



City of Bismarck, North Dakota

**Request for Proposals:
Software and Implementation Services for
Land Records Management System (LRMS)**

Issue Date: December 10, 2012

Due Date and Time: January 25, 2013, 2:00 PM Central Time

Receipt Location:

City of Bismarck
IT/GIS Division – Attn: Wayne Stoppler
P.O. Box 5503
Bismarck, ND 58506

WARNING: Persons obtaining a copy of this RFP must notify the City to be included in the list of entities to be notified of any new information and question responses regarding the RFP. A prospective proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date. There are three files associated with this RFP package, one in Adobe PDF, one in MS Excel and one in MS Word.



Software and Professional Services for Land Records Management System (LRMS)

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ADVERTISEMENT FOR PROPOSALS

The City of Bismarck, North Dakota will receive separate sealed proposals for the following item at the office of the IT/GIS Manager. Proposals will be received and publicly acknowledged at the location, date and time stated below. Only the name of the proposers responding to this request for proposals shall be read aloud.

PROPOSAL TITLE: *Software and Implementation Services for Land Records Management System (LRMS)*

SUBMISSION DEADLINE: *January 25, 2013*

The City of Bismarck, North Dakota seeks proposals from qualified vendors for a Land Records Management System (LRMS) as well as system implementation services. The scope of this request will include, but is not limited to: an implementation project plan, implementation methodology, communication plan, project change management plan, software customization plan, system interface plan, data conversion plan, implementation testing plan, quality assurance plan, pre- and post-implementation support plan, and a training plan. The proposer shall also provide project management resources leading to the successful implementation of the system.

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

The Request for Proposals and Attachments may be obtained beginning **Monday, December 10, 2012** in the office of the IT/GIS Manager located in City/County Building at 221 N. 5th Street, Bismarck, North Dakota 58501. The documents are also available on the City's website at www.bismarck.org on the "Bids and RFPs" page. Interested parties shall submit information as specified in the Request for Proposals to the City of Bismarck before 2:00 PM Central Time on January 25, 2013. Further information or questions can be addressed to Seth Hedstrom at shedstrom@berrydunn.com.

Until the final award by the Bismarck City Commission, said Commission reserves the right to reject any or all bid proposals, to waive technicalities, to re-advertise, to proceed otherwise when the best interest of said Commission will be realized herein. No bid may be withdrawn for a period of at least 180 days after the actual date of opening thereof.

Note: A pre-proposal conference will be held on January 3, 2013 at 10:00 AM Central Time. The conference will be hosted via teleconference as noted in the RFP.

Wayne Stoppler, IT/GIS Manager

1.0 RFP Introduction and Background

1.1 Introduction

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

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

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

1.2 About Bismarck

The City of Bismarck, incorporated in 1875, is North Dakota's state capital and is located in the center of the state in Burleigh County, bounded on the west by the Missouri River. The City currently has a land area of 31.5 square miles and a 2010 census population of 61,272. The City is empowered to levy a property tax on real estate located within its boundaries. The City also has the power by state statute to extend its corporate limits by annexation, which is done periodically by the governing body of the City.

The City operates under a commission form of government, consisting of a president and four commissioners. The governing commission is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, the city administrator, the city attorney and hiring department heads. The city administrator is responsible for carrying out policies and ordinances of the governing body and for overseeing the day-to-day operations of the City. Commission members are elected to a four year staggered term with two commission members elected every two years. The president is elected to a four-year term and also serves as the Mayor of the City.

The financial reporting entity includes all funds of the primary government, the City of Bismarck. There are no component units that are defined as legally separate entities for which the primary government is financially accountable. The City of Bismarck provides a full range of services, such as police and fire protection, sanitation services, construction and maintenance of streets and infrastructure, water and wastewater utility service, solid waste disposal, municipal airport, library, and cultural centers and events.

The City adopts an annual appropriated budget approved by the City's governing body. Activities of the General Fund, Special Revenue Funds and Debt Service Funds are included in the annual appropriated budget in accordance with the North Dakota Century Code (N.D.C.C) and the City of Bismarck's Home Rule Charter. All charges for fees and services are reviewed and adjusted at the time of budget approval by the governing board. A five year capital projects budget is also updated and approved by the governing board.

1.3 Project Objectives

The City of Bismarck is planning to replace its current land records management environment consisting of a mix of manual and paper-based processes with a LRMS system. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- Reliance on manual and paper-based process;
- Lack of integration among City systems;
- Limited workflow capability within City systems;
- Limited online and self-service functionality;
- The City could further leverage document management functionality;
- The City could further leverage remote and mobile access to applications;
- Limited interoperability among departments;
- Limited query and reporting capabilities;
- Lack of a central property file; and
- The City could further leverage the use of GIS data.

