

**REQUEST FOR PROPOSAL
#6850**

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

FOR

**Washtenaw County's
Finance, Human Resources, and
Infrastructure Management Departments**

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104
Beth A. Duffy, CPPB



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104

Phone (734) 222-6760, Fax (734) 222-6764

www.purchasing.ewashtenaw.org

RFP #6850

July 17, 2015

Washtenaw County Purchasing Division on behalf of the **Finance, Human Resources, and Infrastructure Management Departments** (Washtenaw County Departments) is issuing a sealed RFP #6850 for Software and Implementation Services for an Enterprise Resource Planning (ERP) System. Effective July 1, 2015, the County has a new Local Vendor Preference (LVP) policy. Information is enclosed as Attachment H explaining the criteria as well as the vendor certification and affidavit.

Sealed Proposals: Vendor will deliver one (1) **unbound original** and three (3) **bound copies each with the pricing clearly marked/flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD with all proposal documents in their native format as provided in the RFP to the location specified below:

**Washtenaw County Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104**

By August 21, 2015 at 2:00pm EST

Attendance at the Pre-Proposal Teleconference is not mandatory; however, bidders are strongly encouraged to attend.

July 31, 2015 at 1:00pm (EST)

See Section III (I) for additional details regarding the teleconference event.

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager. The mere fact that the Proposal was dispatched will not be considered; the Bidder must insure that the Proposal is actually delivered. It shall be the Bidder's sole risk to assure delivery at the designated office by the designated time. Unless waived by the Purchasing Manager, late proposals will not be opened and may be returned to the Bidder at the expense of the Bidder or destroyed if requested. Offers received by the correct date and time shall be publicly opened and read. At the

public opening, there will be no disclosure of contents to competing firms, and all Proposals will be kept confidential during the negotiation process.

- Your proposal submission envelope(s) must be clearly marked *including FedEx & UPS package labels* "**SEALED RFP #6850**"
- Please direct any purchasing and procedural questions, technical questions, or other inquiries regarding this RFP **via e-mail only** to:

l-rfp6850@listserver.ewashtenaw.org

Thank you for your interest.

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Section I: Proposal Definitions

“Addenda”	Written instruments issued by Washtenaw County prior to or after the date for receipt of proposals which modify or interpret the Request for Proposal (RFP) documents by addition, deletions, clarification or corrections.
“Bidder”	An individual or business submitting a bid to Washtenaw County.
“Contract Documents”	The Request for Proposals, submitted proposal, including any diagrams, blueprints, Addenda, and a form of agreement between the County and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.
“Contractor/Vendor”	One who contracts to perform services in accordance with a contract.
“County”	Washtenaw County in Michigan.
“Days”	Calendar days unless otherwise specified in the RFP or Contract Documents.
“Department”	Refers to the Finance, Human Resources, and Infrastructure Management Departments.
“Project”	The implementation of the selected software solution resulting from this RFP.
“Project Scope”	Scope of services to be provided by the Contractor.
“Proposal”	A complete and properly signed proposal to provide goods, commodities, labor or services for the sum stated and submitted in accordance with the Request for Proposal.
“Resource Plan”	Resources needed to perform Project activities.
“Services/Work”	All services to be performed by the Contractor to successfully complete the System Implementation to the satisfaction of the County.
“Subcontractor”	Any individual, corporation, company, or other entity who contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with the County.

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Section II: Terms

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County's specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 270 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- D. In the event it becomes necessary to revise any part of the RFP, Addenda will be provided. All clarifications and RFP revisions will be documented in Addenda. Only questions and answers documented in an Addendum shall be binding. Any Addendum to this RFP will be issued in writing; no oral statements, explanations, or commitments shall be provided. Each addendum issued will contain a Receipt of Addenda Form (Attachment F) which must be signed and returned with Bidder's Offer. Failure to return the signed Receipt of Addenda form may result in disqualification of the Bidder from the process. Deadlines for submission of proposals may be adjusted to allow for revisions.
- E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP in compliance with the Submittal Requirements identified in this RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*
- F. Local Vendor Preference – A policy adopted by the Washtenaw County Board of Commissioners (BOC) that shall govern the procurement of goods, services and food from local vendors located in Washtenaw County and the State of Michigan. The intent of the BOC is to encourage and promote economic growth and regional job development. The policy shall be applied to Washtenaw County operated programs as allowed, except those that are federally funded directly or indirectly. All other Procurement Policies and Procedures remain in full effect. Please see Attachment H for information on the Local Vendor Preference.

