (Section 4.2)

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

The County intends to use a project management approach that is based on the Project Management Institute's Project Management Body of Knowledge (PMBOK). The County would expect responding vendors to adhere to such standards as part of the project.

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

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

3.5.3 Software Installation and Hardware Install Coordination (Section 4.3)

The Vendor is expected to specify, furnish, deliver, install and support all system software. The Vendor is expected to provide and specify minimum and recommended hardware configurations and coordinate all County hardware installation activities within the financial software implementation.

Describe your process for coordinating hardware purchase and installation and subsequent process for software installation.

3.5.4 Data Conversion (Section 4.4)

It is anticipated that data conversion will occur when migrating to the new application. The successful vendor(s) is expected to assist the County in the conversion of both electronic and coordination and planning related to manual data conversion (e.g. hand keying) to the new system. It is expected that the County will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the successful Vendor(s) will be responsible for overall data conversion coordination, definition of file layouts, and automated data import and validation into the new software. It is expected that the County will be responsible for any manual data conversion (e.g. hand keying), as agreed upon.

1. Describe your scope of data conversion services and approach of how the services will be provided. Please detail the scope of data to be converted.
2. Describe the roles and responsibilities between your team and the County related to data conversion activities.

3.5.5 Report Development (Section 4.6)

For specific reporting requirements, it is anticipated that the vendor will take the lead on developing any reports required as part of the initial deployment of the system. The vendor is expected to provide specialized knowledge and information to the County staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc.

Provide information on your reporting approach including:

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

3.5.6 Integrations and Interfaces (Section 4.7)

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the County.

1. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
2. Describe data exchange standards (e.g. XML, Web Services, EDI) supported or provided by your product.
3. As it pertains to the County's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the County.
4. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?

Current Integration Environment

The following table contains a listing of current and/or desired County application interfaces and their likely need in a future integrated environment. Existing County interfaces between core and expanded modules that currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated solution. Please provide pricing for core and expanded module interfaces in the associated Microsoft Excel pricing spreadsheet.

Core Module Interfaces					
Data Flow Item #	Data Flow Description	Source Application	Target Application	Currently Exists in FMIS Environment	Needed in new FMIS Environment
1	Send Positive Pay files to bank	Accounts Payable	PNC Bank	Yes	Yes
2	Yearly 1099 submission	Accounts Payable	US Treasury	Yes	Yes
3	Import tax refund information to the Accounts Payable	BS&A Equalizer Software	Accounts Payable	No	Yes
4	Import the Juror Database to Accounts payable for jury payments	Jury+ software from Jury Systems in California.	Accounts Payable	No	Yes
5	Export Accounts Payable and Payroll outstanding checks (not cashed by vendors / employees) to the State's HRS Pro software based on check date. HRS Pro file requirements support an Excel, fixed width ASCII text file or a compatible database table.	Bank Reconciliation	HRS Pro	No	Yes
6	Import bank statement electronic file	PNC Bank	Bank Reconciliation	No	Yes
7	Credit Card transactions	Bank file	Bank Reconciliation	No	Yes
8	Client related cash receipts are entered into the Financial CR module. A CR file based on CR type needs to be exported so that it can be imported into the Avatar software.	Cash Receipting	Avatar	No	Yes

Core Module Interfaces					
Data Flow Item #	Data Flow Description	Source Application	Target Application	Currently Exists in FMIS Environment	Needed in new FMIS Environment
9	Online Credit Card Payment Verification	Govpay.net	Cash Receipting (apply payments for UB, & AR)	No	Yes
10	Import of Payroll journal entries to GL	ADP Payroll	GL	No	Yes
11	Update GL with billing, receipting and adjustment activity for delinquents	BS&A Equalizer Software	GL	No	Yes
12	Update GL with billing, receipting and adjustment activity from Avatar Behavioral Software	Avatar	GL	No	Yes
13	Grant reporting information to upload to the State of Michigan's MI E-Grants system	Grants/Project Mgmt	MI E-Grants (State of Michigan)	No	Yes
14	From Treasurer website activity would like AR invoices to be created	Website	Misc Billing & AR	No	Yes
15	Integration of Jail inmate billing produced out of the OSSI system, to AR	OSSI	Misc Billing & AR	No	Yes
16	Send Positive Pay files to bank	Payroll	PNC Bank	Yes	Yes
17	Import time entry from Brookhaven MCF time clocks to Payroll	Genpro software by Time America	Payroll	No	Yes
18	Import of Payroll time entry to the ADP Payroll	Time Sheets from Time & Attendance Software	ADP	Yes	Yes
19	PDOX is linked to a scale for Solid Waste Haulers which produces monthly invoices. An export file can be run that contains billing information to be uploaded into an Account Mgmt/Billing package for payments, adjustments and delinquent notices.	PDOX	Utility Billing or Miscellaneous Billing and A/R	Yes	Yes

Expanded Module Interfaces					
Data Flow Item #	Data Flow Description	Source Application	Target Application	Currently Exists in FMIS Environment	Needed in new FMIS Environment
1	The sharing of information to / from all County Benefit Providers	All County Benefit Providers	Human Resource	Partial	Yes
2	New hire records	NEOGOV	Human Resources	No	Yes
3	Open positions	Human Resources	NEOGOV	No	Yes
4	Reference data such as class code/specification, title, department data. Job description integration.	Human Resources	NEOGOV	No	Yes
5	Customer Payment ACH file export / import with PNC (for direct customer ACH payments)	Utility Billing	PNC Bank	No	Yes
6	Customer Payment ACH file export / import with PNC Bank (for direct customer ACH payments)	Utility Billing	PNC Bank	No	Yes
7	Upload/download of meter read information	Metron Meters	Utility Billing	Yes	Yes

3.5.7 Training (Section 4.8)

Train the Trainer Approach: The vendor will incorporate a “train the trainer” approach where key County team leads and subject matter experts will be trained through implementation on their modules and then they will train the remainder of the County staff in their respective areas.