In order to address these challenges and others, the City has initiated an enterprise-wide project to adequately plan for, select, and implement a Land Records Management System. Section 2.0, Project Scope, outlines the features and functionality desired in a future LRMS as well as the professional services activities to be a part of implementation.

1.4 City's Consulting Partner

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

BerryDunn will be facilitating activities as part of the procurement, but will have no input into the evaluation scoring. Evaluations and resulting decisions will be made solely by the City of Bismarck.

1.5 RFP Schedule of Events

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

Table 01: RFP Schedule of Events

Event	Estimated Date
Request for Proposals Published	December 10, 2012
Pre-Proposal Vendor Conference	January 3, 2013 at 10:00 AM Central
Deadline for Questions From Vendors	January 9, 2013 at 2:00 PM Central
Final Addendum for Questions Published	January 16, 2013
Deadline for Proposal Submissions	January 25, 2013 at 2:00 PM Central
Pre-Demonstration Vendor Conference(s)	March 6, 2013
Vendor Demonstrations	Week of March 11, 2013
Begin Contract Negotiations	April 29, 2013

1.6 No Obligation

The inquiry made through this RFP implies no obligation on the part of the City of Bismarck.

1.7 Pre-Qualification of Vendors

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

1.8 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

1.9 Partnerships

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

1.10 Incurred Expenses

Neither the City of Bismarck nor any of its offices or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal response or participating in presentations as part of the evaluation procedure.

1.11 Questions and Inquiries

BerryDunn shall be the sole point of contact for the purposes of this RFP. The following table provides the primary contact information.

Table 02: Point of Contact

Point of Contact
Seth Hedstrom, Senior Consultant shedstrom@berrydunn.com 207-541-2212

Questions and inquiries related to this procurement, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to Seth Hedstrom using the contact information in Table 02 above.

All questions and inquiries related to this RFP must reference the RFP or attachment page number and section. Questions shall be concise and numbered. In accordance with the RFP Schedule of Events in Section 1.6, all questions must be received in writing no later than January 9, 2013 at 2:00 PM Central Time. Questions and answers will be publicly published to the City's website in accordance with Section 1.14, Amendments and Addenda. Only questions and answers publicly published through addendum shall be binding.



Proposers shall not contact any City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the proposer's response. The decision to reject a proposal is solely that of the City.

1.12 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any proposer who submits a proposal. Proposers must be available for a presentation to the City on specific dates if selected for software demonstrations.

1.13 Pre-Proposal Vendor Conference

A Pre-Proposal Vendor Conference will be held on January 3, 2013. Vendor Conference shall contact BerryDunn using the information contained in Table 02 (Point of Contact) to request the teleconference information. Due to conference bridge restrictions, vendors are limited to two (2) conference participants per company.

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

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

1.14 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and publicly published to the City's website. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on January 16, 2013.

Only questions and answers documented in an addendum shall be binding.

Each addendum issued will contain an acknowledgement form which shall be signed and returned with proposers' responses.

The City reserves the right to revise the RFP prior to the deadline for proposal submissions on January 25, 2013. Revisions shall be documented in an addendum and publicly published to the City's website.

2.0 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired Land Records Management System.

Table 03: Functional Areas

No.	Functional Area
1	General and Technical
2	Citizen Self-Service
3	Planning and Zoning
4	Permitting and Inspections
5	Code Enforcement
6	Special Assessments

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

2.2 City and Project Staffing

The City intends to have a dedicated Project Manager through implementation. Additional City resource planning has not been completed and will be based on the resource estimates and staffing plan provided by the vendor.

2.3 Number of Users

The City is not currently utilizing an enterprise system to provide the functionality described in this RFP and is not able to project user counts. The City requests vendors project user counts (both total and concurrent) based on metrics about the City and implementation and configuration experience with similar organizations. City metrics are available within Comprehensive Annual Financial Report (CAFR) on the City website.

2.4 Sources of Land Records Information

The City's business processes that utilize land records information include input from a variety of sources that include City maintained databases; City maintained paper data stores and external databases, such as those maintained by the County. The City has developed several databases to manage certain land records information. In some cases, applications leverage these databases and in others the databases exist in MS Access or MS Excel. The following table contains the applications and databases that are maintained by the City to manage land records information.