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- G. CONFLICT OF INTEREST. CONTRACTOR warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either CONTRACTOR'S private interests or Services under this request, CONTRACTOR will inform the County regarding possible conflict of interest which may arise as a result of the change. CONTRACTOR also affirms that, to the best of CONTRACTOR'S knowledge, there exists no actual or potential conflict between a County employee and CONTRACTOR. Bidder 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 Bidder or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest.
- H. The bidder shall be responsible for all costs incurred in the development and submission of this response. The County will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Bidder's product. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.
- I. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

Section III: RFP Background and Introduction

- A. **Introduction:** This Request for Proposals (RFP) is intended to solicit proposals from bidders capable of satisfying Washtenaw County's needs for software and professional services to implement an Enterprise Resource Planning (ERP) Software System. Bidder's responses will be evaluated and ranked based on the criteria described in this RFP. If a system is available that meets the County's needs, the County may then enter into contract discussions with the selected bidder. In addition to soliciting written responses, this document provides information to assist bidders in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:
- a. Provides information essential to soliciting meaningful recommendations and realistic commitments from the bidders;
 - b. Specifies the desired format and content of proposals in response to this RFP;
 - c. Outlines the County's evaluation and selection procedures;
 - d. Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
 - e. Establishes a performance standard for the selected bidder.

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 "bidder" are considered to have the same meaning.

- B. **About Washtenaw County:** Washtenaw County is located in southeast Michigan, covering an area of 720 square miles. Its 27 cities, villages and townships are home to about 354,000 citizens in urban, suburban, and rural settings. This mix of different settings provides many opportunities for education, recreation, business, agricultural, and home life. The two largest cities are Ann Arbor and Ypsilanti, homes to two large universities - the University of Michigan in Ann Arbor and Eastern Michigan University in Ypsilanti.

The County government is responsible for providing a wide array of governmental services for its citizens including building inspections, planning and community development, economic development, parks and recreation, libraries/culture, police and fire services, emergency medical services, courts, and health and social services.

- C. **Project Objectives:** Washtenaw County is planning to replace its current software system environment that supports various business processes with a new Enterprise Resource Planning (ERP) Software System. In doing so, the County seeks to address several challenges in the current environment, including but not limited to:
- a. There are limited automated workflow processes implemented at the County.

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- b. An overall lack of functionality in the current system has created the need for manual processes.
- c. Functionality does not exist to support the grant application and tracking process.
- d. There is limited query and reporting capabilities in the current system.
- e. There is a reliance on internal resources to develop and maintain numerous in-house applications.

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

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

- D. County’s Consulting Partner:** The County has retained Berry Dunn McNeil & Parker (BerryDunn) as a consulting partner. The role of BerryDunn is to provide information and analytical services to support the system selection project.

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 County.

- E. No Obligation:** The inquiry made through this RFP implies no obligation on the part of the County to award a contract or complete any specific project. The County reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the County.

- F. RFP Schedule of Events:** The following RFP Schedule of Events represents the best estimate of the schedule the County will follow. The County has performed extensive planning work and intends to meet the dates set forth below. Bidders are encouraged to hold the demonstration dates listed. The County has an aggressive schedule for implementation and must stay on the schedule in order to meet its implementation goals.

Table 01: RFP Schedule of Events

Event	Estimated Date
Request for Proposals Published	July 17, 2015
Pre-Proposal Vendor Teleconference	July 31, 2015 @ 1pm (EST)
Deadline for Questions From Vendors	August 10, 2015 @ 2pm (EST)
Final Addendum for Questions Published	August 13, 2015
Deadline for Proposal Submissions	August 21, 2015 at 3pm (EST)
Short List Vendors notified	Week of September 7, 2015
Vendor Demonstrations	Weeks of September 28, and October 5, 2015
Regret Letters Mailed	October 26, 2015

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Event	Estimated Date
Protest Period Ends	November 5, 2015
Begin Contract Negotiations	November 2015

- G. **Pre-Qualification of Vendors:** The County does not employ a pre-qualification process. No Bidders are either pre-qualified or precluded from responding to this RFP.
- H. **Minimum Qualifications:** In order for Proposals to be evaluated and considered for award, Proposals must be deemed responsive, and shall conform in all material respects to the requirements stated by the RFP. Bidders must document and validate their capability to fully perform all requirements defined by the RFP. Factors to be considered include, but may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.
- I. **Pre-Proposal Vendor Teleconference:** A non-mandatory vendor pre-proposal teleconference will be held on July 31, 2015 at 1pm EST. Vendors are required to request the teleconference number and passcode through the point of contact listed in Table 02 this RFP. Due to teleconference bridge restrictions, interested parties are limited to two (2) conference participants per company.

The format of the Pre-Proposal Teleconference will be an overview presentation of the RFP, the RFP Schedule of Events, and additional topics. Following the presentation, Vendors will be able to ask questions related to the RFP or the overall process. The County will attempt to answer all questions at that time, but answers provided shall not be binding. The County will issue an addendum with all questions asked (verbally or electronically) during the conference and their respective answers. This addendum will be posted on the County purchasing website.

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

- J. **Questions and Inquiries:** It shall be the responsibility of the Bidder to inquire about any portion of the RFP that is not fully understood and susceptible to more than one interpretation. Written inquiries are required. All questions concerning the RFP must reference the page number, section heading, and paragraph, if applicable. Please submit questions via email to:

l-rfp6850@listserver.ewashtenaw.org

and Bidders shall place "Bid #6850 RFP Question" in the subject line. Oral communications will not be accepted.