- a. There would be roughly 8-10 subject matter experts (SME's) for each module including one Team Lead. This training would be provided at a County facility.
- b. Training materials supplied by the vendor would be used by SME's and Team Leads for training their staff.
- c. Web conference or remote online tutorial sessions would be available to SME and Team Lead staff to participate in after initial training was completed in their module.
- d. Technical Implementation Training will include training only Key IT staff (3-4) to support the new system.

The vendor should provide an overall description of their training method, including the following:

1. General timeframes in which training will be conducted
2. The vendor must list the nature, level, and amount of training to be provided in each of the following areas:
 - a. Technical training (e.g., programming, operations, etc.)
 - b. User training
 - c. Other staff (e.g., executive level administrative staff)

3.5.8 Testing (Section 4.9)

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

1. System Testing
2. Integration Testing
3. Stress / Performance Testing
4. User Acceptance Testing (UAT)

3.5.9 Chart of Accounts Redesign Assistance (Section 4.10)

With the deployment of a new application, the County intends to consider potential redesign to the financial chart of accounts. This activity will be the responsibility of the County; however the County expects the Vendor to support this process by providing guidance during other implementation consulting activities. ***Vendors are requested to describe the services which are offered to assist with chart of accounts redesign.***

3.5.10 Operational Process Redesign (Section 4.11)

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

3.5.11 System Documentation and Manuals (Section 4.12)

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

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

3.5.12 Disaster Recovery Plan (Section 4.13)

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

3.5.13 Knowledge Transfer (Section 4.14)

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

3.6 Staffing Plan (Section 5)

In addition to providing responses to the following items, the vendor must complete the Staffing Plan Form in section 6.7 of this RFP.

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

3.7 Ongoing Support Services (Section 6)

In addition to providing responses to the following items, the vendor must complete the ongoing support services form in section 6.8 of this RFP.

1. Please specify the nature and conditions of any post-implementation support options including:
 - a. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
 - b. Telephone support,
 - c. Help Desk services (If there is a Service Level Agreement for your help desk, please provide a copy with your RFP response.)
 - d. Toll-free support line

- e. Users Group (i.e. - information about it, where it is held and when. If no, are you planning one?
- f. Online knowledgebase (i.e. – how it is accesses, who updates it, etc.)
2. Describe your maintenance programs and options with associated pricing.
3. Describe your licensing scheme (enterprise, module versus system, concurrent versus named, external Internet user(s), query versus user, etc.) and how that works in a Disaster Recovery situation.

3.8 Response to Software Requirements (Section 7)

Responses to the requirements referenced in Section 4 of this RFP must be provided in this section of the vendor's response. Use the excel sheets provided and attach added explanation pages as necessary.

3.9 Response to Technical Requirements (Section 8)

3.9.1 Software Updates and Distribution

It is anticipated that all system updates and release patches will be downloadable from the Vendor's web site. Provide information on how server and client side software updates are received, processed and distributed to either the server and/or client environment. Please provide a description on how State and Federal requirements are applied and distributed to your clients. Describe the process for managing local customizations. Describe any configuration management system that is incorporated with the Vendor solution.

3.9.2 System Performance

System response time must not impede the ability for departmental staff to perform their required job functions using the system. The system must be available during normal hours of County operations. Describe system performance of the proposed solution including reference to the following performance areas:

1. Guarantees on system performance
2. Studies/benchmarks on system failure frequency, duration and impact and root-cause analysis
3. Problem avoidance techniques
4. Evidence of system scalability to meet future needs as noted in key volumes section
5. What is the minimum bandwidth required for the application, and expected latency at remote locations, considering the County's current network infrastructure?

Additionally, minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application must be provided such that the County can determine the extent to which existing computers must be upgraded or replaced.

3.9.3 Technical Requirements

This section contains the technical requirements used to control the primary system components. The Vendor must recommend a product, including identification of version number that can be used in support of the Vendor's software.

1. Administrative Tools - The system should include a powerful set of administrative tools to monitor utilization, trace database access chains, database reorganization, problem determination and resolution, optimize schema and sub-schema definitions, model, report areas/pages percent full, and to optimize file placement and layout.
2. Database Characteristics - The system should use the concept of user views whereby pseudo-schema are defined and stored for utilization by users without the users becoming involved in the actual schema and sub-schema structures of the data base. The system should provide a security system to control utilization of user views by user ID, account, and activity.
3. Data Dictionary Facility - The system should include an active integrated central data dictionary. This dictionary should be an integral component of the data access capabilities, including the definition of both data attributes and values.
4. Data Import/Export Facility - The system should include a data import/export facility which permits transferring data from other data files into the data base and exporting data outside of the system.
5. Independence - The system must be independent of workstation type or transaction type and be able to be accessed from any workstation in the network.
6. Logging, Restart, and Recovery - The system must provide restart capabilities, rollback and recovery, as well as database access activity logging and back out.
7. Multiple Environments – The County will require the Vendor to establish a test environment and training environment separate from the production environment. Please describe if there are any hardware requirement implications as a result of this desired configuration.
8. Multi-Tasking - The system must permit simultaneous data base accesses, permitting simultaneous access to files and queuing update requests at the record or field level when field contention prevents simultaneous updates. In addition, it must permit concurrent processing of batch and on-line jobs accessing and updating the same data files and data base while maintaining desired performance levels.
9. Performance and Activity Statistics - The system must support performance monitoring tools and activity statistics reporting features. Statistics should be available on data base access rates (both update and query) by program, terminal, IP address and ID, and by time of day.
10. Referential and Entity Integrity - Rules for maintaining entity integrity (only one row in a table for each unique primary key) and referential integrity (validating the existence of foreign keys) must be supported.
11. Script Execution – It is desirable to have the ability to schedule scripts / postings for deferred, unattended execution.
12. Software Installation and Hardware Installation Coordination- All hardware and software should be installed at the County site with County staff involved such that County staff can understand the setup and configuration.
13. Structured Query Language - The system must support the use of an industry standard structured query language (SQL); more specifically, support of the ANSI/ISO standard.
14. System Security - The system should integrate to the County's Microsoft Active Directory network security framework.

The County is expecting that a successful Vendor will adhere to solutions that comply with industry standard technologies.