Table 04: City Applications and Databases

No.	Source	Summary
1	ESRI GIS	The City currently maintains an enterprise license agreement with ESRI for GIS. With the enterprise agreement, all departments have the ability to use GIS data and nearly all do. Updates to GIS layers are centrally managed with staff allocated to focus areas for layer updates. A map gallery is maintained on the City's website that consists of static GIS map postings.
2	BSI	The City is using BSI to calculate assessment data. The calculations are then passed to the City's AS400 system for tax billing; however, several manual steps are required due to challenges with the integration of these two systems. City staff also relies on MS Access to

No.	Source	Summary
		run queries from BSI and MS Excel for computations as BSI does not maintain sufficient cost tables.
3	AS400 Land Databases	The AS400 database is used to support building inspections processes and the tax billing and assessing process. For tax billing and assessing, the AS400 receives data from BSI and then prepared for the County and the posting of market values to the City website.
4	TraCS	The City's Police Department uses TraCS software from Affinity Global Solutions to manage traffic accident reporting.
5	HTE CAD/RMS	The City uses SunGard HTE's computer aided dispatch (CAD) and Records Management System (RMS) system. Public Safety groups maintain address information in CAD and RMS which may not exist in any other database.
6	Zoll RMS	Zoll is the records management system used by the City's Fire Department. Zoll is used for some inspection information and business processes related to fire code enforcement.
7	Logos ERP	The City is using Logos ERP software from New World Systems which contains information associated with accounts receivable customers.
8	MS Access	The City uses MS Access to maintain multiple databases and as a query and report generator for several business processes.
9	MS Excel	While the City has made improvements to reduce the number of instances where critical data is maintained in MS Excel, spreadsheets still exist for certain business processes. In addition, multiple departments utilize MS Excel spreadsheets to track and manage the status of projects and business processes.
10	Master Street Address Guide (MSAG)	Combined communications maintains a Master Street Address Guide in MS Excel that depicts a comprehensive listing of all City streets.

Although there are multiple databases of land records information, the City has a reliance on paper data stores in the current environment. In several instances, business processes have at least one activity that is managed in paper. The following table contains the paper data stores that are used by the City to store specific land records information.

Table 05: City Paper Data Stores

No.	Source	Summary
1	Property Cards	The City currently stores existing property cards for reference and routinely updates paper property cards for commercial properties.
2	Plans from Engineering Firms	Multiple departments maintain paper plans in their original paper form. Updated information is often hand-written on these paper copies and in some cases they are scanned and an updated version kept in an imaged database.
3	Deeds	Paper deeds are maintained in the County Recorder's Office.

Several business processes in the City related to land records management rely upon data that is stored and maintained by external sources. Whether by the County or other agencies, the ability to use this information in a timely and accurate manner is important to the effectiveness and impacts the efficiency of City business processes.

Table 06: External Sources

No.	Source	Summary
1	Burleigh County	The City currently relies on parcel information from the County for parcels outside the City limits.
2	CAD files from Engineering Firms	The City receives CAD files from engineering firms for development projects. The City stores these files and in some cases the files are used for review purposes by multiple departments.

2.5 Current City Technical Environment

The following sub-sections describe these areas of the City's technical environment.

1. Network Infrastructure

The City of Bismarck collaborates with the State of North Dakota for network services. They currently have several switches that tie into the State's network and utilize the State's backbone, while retaining control over their own equipment. All equipment sits behind the State's firewall and relies on the State for connectivity to the Internet. Each of the City's sites utilizes fiber connectivity.

2. Hardware and Operating Systems

Table 07: Hardware and Operating Systems

Level	Specification
Standard Desktop	Windows 7 Professional, Intel Core i5-3470M Processor, 3.20 GHz, Intel HD Graphics 2500, 4 GB DDR3-1600 DIMM Memory, 250 GB 7200 rpm 3.5 1 st Hard Drive, SuperMulti DVDRW Optical Drive, AMD Radeon HD 6350 512MB DH PCIe16.
Performance Desktop	Windows 7 Professional, Intel Core i7-3770M Processor, 3.40 GHz, Intel HD Graphics 4000, 4 GB DDR3-1600 DIMM Memory, 250 GB 7200 rpm 3.5 1 st Hard Drive, SuperMulti DVDRW Optical Drive, AMD Radeon HD 6350 512MB DH PCIe16.
Standard Laptop	Windows 7 Professional, Intel Core i5-3320M Processor, 2.60 GHz, 1600 Mhz, 3 MB L3 Cashe, Intel QM77 Express Chipset, 14.0-inch diagonal LED-backlit HD anti-glare with Webcam, Intel HD Graphics 4000, 4 GB 1600 MHz DDR3 SDRAM, 320 GB 7200 rpm SATA Hard Drive, DVD+RW SuperMulti DL Drive, DualPoint Keyboard, HP Integrated Module with Bluetooth 4.0 Wireless, 802.11abgn 2x2, 56k v.92 Modem, Integrated Fingerprint Reader.
Desktop Replacement Laptop	Windows 7 Professional, Intel Core i7-3520M Processor, 2.90 GHz, 1600 Mhz, 4 MB L3 Cashe, Intel QM77 Express Chipset, 15.6-inch diagonal LED-backlit HD anti-glare with Webcam, AMD Radeon HD 7570M, 4 GB 1600 MHz DDR3 SDRAM, 320 GB 7200 rpm SATA Hard Drive, DVD+RW SuperMulti DL Drive, DualPoint Keyboard, HP Integrated Module with Bluetooth 4.0 Wireless, Intel Centrino Advanced-N 6205, 56k v.92 Modem, Integrated Fingerprint Reader.