The following table provides the primary contact information.

Table 02: Point of Contact

Point of Contact
Washtenaw County l-rfp6850@listserver.ewashtenaw.org

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In accordance with the RFP Schedule of Events in Table 01, all questions must be received in writing no later than August 10, 2015 at 2:00 p.m. Eastern Time. Questions and answers will be issued in accordance with this section and Section II(D) Only questions and answers publicly published through Addenda shall be binding. All Amendments and Addenda will be posted to the County website.

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

- K. **Partnerships:** Bidders are permitted to establish partnerships to fully provide all requirements defined by the RFP. Vendors engaged in a partnership shall submit a single Proposal in response to this RFP. Partnerships shall be clearly defined by Proposal responses. Such definition shall identify the entity in the partnership deemed to be the Prime Vendor. It is expected that any item in the Proposal response guidelines that relates to an individual Bidder's capabilities shall be responded to for each Vendor in the partnership.

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Section IV: Special Requirements/Terms and Conditions

- A. **Contract Type:** The resulting contract from this RFP shall be a not-to-exceed based contract. The initial contract price will be based on prices submitted by the Selected Vendor, subject to contract negotiations with the County, and remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. The County must be notified in a timely manner of all proposed price increases.
- B. **Contract Term:** The Agreement shall be effective upon the date the Agreement is signed by both the County and the Vendor and expire upon completion of the services covered by the Agreement. This Agreement may be terminated by the County or the Vendor upon thirty (30) days written notice of such termination. In the event of termination of the Agreement, there shall be no further obligation on the part of the County to the Vendor save and except for payment of sums due and owing for expenses and work incurred by the Vendor prior to the date of termination.
- C. **Independent Contractor:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Vendor as the agent, representative or employee of the County for any purpose or in any manner whatsoever. The Vendor is to be and shall remain an independent contractor with respect to all services performed under this contract.

The Vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the Vendor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor, its officers, agents, contractors or employees shall in no way be the responsibility of the County; and the Vendor shall defend, indemnify and hold the County, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including, without limitation, tenure rights, medical and hospital care, personal and vacation leave, workers' compensation, unemployment compensation, disability, and severance pay.

- D. **Rights of Use:** The Vendor agrees that the County will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Vendor or anyone acting on behalf of the Vendor as a result of this contract.
- E. **Nondiscrimination Clause:** During the performance of this Agreement, the Vendor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public

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assistance. The Vendor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- F. **Indemnification:** The Vendor shall defend, indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the successful Vendor's, including the successful Vendor's officials, agents, employees and sub-contractors performance of the duties required under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or to the injury to or the destruction of property, including a loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission or willful misconduct of the Vendor.
- G. **Entire Agreement:** The executed Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of the executed Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The provisions of the executed Agreement are severable. If any portion hereof and in the executed Agreement is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same Agreement. Any waiver by either party of a breach of any provisions of the executed Agreement shall not affect, in any respect, the validity of the remainder of the executed Agreement.
- H. **ADA:** The Vendor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor agrees to hold harmless and indemnify the County from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor.
- I. **Audit:** All books, records, documents and accounting procedures and practices of the successful Vendor relevant to the Agreement shall be subject to examination at all times by the County.
- J. **Laws:** The Vendor will comply with all applicable local, state, and Federal laws, ordinances and regulations in the performance of the Agreement. The Contract will comply with and be governed by all laws of the State of Michigan. Any violation shall constitute a material breach of the executed Agreement.
- K. **Data Practices:** The Vendor will comply with all applicable provisions of Michigan's Social Security Privacy Act and the Washtenaw County Security Policy.

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- L. **Mediation:** The County and the Vendor agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, the mediation shall be non-binding. In the event mediation is unsuccessful; either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

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

- N. **Signature/Execution:** The person signing this Agreement (hereafter "Signatory") represents and warrants that the Vendor has authorized him/her to execute this Agreement on its behalf and agrees to be bound by its terms and conditions, including the agreement of the Vendor to indemnify and hold the County harmless. In the event the Vendor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Vendor, as set forth herein, personally.

- O. **Contract Review:** The Vendor will meet with the County's Implementation Project Manager not less than once per quarter to conduct a contract and performance review of the vendor. These meetings will be either in person in Ann Arbor, Michigan, 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.

- P. **Contract Changes:** Written requests for price increases must be submitted in writing to the County. Any increase will be based on the Vendor's actual documented cost increase only, and must not constitute increases in profit. At the option of the County, (1) the request may be granted; (2) the contract may be cancelled and solicitation may be re-advertised; or (3) continue with the contract without change.

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

If a price increase is approved, the County will issue an amendment to the Agreement 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.