3.9.4 System Access

The system must include the ability to allow access via a Web browser or Windows environment. Vendors should indicate the degree to which there is a desktop footprint required to execute the application.

3.10 Vendor Questionnaires (Section 9)

The vendor must respond to the Vendor Questionnaires in sections 6.5 to section 6.8

3.11 Client References (Section 10)

The vendor must provide at least five references from clients that are similar in size and complexity to the County. The format for completing the vendor references is provided in Section 6.9 of this document. In addition, the County requests a listing of all municipal clients.

3.12 License and Maintenance Agreements (Section 11)

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

3.13 Exceptions and Deviations (Section 12)

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

3.14 Other Required Forms and Attachments (Section 13)

Please provide all other required forms in this section:

- a. Contract terms and conditions compliance checklist
- b. Minimum Criteria
- c. Non-Collusion Affidavit

3.15 Addendum (Section 14)

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

3.16 Separate Sealed Cost Proposal

All cost (including shipping, handling, software, install, travel and all other costs) must be included in the total proposal price as stated on the Proposal Signature Form and should be included in the separately sealed Cost Proposal.

The original Cost Proposal and (3) copies of the Cost Proposal shall be submitted in a separate sealed envelope labeled "Cost Proposal" with the Technical Proposal.

Costs for the vendor's proposed solution should be submitted on the Proposal Pricing Forms provided in the associated excel document. It is the responsibility of the vendor to ensure the accuracy of the pricing provided as part of the response. Any errors providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding vendor.

Costs should include the complete, fixed costs for the solution including: software, license fees, training, travel, per diem, installation, documentation, discounts, operating costs, etc. Use additional pages as needed to provide additional cost detail; however, all costs should be completely reflected on the Proposal Pricing Forms.

For each item, indicate if the cost is one-time, annual, or other. In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect. In the event the product or service is not being included in the vendor proposal, the item should be noted as "No Bid".

4 Functional Requirements

4.1 Introduction

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

Identified in the attached Excel spreadsheet (version 2007) are a number of requirements that must be addressed by the vendor's proposal. These requirements are considered mandatory in implementing the complete solution as defined in Section 3. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the County's current and future data needs.

The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the County:

H	High	Features available in current County software or alternatively, is available and/or tracked in a shadow system (i.e. spreadsheet, document, external database, etc.)
M	Medium	Important feature for the new system but not available / implemented in the current environment.
L	Low	Features not immediately required with initial deployment of the new environment. Intended for future deployment / expandability.

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

- Y** If functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The pricing of all modules that provide this functionality **MUST** be included in the cost proposal.
- R** If functionality is provided through reports generated using proposed Reporting Tools.
- T** If Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality **MUST** be included in the cost proposal.
- M** If specification / report is available through modification to the software
- F** If functionality is provided through a future release that is to be **available within 1 year** of the proposal response OR functionality that is available from the vendor out of the box but not included in the vendor's proposal.

N If functionality is not provided

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

5 Minimal Contract Terms & Conditions

The following minimal contract terms and conditions are expected to be agreed to by the Vendors as part of contract negotiations. Exceptions must be explicitly noted in the Vendor Proposals. Lack of exceptions listed on the checklist shall be considered acceptance of all of the terms and conditions as presented in this RFP.

Minimally, the contract must contain the following language and respective components:

5.1 Scope of Agreement

County agrees to provide an integrated software system (the "System"), license the necessary Software for that System (the "Software"), and receive the services (the "Services"), all as detailed in Attachment _____. Vendor agrees to provide same, subject to the terms and conditions stated in this Agreement and Attachment _____. Payment for such services shall be per Attachment _____. The County, without prior and mutual written agreement, will incur no other service costs. The service costs in Attachment _____ are inclusive of project management services and include turn-key data conversion, chart of accounts design assistance, software configuration, integration with third-party systems per Attachment _____, Final Acceptance testing (see clause herein), and initial account balancing. The implementation of the Software and provision of Services shall be per Attachment _____. County agrees to provide minimum requirements and recommendations related to County purchased server and desktop hardware configured per Attachment _____ based on Vendor's recommendation.

5.2 General Conditions

1. Location: County of Muskegon
141 E. Apple Avenue
Muskegon, MI 49442
2. This is not an Agreement of partnership or employment of Vendor or any of Vendor's employees by the County. Vendor is an independent contractor for all purposes under this Agreement.
3. Vendor shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.
4. Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
5. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the County's premises shall obey the rules and regulations that are established by the County and shall comply with the reasonable directions of the County's officers. The County may, at any time, require the removal and replacement of any of the Vendor's agents or employees for good cause.
6. Vendor shall be responsible for the acts of its employees and agents while on the County's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the County's premises. Vendor shall be responsible

- for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the County, any damage that it, or its employees or agents, may cause to the County's premises or equipment; on Vendor's failure to do so, the County may repair such damage and Vendor shall reimburse the County promptly for the cost of repair.
7. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the County's contact person and thereafter, if requested, furnish a full written report of such accident.
 8. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the County's staff or visitors.
 9. Vendor and its employees or agents shall have the right to use only those facilities of the County that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the County.
 10. The County shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees, subcontractors, or material-men.
 11. Indemnification. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless, and defend the County and its agents, elected officials, employees, officers and successors, from and against any claims (including workers compensation claims), causes of action, damages, losses and expenses, including but not limited to attorney's fees and costs of litigation, arising out of or resulting in any way from Vendor's performance of this contract, provided that such claim, cause of action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death to any person, including employees or agents of the Vendor, subcontractor, or construction manager, or to injury to or destruction of tangible property including loss of use resulting there from, but only if caused in whole or in part by an act or omission of the Vendor, a subcontractor, anyone directly or indirectly employed by them, or any for whose acts they may be liable, regardless of whether or not such claim, cause of action, damage, loss or expense is caused in part by a party indemnified hereunder. Vendor shall not be obligated to hold harmless, indemnify, or defend the County or its agents, employees, officers, or successors if any claim, cause of action, damage, loss or expense arises from the sole negligence or fault of a party indemnified hereunder.
 12. Vendor shall assume the defense of the County pursuant to the provisions of paragraph 9 within fourteen (14) days of receipt of written notice. Any legal cost or expense, including attorney's fees and costs of litigation, incurred by the County for enforcement of its rights under paragraph 9 between the time by which Vendor should have assumed the County's defense and the time when Vendor assumes the County's defense shall be reimbursed by Vendor. Any legal cost or expense, including attorney's fees, incurred by the County in the successful prosecution of any litigation or arbitration seeking to enforce the provisions of paragraph 9 or in negotiating a settlement of such claim, shall also be reimbursed by Vendor.
 13. All prices for Vendor's services hereunder are firm for the term of the Agreement. The County shall pay Vendor for satisfactory performance of the service specified in this Agreement, the sums in accordance with your reply to our RFP dated May 10, 2011, and any related addenda.