2.6 Functional Area Statistics

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

Table 08: Functional Area Statistics

No.	Functional Area/Metric	Statistic
1	Assessing parcel count	23,349
2	Water utility accounts	20,366
3	GIS layers	425

No.	Functional Area/Metric	Statistic
4	Special Assessment improvements	43,684 on 16,242 parcels
5	Building permits, 2012 YTD	2,363
6	Plumbing, Mechanical, Electrical, Drain Field Permits, 2012 YTD	769
7	Building, Plumbing, Mechanical, Electrical, Drain Field Inspections, 2012 YTD	14,289
8	Annexations/Detachments, 2012 YTD	25
9	Subdivisions	43
10	Zoning changes	44
11	Site plans	81
12	Excavation permits, 2012 YTD	708
13	Environmental Health Inspections, 2012 YTD	1,045

2.7 Gap-Fit Analysis

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

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

2.8 Implementation Project Plan

As part of the Project Scope, the selected vendor must develop and provide the City with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

1. **Project Objectives:** This section should include overall project objectives.
2. **Project Deliverables and Milestones:** This section should include a list of deliverables and milestones of the project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the City.
3. **Project Schedule (MS Project):** This section of the Project Plan should identify the dates associated with deliverables and milestones described in Section 3 of the Project Plan. In addition, the Project Plan should reflect project predecessors, successors and dependencies. The City requires the use of Microsoft Project to develop and maintain the project schedule, resource plan and Gantt chart.
4. **Project Management Processes:**
 - a. **Resource Management:** This section of the Project Plan should describe City resources, proposer resources, and the overall project team structure and should include an organizational chart. Each

role identified for the vendor, any subcontractors, and the City should also include a description of the responsibilities related to the identified project role as well as the communication process for each party.

- b. **Scope Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage project scope and the process used to request changes to project scope. It is the City's desire to use the proposed LRMS "as is" and, as such, any changes must be reviewed and approved by the City's Executive Project Team.
 - c. **Schedule Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage the project schedule and the process used to submit requested changes to the schedule. The proposer must ensure that the project schedule is kept current and report any missed milestones to the City.
 - d. **Risk Management:** This section of the Project Plan should describe the approach the proposer will use to document existing project risks, report them to the team, and provide recommendations for mitigating the risk.
 - e. **Quality Management:** This section of the Project Plan should describe the approach the proposer will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the City.
5. **Bi-Weekly Status Reports:** This section of the Project Plan should describe the approach the vendor will use to provide bi-weekly status reports throughout the course of the project. This section should describe the layout of the bi-weekly status report and the expected delivery mechanism that will be used to provide the report to the City and review it on a bi-weekly basis with the City's project manager and appropriate project staff.

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

2.9 Requirements Traceability Matrix

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

2.10 Vendor Project Team Resource Management

Proposers shall provide a preliminary Resource Plan for the Vendor Project Team as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.11 City Project Team Resource Management

Proposers shall provide a preliminary Resource Plan for the City Project Team as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.12 Communication Management Plan

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

As part of the Project Scope, the selected vendor must provide a detailed communication plan that includes discussion of key implementation metrics that will be used to track progress; types of communication methods (i.e., memo, email, one-on-one meetings, project team meetings, stakeholder group meetings, online web progress reporting tools, etc.) that the vendor will use; frequency of these communications; and key vendor points-of-contact with overall responsibility for ensuring these communications are provided as scheduled. This will become a part of the Implementation Plan.

Additionally, the City expects that the vendor will make Key Personnel and staff available for certain meetings either on-site or via teleconference or web-conference that may be required should major issues arise during the implementation that significantly impact the schedule, budget, or implementation of the LRMS.

2.13 Business Process Change Management Plan

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

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

2.14 Software Customization Plan

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

2.15 System Interface Plan

As part of the Project Scope, the selected vendor will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment B, Functional and Technical Requirements. During the gap-fit analysis, vendors will conduct the work necessary to gain an understanding of the existing environment and the complete list of interfaces that will need to be developed. Attachment B contains a list of the potential interfaces at this time.