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

- Q. **Contract Approval:** This RFP does not, by itself, obligate the County to award a contract. The County's obligation will commence following the County Board's approval of a contract. Upon written notice to the Vendor, the County may set a different starting date for the contract. The County will not be responsible for any work done by the Vendor, even work done in good faith, if it occurs prior to the execution of the contract by both parties.
- R. **Taxes and Taxpayer Information:** The awarded Vendor must provide a valid W-9 form within five (5) days of notification of award. The County is exempt from paying local, state, or federal taxes.
- S. **Federal Requirements:** The Vendor must comply with all known federal requirements that apply to the Proposal, the evaluation, and the contract.
- T. **Confidential Information:** Any written, printed, graphic, or electronic or magnetically recorded information furnished by the County for the Bidder's use is the sole property of the County. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning County employees, products, services, prices, operations, security measures, and subsidiaries.

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

- U. **Warranty:** A warranty is sought for both the software and implementation services. It is assumed that Bidders 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.
- V. **Source Code:** The Selected 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 the County). The source code shall be kept current with the releases / version of the software in live use at the County. The source code shall revert to the County for the County's use if the Vendor files for bankruptcy or protection from creditors in a court of law. The County shall then have full rights to use source code for any purposes other than resale.

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

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W. Insurance Requirements

a. Amounts of Insurance

The Vendor shall maintain insurance coverage in the amounts shown below during the entire term of the contract. The County shall be named as an additional insured on said commercial general liability policy and certificates of said insurance evidencing all of the coverages listed below shall be provided to the County before any work on this Project may commence. The Vendor shall not allow any sub-contractor to commence work until all insurance has been obtained and copies have been filed and accepted by the County. The Vendor shall be responsible for maintaining a valid certificate of insurance referencing the limits included below on file with the County.

Table 03: Amounts of Insurance

No.	Type	Summary
1	Commercial General Liability	Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
2	Automotive Liability	Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
3	Workers Compensation	Minimum \$100,000 each accident of any employee.
4	Professional Liability	Minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

The Vendor must notify the County in writing thirty (30) days prior to cancellation or change in terms of the above insurance coverage. All insurance must be provided at the Vendor's expense and at no additional cost to the County.

b. 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 Agreement.

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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 Michigan. All policies shall be subject to examination and approval by the County Attorney's office for their adequacy as to form, content, form of protection, and providing company.

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

- X. **Pending and Recent Litigation:** Bidders 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.
- Y. **Bidder's Certification:** By signature on the Proposal, the Bidder certifies that it complies with:
- a. The laws of the State of Michigan and is licensed to conduct business in the State of Michigan;
 - b. All applicable local, state and federal laws, codes and regulations;
 - c. All terms, conditions, and requirements set forth in this RFP;
 - d. A condition that the Proposal submitted was independently arrived at, without collusion; and,
 - e. 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 Bidder fails to comply with the provisions stated in this paragraph, the County reserves the right to reject the Proposal, terminate the contract, or consider the Bidder in default.

- Z. **Offer Held Firm:** Proposals must remain open and valid for at least 270 days from the deadline specified for submission of Proposals. In the event award is not made within 270 days, the County will send a written request to all Bidders deemed susceptible for award asking Bidders to hold their price firm for a longer specified period of time.
- AA. **Amendment/Withdrawal of Proposals:** Bidders may amend or withdraw Proposals prior to the deadline set for receipt of Proposals. No amendments will be accepted after the deadline unless they are in response to a request of the County. After the submittal deadline, Bidder may not modify, withdraw or cancel their Proposals for a minimum of ninety (90) days following the date. Bidders may make a written request to withdraw Proposals and provide evidence that a substantial mistake has been made. The Purchasing Department may permit withdrawal of the Proposal upon verifying that a substantial mistake has been made, and the County may retain the Bidder's bid bond or other bid type of bid security, if one was required.

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- BB. **Alternate Proposals:** Bidders may not submit alternate Proposals for evaluation.
- CC. **Subcontractors:** Subcontractors may be used to perform work under the Agreement. If the Bidder intends to use subcontractors, the Bidder 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 Bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the County's request:

- a. Complete name of the subcontractor
- b. Complete address of the subcontractor
- c. Type of work the subcontractor will be performing
- d. Percentage of work the subcontractor will be providing
- e. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of Michigan business license
- f. 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
- g. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the County for all services contracted by the Bidder under this RFP

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

- DD. **Right of Rejection:** The County reserves the right to reject any Proposal, in whole or in part. Proposals received from debarred or suspended Vendors will be rejected. The County may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP.

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

- EE. **Contract Negotiation:** After final evaluation, the County may negotiate with the Vendor 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 Vendor fails to negotiate in good faith, the County may terminate negotiations and negotiate with the Vendor of the next highest-ranked Proposal.

If contract negotiations are commenced, they will be held at a County office location at a date and time to be determined.