5.3 Insurance**A. Proof of Insurance**

Vendor shall maintain insurance, having the coverage described below and approved by the County, prior to the installation of the System and shall maintain such insurance until Final Acceptance of the System by the County according to the prescribed procedures. The Vendor shall furnish to the County a copy of the insurance policy and all subsequent changes or updates. An endorsement or statement waiving the right of cancellation or reduction in coverage unless thirty (30) days prior written notice is given to the County by registered or certified mail shall be included. Vendor shall maintain such coverage for at least six months after the completion of the Project.

B. Required Coverages

Liability policies, except for professional liability policies, shall include the county and its subsidiaries, departments, and agencies and their respective officials, officers, directors, employees, and agents named as Additional Insured as follows:

1. Worker's Compensation

Coverage for its employees with statutory limits and Employers Liability coverage with limits of:

Coverage A - Compensation as required by Statute

Coverage B - Employer's Liability to \$ 500,000

2. Commercial General Liability

Coverage on the standard ISO 1993 Form, which includes contractual liability, personal injury, broad form property damage, extended liability, and, where applicable, products liability coverage, with coverage limits of:

Per Occurrence	\$1,000,000
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3. Comprehensive Automobile Liability

Coverage on the standard ISO 1990 Form, which includes contractual liability coverage and coverage for all owned, hired, and non-owned vehicles with limits of:

Bodily Injury Liability and Property Damage, Any One Accident or Loss	\$1,000,000
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4. Professional Liability

Includes contractual liability for each twelve month period:

Each Wrongful Act / Omission	\$1,000,000
Aggregate	\$1,000,000

5. Umbrella or Excess Liability

Per Occurrence	\$1,000,000
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C. Insurance Guidelines

1. The foregoing policies shall be evidenced by a certificate of insurance acceptable to the County. Such certificate shall be issued by an insurance carrier with an A.M. Best rating of "A-" or better and delivered to the County prior to the performance of any services hereunder. Such insurance certificate shall provide that the coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the County. Additional certificates, evidencing renewal of such policies during the time period they are required to be kept in effect, shall be delivered to the County no less than thirty (30) days prior to the expiration of the term of any required coverage.
2. Upon the request of the County, the Vendor shall deliver to the County copies of all policies listed in the foregoing paragraphs once a year, upon renewal, or upon procurement in the case of new or additional coverage, whichever occurs first. Claims-made policies shall not be acceptable to the County for any of the insurance coverages required herein, except for Professional Liability. Claims-made Professional Liability insurance coverage shall be kept in force for a period of six (6) years after the date of final completion of the project which is the subject of this Agreement, and a copy of such policy shall be delivered to the County at least once a year during the said six-year period. If the Professional Liability policy is canceled or not renewed, the substitute policy shall have a commencement date retroactive to the date upon which the Vendor commenced performing its services under this Agreement.
3. The Vendor's indemnity obligation specified in Paragraph D of this Agreement shall not be negated or reduced by virtue of the denial of insurance coverage or refusal to defend the County for any occurrence or event which is subject to the said indemnity obligation.
4. Compliance by the Vendor with the requirements of this Article shall not relieve the Vendor from its indemnity obligation and liability pursuant to Paragraph D of this Agreement or any other liability to the County, whether specified in this Agreement or otherwise.
5. The Vendor agrees that the County shall have no responsibility to verify the Vendor's compliance with any insurance requirements contained in this Agreement or otherwise.
6. All notices, certificates, and policies referred to in this (Article, Section, Division, etc.) shall be sent to:
Muskegon County Purchasing
Central Services Building
141 E. Apple Avenue
Muskegon, MI 49442

D. Hold Harmless Agreement

All contracts must contain the following Hold Harmless Agreement:

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the Vendor, its subcontractors, or the joint negligence of the Vendor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

E. Subcontractor Requirements

Vendor agrees to contractually obligate its subcontractors to indemnify the County in precise conformance to the terms of Vendor's obligation to indemnify the County pursuant to this Agreement.

The Vendor further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the Vendor pursuant to the terms and conditions of this Agreement.

F. Cancellation or Reduction in Coverage

Notice: In the event of a lapse or reduction in the required coverages, the Vendor shall cease operations and shall not resume operations until new insurance is in force.

5.4 Entire Agreement Clause

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

5.5 Identification of Parties to the Agreement Clause

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

5.6 Agreement Extension and Modification Clause

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

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

5.7 Waiver of Contract Right

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

5.8 Term and Termination Clause

1. Breach of agreement. In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via personal service or certified mail of such failure and demand that the same be remedied within ten (10) calendar days. Receipt of such notice shall be as provided in Section 12, the Notices Clause. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate this Agreement by giving the other party thirty (30) calendar days written notice.
2. Lack of County funding. Notwithstanding the foregoing, due to lack of County funding, the County may at any time during the life of this Agreement, terminate same by giving thirty (30) calendar days' notice in writing via certified mail to Vendor.
3. Bankruptcy, etc. In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Vendor and shall not be dismissed within thirty (30) calendar days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor's property shall be appointed and such appointment shall not be vacated within thirty (30) calendar days, the County shall have the right, in addition to any other rights of whatsoever nature that it may have at law, in equity, or under this Agreement, to terminate the contract by giving thirty (30) calendar days' notice in writing of such termination.
4. General provisions. Termination of this Agreement shall not relive either party of its obligations through the date of termination. Termination hereunder is in addition to any other rights and remedies of the parties arising out of a breach of this Agreement.