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

2.16 Data Conversion Plan

As part of the Project Scope, the selected vendor will develop and provide a detailed Data Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The City would like to understand how the proposer will approach developing the data conversion plan, and what processes will be undertaken by the proposer's project team to convert existing data as well as to interface with identified source systems. A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by City or proposer) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The proposer is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and that the proposer shall be responsible for overall data conversion coordination, definition of file

layouts, and data import and validation into the new system(s). Proposers should plan to have converted data ready for the User Acceptance Testing phase of the project.

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

2.17 Testing Plan

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

2.18 Quality Assurance Plan

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

2.19 Pre- and Post-Implementation Support Plan

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

2.20 Training Plan

As part of the Project Scope, the selected vendor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

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

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

Documentation, including training manuals and agendas, will be provided by the proposer before each training session with City staff.

2.21 Deliverables Dictionary

As part of the Project Scope, the selected vendor will develop and provide a "Deliverables Dictionary." The City anticipates the Deliverables Dictionary will be a listing of key project deliverables that includes a brief explanation of the deliverable, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the proposer's project plan. The Deliverables Dictionary, at a minimum, should include the items described in this section.

Proposers shall provide a Deliverables Dictionary as part of responses in accordance with the Submittal Response Format described in Section 4.0.

Proposers shall also complete Attachment E, Ownership of Project Deliverables.

2.22 System Documentation

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

Proposers shall provide sample System Documentation as part of responses in accordance with the Submittal Response Format described in Section 4.0. In addition, proposers shall provide an overview of the system documentation that will be provided as part of system implementation.

2.23 Decision Matrix

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

2.24 Risk Register

As part of the Project Scope, the selected vendor will develop and maintain a documented Risk Register. Such Risk Register will be maintained in a centrally accessible location (i.e., project portal) and be regularly updated. For each risk identified, the vendor shall be responsible to develop an impact summary and a mitigation strategy in a timely fashion.

2.25 Business-Oriented Workflow Diagrams

As part of the Project Scope, the selected vendor will develop and provide documented business-oriented workflow diagrams. The diagrams will depict the to-be business processes in a future environment that leverages the software to be implemented. Such diagrams shall be developed as part of initial system configuration activities as part of business process change management.

3.0 Proposal Evaluation and Award

3.1 Evaluation Process

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

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

The City, at its sole discretion, reserves the right to have system demonstrations with those proposers on the Vendor Short List, or any other vendor. Demonstrations will be conducted at City offices. Time limitations and demonstration requirements will be provided with the notification. The City expects the proposed Project Manager to participate in the demonstrations onsite. Each Evaluation Committee member will score the demonstration.

A Pre-Demonstration Vendor Teleconference will take place on March 6, 2013 for those vendors that have been short-listed. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and vendors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference.

Demonstrations will be assigned a portion of the overall Technical Capability score. The City may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration as well as a demonstration "lab."

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

3.2 Evaluation Criteria

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

Table 09: Evaluation Criteria

Criteria	Description	Maximum Score
Functional & Technical	This criterion considers both the qualifications of the personnel proposed to provide the services solicited by this RFP and the products that are proposed to be used in performing the services solicited by this RFP. In evaluating the proposer's products, the City will consider the business benefits and the business process improvements as a result of implementing the proposer's products.	35 points
Approach	This criterion considers the proposer's understanding of the scope of work and the quality and clarity of the proposer's written methodology and description of the proposed approach to accomplish the work.	20 points
Experience	This criterion considers (1) the proposer's past performance on any projects for similar cities, (2) the results of reference checks, (3) the proposer's experience in providing the services solicited by this RFP as set forth in the proposer's response, and (4) the qualifications of proposed staff.	20 points
Cost	This criterion considers the price of the services solicited by this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers.	25 points

3.3 Best and Final Offer

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest in the City. Such process may be initiated following the publishing of the Vendor Short List or at any other evaluation process step.

Additional processes of scope and cost clarification may be employed as part of the evaluation process.

4.0 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by proposers submitting proposals:

1. The deadline for proposal submissions is established in Section 1.0, RFP Introduction and Background. The proposal deadline is January 25, 2013 at 2:00 PM Central Time. Proposals received after this deadline will not be accepted and will be returned to proposer.
2. Proposers shall submit eight (8) hard copies of the Technical Proposal and eight (8) hard copies of the Cost Proposal under separate covers to the City at the address contained in Table 10. One (1) hard copy of the Technical Proposal and one (1) hard copy of the Cost Proposal should be clearly marked as "Original," and the remaining copies should be clearly marked "copy."
3. Technical Proposals should be provided in three-ring binders with tab separators. Technical Proposals shall not include extraneous marketing materials.
4. Proposers shall submit two (2) electronic versions of the Technical Proposal and two (2) electronic versions of the Cost Proposal on separate CDs to the City along with hard copy proposals. All documentation shall be provided electronically in searchable PDF unless otherwise noted in this RFP.
5. Mailed proposals shall be clearly labeled on the outside of the packaging with the RFP Title.
6. The mailing address for proposals is contained in the following table.