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

FF. **Failure to Negotiate:** If the selected Bidder:

- a. Fails to provide the information required to begin negotiations in a timely manner;
- b. Fails to negotiate in good faith;
- c. Indicates it cannot perform the contract within the budgeted funds available for the Project; or,
- d. If the Bidder and the County, after a good-faith effort, cannot come to terms; then

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

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

HH. **Statutory Information:** Any consulting agreement resulting from this RFP shall be construed in accordance with the laws of the State of Michigan. Any litigation between the parties arising out of, or in connection with the contract shall be initiated in the court system of the State of Michigan.

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

II. **Assignment or Subcontract:** Neither party shall assign the executed Agreement, or any interest arising therein, without the written consent of the other party.

JJ. **Standards of Conduct:** The County conducts business with the public, business partners, Vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County.

KK. **Use of County Equipment, Facilities and Resources:** Use of County equipment, facilities and resources is authorized only for County purposes and for those activities permitted by County ordinance and policy. The use of any and all County property must be approved in advance. Please do not ask employees to use County equipment to run errands or perform tasks for your benefit. Employees may not perform tasks, nor conduct any business not related to their official duties while on County time.

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Section V: Award

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications, based upon the evaluation criteria identified in this section. However, the award may not be based solely on low bid alone.

- A. **Evaluation Process:** The County’s Evaluation Committee will initially review and evaluate each Proposal received to determine the Bidder’s ability to meet the requirements of the County. The evaluation criteria described in Section 4(B) will be the basis for evaluation.

The Evaluation Committee will determine the Bidders best suited to meet the needs of the County based on the scoring of the evaluation criteria. These Bidders will form the “Bidder Short List.”

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

A Pre-Demonstration Bidders Teleconference will take place for those Bidders that have been short-listed. The demonstration schedule and script will be provided to these Bidders in advance of the Pre-Demonstration Bidders teleconference and Bidders 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.

The County may elect, at its sole option, not to conduct discussions or demonstrations with Bidders. Demonstrations will involve a scripted demonstration as well as a demonstration “lab.”

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

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

Table 04: Evaluation Criteria

Criteria	Description	Weight
Functionality*	This criterion considers the ability of the proposed software to meet the County’s functionality needs. This includes the ability to meet the Functional and Technical Requirements for the functional areas that are proposed.	40%

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Criteria	Description	Weight
Technical*	This criterion considers the ability of the proposed software to align with the County's preferred technical specifications and interface requirements. This criterion will also consider the level of integration among proposed system modules.	15%
Approach*	This criterion considers the Bidder's understanding of the scope of work and the quality and clarity of the Bidder's written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Bidder's approach to training and support.	15%
Experience*	This criterion considers the Bidder's experience in providing the services solicited by this RFP as set forth in the Bidder's response.	15%
Cost	This criterion considers the price of the services solicited by this RFP. Bidders will be evaluated on their pricing scheme as well as on their price in comparison to the other Bidders.	15%

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

The firm submitting the selected Proposal will be required to sign an agreement with the County based on their proposal. All parties who submit Proposals will be notified of the County's decision regarding selection. Prior to a decision being made by the County, Bidders will only be notified if they have been short-listed, and notification will not be provided to those vendors who have not been short-listed.

C. Negotiations and Contract Execution: The County reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the County and the Contractor(s) are unable to agree upon all contract provisions, the County reserves the right to cease negotiations, and select another Vendor, or to reject all Proposals.

D. Contracting Ethics:

- a. No elected official or employees of the County who exercise any responsibility in the review, approval, or implementation of the Proposal shall participate in any decision which affects his or her direct or indirect financial interests.
- b. It is a breach of ethical standards for any person to offer, give, or agree to give any County employee or Board person, or for any County employee or Board person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special,

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preferential, or more favorable treatment than is normally accorded the general public.

- c. The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the County.
- d. The Vendor shall not accept any private client or Project that may place it in ethical conflict during its representation of the County.

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Section VI: Submittal Response Format

A. Submittal Organization Guidelines:

The following table contains the organization guidelines for Proposal responses.

Table 05: Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section	Sec. No.
Tab 1	Transmittal Letter and Executive Summary	B
Tab 2	Project Approach and Software Solution	C
Tab 3	Implementation Methodology	D
Tab 4	Company Background and History	E
Tab 5	Key Proposed Personnel and Team Organization	F
Tab 6	Project Roles and Responsibilities	G
Tab 7	Project Schedule	H
Tab 8	Functional and Technical Requirements Response	I
Tab 9	Data Conversion Plan	J
Tab 10	System and Application Architecture	K
Tab 11	Software Hosting	L
Tab 12	Testing and Quality Assurance Plan	M
Tab 13	Training Plan	N
Tab 14	Deliverables Dictionary	O
Tab 15	Sub-Contracting	P
Tab 16	References	Q
Tab 17	Site Visit References	R
Tab 18	Response to Narrative and Collaboration Questions	S
Tab 19	Exceptions to Terms and Conditions	T
Tab 20	Attachments: Required Forms	U
Tab 21	Price Proposal	V

B. 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 Bidder's primary contact information, including the following:

- a. Name of the Offeror representative
- b. Title
- c. Name of company

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- d. Address
- e. Telephone number
- f. E-mail address, and
- g. Signature of authorized officer of the firm

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

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

- C. **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 VII, 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 County has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements in Attachment B.