5.9 Applicable and Governing Law Clause

The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Michigan. All duties of either party shall be legally performable in the State of Michigan. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Michigan, and the forum and venue for such disputes shall be in the Superior Court of Muskegon County Michigan.

5.10 Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights of private individuals and entities. To the extent permitted by law, each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to requests under the Michigan Freedom of Information Act. In the event of disclosure in violation of this Section, Vendor shall immediately notify the County and take such steps as may be required by the County or state law. In addition, in the event of a breach, the parties may seek such other remedies as may be available, including injunctive relief. Upon termination of the Agreement, Vendor shall return to County any of County's confidential information in its possession, or destroy such information, at the election of the County.

5.11 Title and Confidentiality

Title and full County ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies County make, remain with Vendor. It is agreed the Software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions thereof are or may be copyrighted, and County shall take all reasonable steps necessary to protect the confidential nature of the Software, as County would take to protect its own confidential information. County further agrees that County shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or Subcontractors working for County to whom such disclosure is necessary to the use for which rights are granted hereunder. County shall appropriately notify all employees, agents, and Subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon County, its employees, agents, and Subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if County is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to the Michigan Freedom of Information Act, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

5.12 Notices Clause

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

1. Actually received, or
2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, as evidenced by the return receipt; or
3. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or

4. Upon delivery by the County of the notice to an authorized Vendor representative while at County site.

Note that if Vendor anticipates missing a due date, then Vendor must notify County immediately so that a mutually acceptable revised due date can be agreed to. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this License are as follows:

Vendor

County of Muskegon
141 E. Apple Avenue
Muskegon, MI 49442

5.13 Survival Clause

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

5.14 Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure, including, without limitation, accidents, acts of God, fire, explosion, vandalism, storm, weather conditions, labor strikes, effects of third parties, orders or other delays beyond the reasonable control of the Parties.

1. Force Majeure Requisites. Force majeure delays shall not be allowed unless:
 - a. Within three (3) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
 - b. Within seven (7) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.
2. 120 Day Maximum/Default. Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the one hundred-twenty (120) days] written notice of permission of the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.
3. Right of Cancellation. Either party shall have the right to cancel the contract Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to the County, the Vendor may keep any parts of the System it can salvage without interfering with or damaging County's equipment or software, but

must remove same at its own expense. If cancellation occurs due to a Force Majeure after title passes to the County, the System shall remain with the County and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

5.15 Incorporation by Reference

The Vendor shall supply software technology, ancillary hardware, training, and other related implementation services adequate to accomplish the requirements as set forth in the Request for Proposals and the Vendor response to the Request for Proposals. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the Vendor's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

5.16 Risk during Equipment / Software Storage and Installation

Delivery shall be made in accordance with the implementation schedule referenced as part of this Agreement. It will be possible to allow for minor variances from this implementation schedule as mutually agreed upon by both parties and confirmed by prior written notice. The equipment shall be installed and placed into proper working order by representatives of the Vendor. During the time period where the equipment / software is in transit and until the equipment is fully installed in proper working order, the Vendor and its insurer shall be responsible for the equipment / software and relieve the County of responsibility for all risk or loss or damage to the equipment / software. In addition, Vendor shall hold the County and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the equipment / software.

5.17 Shipping of Equipment / Software

All shipping and insurance costs to and from the site shall be included in the Vendor's proposal. All payments to shipping agents and for insurance fees shall be made directly by the Vendor. The County shall make no payments to any firm concerning the shipment, installation, and delivery of equipment / software which is not a part of this Agreement and for which exact payments are not described. Vendor shall be responsible for all arrangements for the shipment and receipt of equipment / software to County's prepared site. Recognizing that County's staff has little prior experience or training in this technology, the Vendor shall provide properly trained representatives to unpack all items of equipment / software and place this equipment / software in the proper locations. The Vendor shall also be responsible for removal of all debris and packing materials from the site resulting from the installation of the equipment / software.

5.18 Patents, Copyrights, and Proprietary Rights Indemnification

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

In the event that the County is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the County's interest, or in the event

that the County is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the County for all monies expended in connection with these matters. The County retains the right to offset against any amounts owed Vendor any such monies expended by the County in defending itself against such claims.

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

1. Purchase for the County, at Vendor's expense, the rights to continue using the contested product(s), or
2. Provide substitute products to the County which are, in the County's sole opinion, of equal or greater quality, or
3. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the County all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

5.19 Nondiscrimination by Vendors or Agents of Vendor

Neither the Vendor nor anyone with whom the Vendor shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Vendor responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded by County as a default of this Agreement by the Vendor.

5.20 Subcontractors

Vendors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the County for activities or duties to take place at the County site. In using subcontractors, the Vendor agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Vendor, and all such acts and omissions shall be covered by Vendor's insurance, as required in Section 3 herein.

5.21 Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over the County enter a valid and enforceable order upon the County which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the County of a material part of its Agreement with the Vendor. In the event this order results in depriving the County of materials or raising their costs beyond that defined in this Agreement, the Client shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the County shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

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

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

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

County shall have the right to approve all subcontractors, Account / Project Manager, and staff assigned to County by Vendor. In the event that an employee of the Vendor is, in the opinion of the County, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from responsibility in the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

5.23 Assignments

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

5.24 Vendor as Independent Contractor

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

5.25 Warranty

The Vendor warrants that all components provided under this Agreement, whether installed initially or under subsequent purchase orders, shall be: newly manufactured equipment or assembled from newly manufactured parts; approved by Underwriter's Laboratories; and, will be free from defects in workmanship or material for a period of 12 months (365 calendar days) from the date of Final Acceptance of the System. During this 12 month warranty period, the Vendor shall furnish all replacement new parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the County. At the conclusion of the warranty period, the County will consider Vendor support under a separate maintenance agreement.