Table 10: Proposal Mailing Addresses

City Mailing Address
City of Bismarck IT/GIS Division – Attn: Wayne Stoppler PO Box. 5503 Bismarck, ND 58506-5503

7. The following table contains the organization guidelines for proposal responses.

Table 11: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.
Tab 1	Transmittal Letter and Executive Summary	4.2
Tab 2	Project Approach and Software Solution	4.3
Tab 3	Implementation Methodology	4.4
Tab 4	Company Background and History	4.5
Tab 5	Key Proposed Personnel and Team Organization	4.6
Tab 6	Project Roles and Responsibilities	4.7
Tab 7	Project Schedule	4.8
Tab 8	Functional and Technical Requirements Response	4.9
Tab 9	Data Conversion Plan	4.10
Tab 10	Quality Assurance Plan	4.11
Tab 11	Deliverables Dictionary	4.12

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.
Tab 12	Sub-Contracting	4.13
Tab 13	References	4.14
Tab 14	Site Visit References	4.15
Tab 15	Response to Narrative Questions	4.16
Tab 16	Exceptions to Terms and Conditions	4.17
Tab 17	Attachments: Required Forms	4.18
Separate Cover	Price Proposal	4.19

4.2 Transmittal Letter and Executive Summary

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

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

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

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

A signature on the Transmittal Letter hereby provides the City of Bismarck acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a proposal in response to this solicitation, a proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

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

Tab 1 should not exceed four pages.

4.3 Project Approach and Software Solution

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

Marketing materials should not be submitted on the proposed functionality.

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

4.4 Implementation Methodology

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

As part of the third tab of the proposal, vendors shall include a proposed project schedule.

Proposers should also include a sample Project Plan as part of the third tab.

4.5 Company Background and History

The fourth tab of the proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Scope of Work. The following points should be addressed in the third tab of the proposal.

1. Total number of employees;
2. Office locations;
3. Total number of active clients;
4. Total number of active government clients;
5. Total number of active city government clients;
6. Total years offering government Land Records Management Systems;
7. Largest active government installation including population;
8. Smallest active government installation including population; and
9. Other products offered by company.

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

4.6 Key Proposed Personnel and Team Organization

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

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

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

The City has a preference to key personnel that hold certifications from the Project Management Institute. Resumes should include any PMP or CAPM certifications held.

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

4.7 Project Roles and Responsibilities

The sixth tab of the proposal should include the proposed resource levels for the City and Vendor Project Teams. The tab shall include the completed Resource Hours Worksheet contained in Attachment D. This completed worksheet shall be provided in MS Excel format.

Vendors shall provide resource hour estimates by system module for each of the project activities contained in the two worksheets. A worksheet is provided for the City Project Team and a second worksheet is provided for the Vendor Project Team. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope.

4.8 Project Schedule

The seventh tab of the proposal should include the proposed project schedule including major milestones, activities, and timing of deliverables. The project schedule shall be in a Gantt chart format developed in Microsoft Project, provided in Adobe PDF format.

4.9 Functional and Technical Requirements Response

The eighth tab of the proposal should include the proposed capability to provide the City's requirements as defined in Attachment B, Functional and Technical Requirements. This tab shall include the completed requirements worksheet in Attachment B. This completed worksheet shall be provided in MS Excel format.

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

Table 12: Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the current software release.
F	Feature/Function will be available in a future software release.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.
N	Feature/Function cannot be provided.

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

4.10 Data Conversion Plan

The ninth tab of the proposal should include the proposed Data Conversion Plan that will ensure the City's desired data is transferred to the new system. The Plan shall include estimated work levels as well as roles and responsibilities related to data conversion, for both the City and the vendor, organized by module.

4.11 Quality Assurance Plan

The tenth tab of the proposal should include the proposed Quality Assurance Plan. This Plan should be based on the proposer's standard approach for achieving quality assurance.

4.12 Deliverables Dictionary

The eleventh tab of the proposal should include a listing of the key project deliverables that includes a brief explanation of the deliverables, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the proposed Project Plan provided in Tab 3. The Deliverables Dictionary should include all items described in Section 2.0, Scope of Work, as well as the vendor's typically provided deliverables.

As part of the eleventh tab, proposals should also identify the ownership of each project deliverable. Ownership should be identified using the roles described in the following table. The resource hours provided as part of Tab 5 should be appropriate based on the roles identified for each project deliverable.