Bidders should also include a description of the product roadmap in the second tab. This should describe plans for software development for a minimum of the last year, current year, and next year. Additional years are desired.

Bidders should also include the following completed table in their response:

Table 06: Proposed Software Solution

Proposed Software Solution	
Product Component/Suite	
Time on Market	
Release date of most current version	
Modules Proposed (please provide module name, if applicable)	
General Ledger and Financial Reporting	
Budgeting	
Purchasing, Bids, and Contract Management	

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Accounts Payable	
Accounts Receivable	
Cash Receipts	
Point of Sale	
Project Accounting	
Grant Management	
Treasury Management	
Human Resources	
Payroll	
Fixed Assets	
Optional modules not included in scope of proposal	

Marketing materials should not be submitted on the proposed functionality.

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

Bidders should also include a sample Software License Agreement, a sample Service Level Agreement, and a sample Maintenance and Support Agreement as part of the second tab.

- D. **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 Bidder has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section VII, Scope of Work. Bidders should also include a sample Project Plan as part of the third tab.
- E. **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 VII, Scope of Work. The following points should be addressed in the third tab of the Proposal.

- a. The following table should be completed in full and included in this tab:

Table 07: Company Background and History Metrics

Metric	Response
Total number of employees	
Total number of active clients	
Total number of active government clients	
Total number of active County government clients	
Total number of active Michigan County government clients	
Total number of active Michigan city/town government clients	

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Total number of completed implementations of the proposed product and version	
Total number of active government clients using the proposed product version	
Total years offering government ERP Systems	
Largest active government installation including population	
Smallest active government installation including population	
Total number of clients converted to the proposed product from the JD Edwards EnterpriseOne Xe product	

- b. Information on Bidder's Office locations
- c. Other products offered by company
- d. Documentation illustrating the company organization and segmentation
- e. Type and number of employees committed to the product and support being proposed

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.

F. 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 Contractor Project Team, including the names of those personnel proposed for the Contractor Project Team. It is essential that the Bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed. The Bidder agrees that those persons identified in their Proposal shall not be removed or replaced without a written request to and approval from the County. 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:

- a. Name and title
- b. Role on the project
- c. Description of project roles and responsibilities
- d. Home office location
- e. Listing of past projects where resource implemented the proposed product
- f. Listing of past projects where resource implemented other software products
- g. Educational background
- h. Professional registrations and memberships, and
- i. Additional relevant information

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

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G. Project Roles and Responsibilities: The sixth tab of the Proposal should include the proposed resource levels for the County Implementation Project Team and Contractor Project Teams. The tab shall include the completed Resource Hours Worksheet contained in Attachment D.

Bidders shall provide resource hour estimates by system module for each of the project activities contained in the two worksheets. A worksheet is provided for the County Implementation Project Team and a second worksheet is provided for the Contractor Project Team. Resource hour estimates provided should be based on the descriptions in Section VII, Scope of Work.

H. 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.

I. Functional and Technical Requirements Response: The eighth tab of the Proposal should include the proposed capability to provide the County's requirements as defined in Attachment B, Functional and Technical Requirements. This tab shall include the completed requirements worksheet in Attachment B.

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

Table 08: Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the County.
F	Feature/Function will be available in a future software release available to the County by July 1, 2016 at which point it will be implemented in accordance with agreed upon configuration planning with the County.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment C – Cost Worksheet.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.
N	Feature/Function cannot be provided.

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If a response indicator of “F” is provided for a requirement that will be met in a future software release, the Bidder 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 Bidder 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 Bidder shall identify this third-party system and include a cost Proposal to secure this system.

- J. **Data Conversion Plan:** The ninth tab of the Proposal should include the proposed Data Conversion Plan that will ensure the County’s desired data is transferred to the new system. The Plan shall include estimated work levels as well as roles and responsibilities related to data conversion, for both the County and the Contractor, organized by module.
- K. **System and Application Architecture:** The tenth tab of the Proposal shall include a description of the proposed system and application architecture.

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

- a. The underlying architecture of the application design is important to the County. Please describe your system architecture model and explain the capabilities and features of this model that led to your use of it in developing this system.
- b. Describe the design philosophy of your application. Include in your response the degree to which there is a common design philosophy across all modules, common programming languages and tools, and the extent of shared software code across all applications (e.g., the code to generate an address label should be the same code for that function in all components of the application).
- c. Describe your approach to ensure scalability of the product. This includes transaction growth, upgrades and replacements of components of the architecture, technology, and application.
- d. List the special access capabilities for which you provide the customer the ability to augment your solution. These might include touch screen, imaging, voice response, computer integrated telephony, wireless, etc.
- e. What is the source language(s) of the product?
- f. Is the source code available and, if so, under what conditions/terms?
- g. What is your ability to support industry standards in areas such as communication protocols, security, object technology, user interfaces, etc? Please comment on any area where you do NOT support industry standards.