Third party software. Vendor warrants that all third party software products, brands, types, etc., have been recommended based on Vendor's understanding of the County's operating environment and that such third party software products, brands, types, etc., shall operate as demonstrated by Vendor and as documented in Documentation. Vendor and Vendor, Inc. further warrant that they have the right to license said third party software products, brands, types, etc.

Third party hardware. Any and all hardware products, brands, types, etc., that Vendor and Vendor, Inc. are recommending sizing or other parameters for in Attachment 3 shall be warranted to perform satisfactorily (*defined as minimum 98% uptime during normal business hours and maximum 3 second response time to non-query commands*) for two years from the execution of this contract, assuming local or other hardware support contracts are in effect for routine maintenance and diagnostics.

5.26 Warranty of Fitness for a Particular Purpose

The County has presented detailed technical specifications of the particular purpose for which the network and technology is intended. The County has provided detailed descriptions and criteria of how the System can be defined to accomplish this particular purpose. The County has also defined the exact procedures and techniques to be employed in testing whether the System has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about the County's particular purpose, the Vendor at the time this Agreement is in force has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that the County is relying on the Vendor's experience and knowledge of these products to provide those which are most suitable and appropriate. Therefore, the Vendor warrants that the System is fit for the purposes for which it is intended as described in this document.

5.27 Resolution and Response Time Warranty

The County will define and designate a project management team and official Project Manager to act on behalf of the County related to the execution and administration of this contract. Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the County's designated official Project Manager:

1. **Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.**
 - a. Response to first call time limit – within two (2) business hours.
 - b. Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business day.
 - c. If Vendor and County are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Vendor' support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. County acknowledges that programmers will not be available at that time.
 - d. Penalty for not adhering to time limits - County shall receive a three percent (3%) credit against the quarterly Support fees, per incident.
2. **Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.**
 - a. Response to first call time limit – within four (4) business hours
 - b. Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week
 - c. Penalty for not adhering to time limits - County shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

3. **Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.**
 - a. Response to first call time limit – within twenty-four (24) business hours
 - b. Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week
 - c. Penalty for not adhering to time limits - County shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

5.28 Continuity of Warranty

County may continue the Warranty protection by purchasing and paying for on-going Annual Support services described below. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions (Sections 25-27) shall remain in effect, in perpetuity (except for the “Third party hardware” clause above), as long as payments for Annual Support are kept current.

5.29 Formal Verification for Final Acceptance of Modules

Per the implementation schedule in Attachment X (to be jointly developed and to be made part of this Agreement), County and Vendor shall schedule acceptance testing on a module-by-module basis. Any given module shall be deemed as Finally Accepted only after passing formal acceptance testing, or when used in live, non-paralleled operation for 120 consecutive days (County may run modules in parallel with existing systems for up to 120 days). The testing will be based on Documentation, and other conditions mutually agreed to by both parties, and acceptable hardware performance standards (see Additional Warranties clause). Should the test fail, County shall give Vendor notice of non-acceptance describing in reasonable detail the material failure. Vendor shall be granted 30 days to cure non-acceptance condition(s) and another acceptance test shall then be scheduled. This procedure may be repeated should County decide to do so. Note that all modifications, interfaces, report writer files, etc., programmed by Vendor shall be subject to individual acceptance testing as described herein. Should Vendor fail two tests, the County reserves the right to schedule additional tests or to invoke the Non-Performance Escalation Procedures clause herein. The right to determine Final Acceptance will be held by the County’s officially designated Project Manager.

5.30 Final Acceptance of the System

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

5.31 Standard Forms and Contracts

Any forms and contracts the Vendor(s) proposes to include as part of any agreement resulting from this proposal response between the Vendor(s) and the County must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. County reserves the right to accept or reject in whole or in part any form contract submitted by a Vendor and/or to require that amendments be made thereto,

or that an agreement drafted by the County be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements. The County will negotiate any and all contracts/agreements and prices/fees with the finalist Vendor, if doing so is deemed in the best interest of the County.

5.32 Password Security

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

5.33 Non-Performance Escalation Procedures

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

5.34 Legal Jurisdiction/Litigation

Vendor and County mutually agree to submit themselves solely to the jurisdiction of Superior Court of Muskegon County, MI with respect to suits, and other court actions arising in connection with this Agreement. The Agreement shall be governed by the laws of the State of Michigan. Should any litigation be commenced, including proceedings in a bankruptcy court, between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorneys' fees and court costs incurred by reason of such action.

5.35 Replication of Software

County shall not copy the Software for any purposes other than for back up or disaster recovery. County has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the Support Agreement (see Attachment X) or warranties herein.

5.36 Non-Collusion

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

5.37 Annual Support Fees

Support fees shall not be increased by an annual average percentage greater than the annual CPI-W or 3%, whichever is less, for as long as annual support fees are paid and the license agreement between the County and the Vendor is in effect.

5.38 Payment Terms

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

5.39 Travel Expense Reimbursement

All travel expense costs must be included in the Vendor's fixed price cost. County will not make a separate payment for reimbursable expenses. County shall not be liable for additional travel costs incurred by Vendor for any reason.

5.40 Source Code

Vendor 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 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 County for County's use if Vendor files for bankruptcy or protection from creditors in a court of law. County shall then have full rights to use source code for any purposes other than resale.

5.41 Programming Services

County may during the implementation period or thereafter require modifications, interfaces, conversion, report writer, etc., or other additional services from Vendor. Vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs for County approval before any work is initiated by Vendor. Vendor will not proceed with any such work without the written approval of County. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without providing written justification to County, and receiving prior written approval from County. No costs in excess of the approved amount will be paid by County unless approved in advance of fee incurrence. All modifications, interfaces, conversions, report writer, etc., or additional services shall be subject to Final Acceptance before payment is released by the County. Acceptance of the deliverable(s) resulting from each Change Order shall be subject to Final Acceptance in Section 30 of this Agreement.

5.42 Video Taping

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

5.43 Major Releases / Upgrades

County shall be entitled to future releases and upgrades within five (5) years from Final Acceptance, whether of a "minor" or major" nature, of Vendor software for no additional cost beyond the Annual Support Agreement fees delineated in Attachments X and Y.