Table 13: Deliverables Ownership Roles

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

A sample format of how the ownership of project deliverables should be included in the vendor's proposal is included in Attachment E, Ownership of Deliverables.

4.13 Sub-Contracting

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

1. Summary of service;
2. Reasons for sub-contracting;
3. Proposed sub-contractor;
4. Detailed sub-contractor responsibilities;
5. Sub-contractor name;
6. Sub-contractor location;
7. Sub-contractor experience;

8. Previous use of sub-contractor; and
9. Any additional relevant information.

4.14 References

The thirteenth tab of the proposal should identify the proposer's references for the project. Proposers shall provide at least five (5) City government clients with whom the proposer has worked during the past three (3) years that are of similar size and complexity to the City of Bismarck. References shall be from City governments that have been live with the current software version for a minimum of two (2) years.

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

In the event the proposer cannot provide the required references, substitution of other organizations should be made to ensure five (5) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

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

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

4.15 Site Visit References

The fourteenth tab of the proposal should include the contact information for three (3) similarly-sized City governments with which the City may conduct site visits.

4.16 Response to Narrative Questions

The fifteenth tab of the proposal should include the proposer's response to the following narrative questions. The total tab length shall not exceed ten pages.

1. Based on information provided in this RFP and experience in working with other cities, what is the proposer's perspective on the most significant risks to this project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the project?
3. How do you propose to keep the project on task?
4. Provide a clear description of project management responsibilities between the City and the Vendor.
5. What is the earliest you can begin implementation after contract signing?
6. Please describe your organization's recommended approach toward retention of legacy data. Please describe what options are available / supported within your proposed solution. Also, please provide any relevant references of organizations that have successfully addressed legacy data with your solution.
7. What other system modules or products would the proposer recommend to be complementary to the Project Scope as described in Section 2.0?
8. Describe how your software product can allow workflow routines to be configured to limit the number of approvals needed for like items. There is a desire from the City to approve certain actions by batch.
9. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
10. What is the name and current release number of the product being proposed?
11. When will the next release be available?
12. Is software licensing based on concurrent usage?
13. How is usage managed for update and viewing users?
14. What are the minimum and optimum PC specifications for system use?

15. What are the minimum and optimum server specifications for system use?
16. What additional hardware specifications are required for system use?
17. Describe the security capabilities and levels of the software.
18. Describe availability and features for any application programming interface (API) within the system.
19. How long does the typical implementation of the product being proposed take for an organization of similar size to the City?
20. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
21. What other applications will the product being proposed integrate with or have integrated with in the past?
22. What sets your firm's product being proposed apart from your firm's competitors?
23. Can the product being proposed be deployed in a decentralized or centralized manner?

4.17 Exceptions to Terms and Conditions

The sixteenth tab of the proposal should include any exception the proposer takes to the terms and conditions set forth in this RFP. It is the City's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

Unless the vendor explicitly describes an exception, the City shall assume there are no exceptions to the terms and conditions or content of this RFP.

4.18 Required Forms

Vendors shall submit the following items as required forms:

1. Preview three (3) years' audited financial statements; and
2. Vendor's preferred standard contract in template format.

4.19 Price Proposal

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

1. The completed Cost Proposal Worksheet as contained in Attachment C. Proposers shall not modify the worksheets in any way. Both the worksheet for the City-Hosted and Vendor-Hosted deployments shall be completed and an explanation of why one deployment is not supported shall be provided. Completed worksheets shall be provided in MS Excel format.
2. The proposer's standard travel and expense policy.
3. Agreement with Payment and Retainage. The proposer shall provide a brief statement of agreement with the Payment and Retainage terms identified in this RFP. If a proposer does not agree with all items, a description should be provided of those items for which exception is taken.

5.0 Contract Terms and Conditions

5.1 Contract Type

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

5.2 Contract Review

The vendor will meet with the City's Contract Administrator not less than once per quarter to conduct a contract and performance review of the vendor. These meetings will be either in person in Bismarck, North Dakota, or via teleconference or web-conference with not less than two in-person meetings per year. This contract and performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

5.3 Contract Changes

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

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

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

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

5.4 Contract Approval

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

5.5 Contract Dispute

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

5.6 Payment and Retainages

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

1. Software Licensing Cost

Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the proposer shall:

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

To the extent possible, the proposer shall show any applicable discounts separately from the prices for products and services. The City requests that the proposer provide separate prices for each functional area/module in the proposed solution. In addition, the City expects software maintenance costs will not increase in the first five years starting from beneficial use of each module. The City will provide payments associated with software license fees on a milestone basis described in the following table.