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- h. Describe your ability to retain all user made changes to business rules, standard screens and standard reports when new releases of base software are installed.
 - i. List all hardware/operating system platforms upon which the product is supported. Provide specifications in terms of processors, processor speed, memory requirements, and other sizing and capacity factors to assist the County in budgeting for and acquiring hardware. Indicate whether each configuration is in production at a municipality close in size to the County. List which industry standard benchmarks or guidelines measures are used to establish this recommendation.
 - j. Describe what virtual server environments the proposed solution can be used on.
 - k. List all desktop operating systems that are simultaneously supported on a single installation/version of the application. Indicate hardware/operating system platform if that is a consideration for support. Examples of operating systems are Linux, Apple OS X 10.10/10.11, Windows 7/8/10, etc.
 - l. List all browsers that are certified for use with Bidder's application, and describe any required browser add-ons, function enablement, etc.
 - m. List all hardware/operating system platforms upon which Bidder's products' database(s) is/are supported. Indicate whether each configuration is actually in production at an institution relatively our size.
 - n. Describe how often major and minor software updates are provided, as well as the level of County resources required for a major update, and the level of resources required for a minor update.
- L. **Software Hosting:** The eleventh tab of the Proposal shall include a full description of the Bidder's technical and operational capabilities for software hosting.

The Offeror shall include answers to the following questions in addition to the description:

- a. Where are the data center and storage facilities? What tier is each data center (tier 1-4)?
- b. How many active clients are currently served by hosted solutions provided by your company?
- c. How many years has your company provided hosted solutions?
- d. How are hosted software applications deployed for use by numerous customers?
- e. What availability and response time do you guarantee?

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- f. What forms/levels of client relief are made available for unplanned outages?
- g. How many instances of unplanned outages have any of your customers experienced within the past five (5) years?
- h. What is your process for notification of standard maintenance and down-time?

The Bidder shall provide relevant documentation related to any recent certifications related to their hosting technical and operation capabilities.

M. Testing and Quality Assurance Plan: The twelfth tab of the Proposal should include the proposed Testing and Quality Assurance Plan. This Plan should be based on the Bidder's standard approach for achieving quality assurance

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

- a. What provision does the Bidder have for providing primary training for the proposed system? Training shall be adequate to the needs of the typical systems user and administrator.
- b. What provision does the Bidder make for training the typical system user training to address those issues that will be encountered during day-to-day use? Be sure to include training on all system functionality—including screen and report use—and ad hoc report creation and use.
- c. What provision does the Bidder make for Administrator training to address those issues involved with the administration of the system? Should it be a separate training session?
- d. What provision does the Bidder make to provide technical training to County IT staff, as necessary? Please address how the Bidder will address training on the responsibilities related to system operation and management, security, problem identification, and problem resolution.
- e. Does the Bidder have the ability to provide interactive web-based training, and has this been included in the proposed training plan?
- f. What provision has the Bidder made for having a system environment available for training exercises?
- g. Include in the following table each training module/class, its length, whether or not it is on-site, whether it is designed for technical or administrator/user level audience, and if optional or required.

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Table 09: Training Modules/Classes Offered

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

- O. **Deliverables Dictionary:** The fourteenth 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 VII, Scope of Work, as well as the Bidder’s typically provided deliverables.

As part of the twelfth tab, Proposals should also identify the responsibility of each Project deliverable. Responsibility 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 10: Deliverables Responsibility 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 responsibility of Project deliverables should be included in the Bidder’s Proposal is included in Attachment E, Ownership of Deliverables.

- P. **Sub-Contracting:** The fifteenth 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:

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- a. Summary of service
- b. Reasons for sub-contracting
- c. Proposed sub-contractor
- d. Detailed sub-contractor responsibilities
- e. Sub-contractor name
- f. Sub-contractor location
- g. Sub-contractor experience
- h. Resumes of sub-contractors
- i. Previous use of sub-contractor and
- j. Any additional relevant information

Q. **References:** The sixteenth tab of the Proposal should identify the Bidder's references for the Project. Bidders shall provide at least five (5) County government clients with whom the Bidder has worked during the past three (3) years that are of similar size and complexity to the County. References shall be from County governments that have been live with the proposed software for a minimum of two (2) years. The County prefers to receive references that have converted from the same JD Edwards solution, and those references that are located in Michigan.

In the event the Bidder cannot provide the required five references, Bidder may substitute other government entities who they have worked with in the past five (5) years to ensure five (5) total references are provided. Substitute references shall be from government entities that have been live with the proposed software for a minimum of two (2) years. Bidders shall indicate how these substitute references deviate from the requested characteristics.

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

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

This tab should also include the name and contact information of three (3) former clients that have elected to leave the Bidder in the past ten (10) years. The Bidder should describe why the client left, and what steps the Bidder has taken to correct the issues that resulted in the client's departure.