5.44 Solution Longevity

The Vendor certifies that the solutions prescribed in their proposal response will remain available and supported for a minimum of five (5) years from Final Acceptance and that any material changes to Vendor's company or products will not affect the County's implementation or support of the System.

5.45 Successor Software Products

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

5.46 Invalidity

If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5.47 Civil Rights

A. The Vendor assures that in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86, and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this Vendor.

Assurance is given to County that good faith efforts will be made to identify and encourage the participation of minority, women and handicapper owned businesses in contract solicitations. The vendor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority, women, and handicapper owned business in subcontracting; and (2) making discrimination a material breach of contract.

B. The Vendor assures that it meets the requirements of the Americans with Disabilities Act, Public Law 101-336, enacted July 26, 1990.

C. The Vendor assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F.

5.48 Effective Date

This Agreement will become effective on the date last signed by the County.

6 Proposal Forms

6.1 Introduction

This section contains various forms that should be prepared and submitted along with the vendor's proposal as well as in a separate word document. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms with designation to the appropriate section for submittal:

- Proposal Signature Form – With Cost Proposal
- Non-Collusion Affidavit – Section 13
- Minimum Criteria – Section 13
- Vendor Questionnaire – Section 9
 - o Company Background Form
 - o Technical Requirements Form
 - o Staffing Plan Form
 - o Ongoing Support Services Form
- Client Reference Form – Section 10
- Minimum Contract Terms & Conditions Compliance Checklist – Section 13
- Contract Terms & Conditions Compliance Checklist – Exceptions – Section 12

6.2 Proposal Signature Form

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

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

State payment terms:

State term proposal is held firm for:

State warranty on equipment:

State maximum time required for shipping, F.O.B. Muskegon, Michigan:

PROPOSAL: Financial System Solution

\$

(Total price written)

\$

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

Firm Name: _____

Date: _____

Address: _____

Telephone: _____

Signature: _____

(Person executing response and official capacity)

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PLEASE ATTACH THIS FORM TO THE SEPARATE SEALED COST PROPOSAL

6.3 Non-Collusion Affidavit**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF
THE VENDOR AND FURNISHED WITH EVERY PROPOSAL**

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service, that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law, and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this proposal, all specifications as stated, all bid prices and certify that I am authorized to sign for the bidder.

Vendor: _____

Street Address: _____

City/State/Zip Code: _____

Phone No.: _____

Fax No.: _____

E-mail: _____

Web Site: _____

Signature: _____

Signer's Name Printed: _____

Signer's Title: _____

Date Signed: _____

6.4 Minimum Criteria

As noted in Section 2.21 of this RFP, proposed solutions **MUST** meet all of the following requirements. **Proposals not meeting these requirements will be rejected.** Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

Minimal Criteria	Yes/No
• RFP Response RFP response is submitted by the due date and time.	
• Response Authorization The RFP response is signed by an authorized company officer.	
• Response Completeness Vendor complied with all instructions in the RFP and provided a response to all items requested that includes sufficient detail, such that the proposal can be evaluated. Any deficiencies in this regard will be determined by the County's Purchasing Division to be either a defect that the division will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.	
• Specification Response Format: Vendors must send one electronic copy of the Proposal (PDF or Word), completed specification worksheets in the Excel format provided, completed Pricing Worksheet in the Excel format provided and the Vendor forms in the Word format provided.	
• Relevance of Solution: Minimum of 5 current installations of their software with clients of similar size and complexity of the County of Muskegon with a minimum of 1 installation for a local government agency (e.g. Cities, Townships, Counties, special districts or authorities) within the state of Michigan.	

6.5 Vendor Questionnaire: Company Background Form

Vendor name:	
Software brand name:	
Software version:	
Is vendor prime contractor:	Yes ☐ No ☐

1.	What are the key differentiators of your company and its proposed solution?			
2.	What awards has your company or proposed solution obtained that are relevant to this project?			
3.	What strategic alliance have you made to further strengthen your product and services?			
4.	What is your niche in the marketplace and your preferred customer size?			
5.	Please describe the your commitment to providing solutions for the public sector marketplace:			
6.	How many fully operational customer installations of the financial system proposed to Muskegon County (not other vendor product offerings), has the vendor completed?			
		Location	Michigan	Nationally
		Local government		
		Other public sector		
		Other non-public sector		
		Overall:		
7.	Please state the year the vendor started in the business of selling the proposed solution to local governments:			
8.	Where is the vendor's closest facility to Muskegon, Michigan for which staff provide product support for the software product proposed?			
9.	Where is the vendor's company headquarters?			

10.	Please list the vendor's sales in the previous four years:			
		Year	Sales	
		2010 YTD (please indicate as of date)		
		2009		
		2008		
		2007		
11.	How many total employees does the vendor have in each of the following categories:			
		Area	Number related to proposed product	Overall
		Sales/Marketing		
		Management/Administration		
		Help Desk Staff		
		Development Staff		
		Other		
		Total:		
12.	What is the vendor's hourly rate for implementation assistance beyond that which is included in the vendor bid by skill set?			
		Rates for Additional Implementation Assistance		
		Skill Set	Hourly Rate	
			\$ / hr	
			\$ / hr	
			\$ / hr	
13.	The County intends to invite short listed vendors in during the week of July 18, 2011 for one day software demonstrations. Please indicate at least two, preferably three separate potential visits in which the vendor will commit to being available for an on-site demonstration and your preference (e.g. 1 st Preference, 2 nd Preference, available, unavailable, etc.)			
		Demonstration Date Option	Availability / Preference	
		Monday, July 18, 2011		
		Tuesday, July 19, 2011		
		Wednesday, July 20, 2011		
		Thursday, July 21, 2011		
		Friday, July 22, 2011		
14.	What would be the vendor's preferred comparably sized, site visit location?			