Table 14: Software Licensing Payment Milestones

Project Milestone (for each phase of the implementation)	License Payment (% of Total)	Associated Test
Project Kick-Off and Project Plan Approval	20%	Kick-Off Meeting has been completed and the City has signed off on the Project Plan deliverable.
Initial System Implementation	20%	Identified users can access the off-the-shelf system from all work stations.
System Configuration Complete	25%	The City has provided formal acceptance that all business requirements have been successfully configured and end users can access the configured test environment. End users are fully trained to undertake UAT activities.
Approval of Go-Live	20%	The City has signed off on the UAT test results.
Acceptance of System	15%	The City has signed off on at least two months of system operations and reports.

2. Implementation Services Cost

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

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

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

- The City will not consider time and materials pricing. Proposers shall provide firm and fixed pricing

based on the functionality described. For each item, indicate if the cost is one-time, annual, or other;

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

All travel expense costs must be included in the proposer's fixed price cost. The City will not make a separate payment for reimbursable expenses. Per Force Majeure, City shall not be liable for additional travel costs incurred due for any reason outside the City's control. The City expects all expenses will be billed in alignment with GSA/IRS Federal Per Diem rates for North Dakota.

3. Annual Maintenance Cost

Annual maintenance costs include the annual maintenance and support fees for the application environment. The City will not pay maintenance fees on functional areas until City sign-off has been provided to approve live operation for one year after go live. The City expects software maintenance costs will not increase in the first ten years upon live operation. The City is interested in vendors submitting a cost option based on a lump-sum payment for five years of maintenance.

5.7 Taxes and Taxpayer Information

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

5.8 Federal Requirements

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

5.9 Confidential Information

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

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

5.10 City Property

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

5.11 Warranty

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

5.12 Source Code

Selected vendors shall place source code for the software modules licensed by the City in escrow with an independent third-party (with whom a separate escrow agreement will be entered into by City at no additional cost to the City). The source code shall be kept current with the releases / version of the software in live use at the City. The source code shall revert to the City for the City's use if the vendor files for bankruptcy or protection from creditors in a court of law. The City shall then have full rights to use source code for any purposes other than resale.

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

5.13 Insurance Requirements

1. Amounts of Insurance

The selected vendor agrees to provide and maintain the types and amount of insurance contained in the following table, for the term of the executed contract:

Table 15: Amounts of Insurance

No.	Type	Amount
1	Workers' Compensation and Employer's Liability	<u>Statutory Limits</u> : \$100,000 per occurrence
2	Commercial (Public Liability) including but not limited to: A. Premises/Operations B. Independent Contractors C. Personal Injury D. Products/Complete Operations E. Contractual Liability (insuring above indemnity provisions)	<u>Bodily Injury</u> : \$500,000 per person and \$1,000,000 per occurrence and <u>Property Damage</u> : \$500,000 per occurrence with <u>General Aggregate</u> : \$1,000,000
3	Business (Commercial) Automobile Policy	Combined Single Limit/\$500,000

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

2. Other Insurance Requirements

The selected vendor agrees that it is its sole responsibility to provide the required Certificate of Insurance and that failure to comply within ten (10) business days following notice of award and according to the requirements of this RFP shall be a cause for termination of the contract.

Insurance requirements herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of North Dakota. All policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and providing company.

Insurance requirements by this contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

The selected vendor further agrees that with respect to the above required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except workers' compensation.

2. Be provided with a waiver of subrogation, in favor of the City on all required insurance.
3. Be provided with an unconditional 30 days advance written notice of cancellation or material change.
4. Prior to execution of an agreement, be provided through the office of the City Secretary, with either their original Certification of Insurance or their insurance policy evidencing the above requirements.

5.14 Conflict of Interest

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

5.15 Pending and Recent Litigation

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

5.16 Proposer's Certification

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

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

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

5.17 Offer Held Firm

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

5.18 Amendment/Withdrawal of Proposals

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

5.19 Alternate Proposals

Proposers may not submit alternate proposals for evaluation.

5.20 Sub-Contractors

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

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

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

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

5.21 Joint Ventures

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

5.22 Right of Rejection

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

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

5.23 Clarification of Proposals

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

5.24 Rights to Submitted Material and Public Information

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

5.25 Protests

An interested party may file a protest regarding any aspect of this solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with City policy.

5.26 Contract Negotiation

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

If contract negotiations are commenced, they will be held at City of Bismarck office locations at a date and time to be determined.

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

5.27 Failure to Negotiate

If the selected proposer:

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

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

5.28 Hold Harmless

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

5.29 Assignment or Subcontract

Neither party shall assign any right or interest, nor delegate or subcontract any obligation owed without the written consent of the other.



Forms

See MS Word document *"Bismarck LRMS RFP - Forms.docx"*



Worksheets

See MS Excel spreadsheet "Bismarck LRMS RFM - Worksheets.xlsx"