6.6 Vendor Questionnaire: Technical Requirements Form

1.	What Hardware platform does your proposed application software currently operate on and which one are you proposing for this implementation?
2.	What operating system(s) does your proposed application software currently operate on and which one are you proposing for this implementation?
3.	What database environment does your proposed application software currently operate on and which one are you proposing for this implementation.
4.	What imaging environment does your proposed application software integrate with?
5.	What query tool and report write are you proposing?
6.	Describe the minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application such that the County can determine the extent to which existing computers must be upgraded or replaced.

6.7 Vendor Questionnaire: Staffing Plan Form

1.	Use the table provided below to identify the number of County business staff expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by vendors based on their experience in implementing their product in similar environments.																																						
	<table border="1"> <thead> <tr> <th>Project Role</th> <th>Project Responsibilities</th> <th>FTE</th> </tr> </thead> <tbody> <tr> <td>Executive Sponsor(s)</td> <td></td> <td></td> </tr> <tr> <td>Project Manager</td> <td></td> <td></td> </tr> <tr> <td>Project Administrator</td> <td></td> <td></td> </tr> <tr> <td>Functional Process Owners</td> <td></td> <td></td> </tr> <tr> <td>Functional Process Team Participants (per member involvement)</td> <td></td> <td></td> </tr> <tr> <td>Training Coordinator Team Lead</td> <td></td> <td></td> </tr> <tr> <td>Change Management Team Lead</td> <td></td> <td></td> </tr> <tr> <td>Communications Team Lead</td> <td></td> <td></td> </tr> <tr> <td>Other Roles</td> <td></td> <td></td> </tr> <tr> <td>Other Roles</td> <td></td> <td></td> </tr> <tr> <td>Other Roles</td> <td></td> <td></td> </tr> </tbody> </table>			Project Role	Project Responsibilities	FTE	Executive Sponsor(s)			Project Manager			Project Administrator			Functional Process Owners			Functional Process Team Participants (per member involvement)			Training Coordinator Team Lead			Change Management Team Lead			Communications Team Lead			Other Roles			Other Roles			Other Roles		
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6.8 Vendor Questionnaire: Ongoing Support Services Form

1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.																							
2.	Provide the average time to resolve/close registered incidents.																							
3.	Do you provide product upgrades automatically or on demand?																							
4.	How often do you normally release product upgrades or enhancements?																							
5.	Within your implementation professional services department / division (e.g. Project manager, consultants, trainers, etc.) what is the average tenure of those employees with the company?																							
6.	Will the vendor contractually agree to:																							
	<table border="1"> <thead> <tr> <th colspan="3">Contractual Inquiry</th> </tr> <tr> <th>Term / Condition</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Provide <u>on-site</u> staff for training and implementation</td> <td></td> <td></td> </tr> <tr> <td>Non-performance hold-backs?</td> <td></td> <td></td> </tr> <tr> <td>Payment hold-backs until fully operational and formally accepted?</td> <td></td> <td></td> </tr> <tr> <td>Allow the County to approve Vendor staff assigned to help with implementation?</td> <td></td> <td></td> </tr> <tr> <td>One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires</td> <td></td> <td></td> </tr> </tbody> </table>			Contractual Inquiry			Term / Condition	Yes	No	Provide <u>on-site</u> staff for training and implementation			Non-performance hold-backs?			Payment hold-backs until fully operational and formally accepted?			Allow the County to approve Vendor staff assigned to help with implementation?			One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires		
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7.	Describe how your software will be licensed to the County (e.g. site license, named users, concurrent users, etc.)																							

Vendor name:	
Customer name:	
Customer contact:	
Customer phone number:	()
E-mail address	

Describe Nature of Project and Services Provided to This Client:

Configuration of Solution Implemented (Hardware, Software):

6.10 Pricing Forms

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

- Application software
- Other software
- Implementation services
- Training services
- Other implementation services
- Interface services
- Software modifications
- Cost summary with travel , lodging and any applicable discounts

6.11 Minimal Contract Terms and Conditions Compliance Checklist

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

<u>Minimal Contract Terms and Conditions Compliance Checklist</u>				
#	Title	Comply	Exception	Not Comply
1.	Scope of Agreement			
2.	General Conditions			
3.	Insurance			
4.	Entire Agreement Clause			
5.	Identification of Parties to the Agreement Clause			
6.	Agreement Extension and Modification Clause			
7.	Waiver of Contract Right			
8.	Term and Termination Clause			
9.	Applicable and Governing Law Clause			
10.	Confidentiality			
11.	Title and Confidentiality			
12.	Notices Clause			
13.	Survival Clause			
14.	Force Majeure Clause			
15.	Incorporation by Reference			
16.	Risk During Equipment / Software Storage and Installation			
17.	Shipping of Equipment / Software			
18.	Patents, Copyrights, and Proprietary Rights Indemnification			
19.	Nondiscrimination by Vendors or Agents of Vendor			
20.	Subcontractors			
21.	Effect of Regulation			

<u>Minimal Contract Terms and Conditions Compliance Checklist</u>				
#	Title	Comply	Exception	Not Comply
22.	Control of Sub-Contractor, Project Team and Project Manager Designation			
23.	Assignments			
24.	Vendor as Independent Contractor			
25.	Warranty			
26.	Warranty of Fitness for a Particular Purpose			
27.	Resolution and Response Time Warranty			
28.	Continuity of Warranty			
29.	Formal Verification for Final Acceptance of Modules			
30.	Final Acceptance of the System			
31.	Standard Forms and Contracts			
32.	Password Security			
33.	Non-Performance Escalation Procedures			
34.	Legal Jurisdiction/Litigation			
35.	Replication of Software			
36.	Non-Collusion			
37.	Annual Support Fees			
38.	Payment Terms			
39.	Travel Expense Reimbursement			
40.	Source Code			
41.	Programming Services			
42.	Video Taping			
43.	Major Releases/Upgrades			
44.	Solution Longevity			
45.	Successor Software Products			
46.	Invalidity			
47.	Civil Rights			
48.	Effective Date			

6.12 Contract Terms and Conditions Compliance Checklist – Exception Explanations

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

Exception Explanations		
#	Title	Explanation of Exception