R. **Site Visit References:** The seventeenth tab of the Proposal should include the contact information for three (3) similarly-sized County governments with which the County may conduct site visits.

S. **Response to Narrative and Collaboration Questions:** The eighteenth tab of the Proposal should include the Bidder's response to the following narrative questions. The total tab length shall not exceed ten pages.

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- a. Based on information provided in this RFP and experience in working with other localities, what is the Bidder's perspective on the most significant risks to this Project and how do you plan to mitigate these risks?
- b. What is your process for monitoring, escalating, and resolving issues that will arise during the Project?
- c. How do you propose to keep the Project on task?
- d. Provide a clear description of Project management responsibilities between the County and the Selected Vendor.
- e. What is the earliest you can begin implementation after contract signing, and how does your firm intend to meet this timeline?
- f. 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.
- g. What other system modules or products would the Bidder recommend to be complementary to the Project Scope as described in Section VII?
- h. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
- i. When will the next production and/or version release be available?
- j. How long does the typical implementation of the product being proposed take for an organization of similar size to the County?
- k. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
- l. What other applications will the product being proposed integrate with or have integrated with in the past?
- m. What sets your firm's product being proposed apart from your firm's competitors?
- n. The County is interested in evaluating County hosted, Vendor hosted, and subscription based software solutions. What does your firm recommend as the most appropriate solution for the County, and why?
- o. Please describe your approach to business continuity. Describe the licensing requirements for redundant sites beyond the main site. Identify the features of your product that support ease of movement to an alternative site for disaster recovery. Describe additional services that you

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offer to support and assist the County to restore functionality and capacity if an incident exceeds the County's capability to respond.

- p. Most County Departments operate on a fiscal year which coincides with the calendar year. The County desires a go-live of January 1, 2017 in order to coincide with the opening of a new fiscal year. Please explain your proposed approach to implementation in terms of recommended phasing (if any) of modules, and please identify any constraints, challenges, or considerations you can identify in terms of meeting this targeted go-live date. If it is anticipated that there are cost impacts associated with meeting this targeted go-live date, please explain the nature and amount of those cost impacts.
 - q. How is your company preparing for, or have you already prepared for, handling Same Day ACH functionality? Specifically as it relates to functionality to both Accounts Payable and Payroll functions.
 - r. The County would be interested in understanding what functionality your company provides for handling outcome based budgeting and performance management, and whether this functionality (if provided) is an optional component of the proposed software solution. If such functionality is available and optional, please provide any applicable costs for licensing, professional services, and annual maintenance/support.
- T. Exceptions to Terms and Conditions:** The nineteenth tab of the Proposal should include any exception the Bidder takes to the Terms and Conditions set forth in this RFP, including applicable Terms and Conditions provided in the sample Contract(s) and/or any language included in such documents. Bidder should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The Bidder will describe exceptions to the RFP and identify their impact to the County, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The County reserves the right to disallow exceptions at its sole discretion. Any and all exceptions to any provision, term or condition of this RFP and/or the sample Contract(s) must be identified and fully explained in the submitted Proposal.
- U. Attachments:** The twentieth tab of the Proposal should include the following Forms and Attachments:
- a. Attachment A – Vendor Reference Form
 - b. Attachment E - Ownership of Deliverables Form
 - c. Attachment F – Receipt of Addenda Form
 - d. Attachment G – Responsibility of Data Conversion Activities
 - e. Attachment H – Local Vendor Preference
- V. Price Proposal:** The Bidder's Price Proposal should be provided under the twenty-first tab of the Bidder's Proposal. The Price Proposal shall consist of three primary sections:

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- a. The completed Cost Proposal Worksheet as contained in Attachment C. Bidders shall not modify the worksheets in any way.
- b. The Bidder's standard travel and expense policy.
- c. The Bidder's shall provide a brief statement of agreement with the Payment and Retainage items identified below. If a Bidder does not agree with all items, a description should be provided of those items for which exception is taken.

Should the Bidder include pricing for any additional hardware requirements for successful implementation of the proposed solution, the County hereby reserves the right to purchase such additional hardware necessary to operate the solution independent from the proposal or any resulting contract.

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

1) Software Licensing Cost: Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the Bidder 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 Bidder shall show any applicable discounts separately from the prices for products and services. The County requests that the Bidder provide separate prices for each functional area/module in the proposed solution. In addition, the County expects software maintenance costs will not increase in the first five years starting from beneficial use of each module. The County will provide payments associated with software license fees on a milestone basis described in the following table.

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Table 11: Payment Milestones

Project Milestone (for each phase of implementation)	License Payment (% of Total)	Associated Test
Project Kick-Off and Project Plan Approval	5%	Kick-Off Meeting has been completed and the County has signed off on the Project Plan deliverable.
Data Conversion Acceptance	20%	The County has provided formal acceptance that all data has been successfully converted.
System Configuration Acceptance	30%	The County 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	25%	The County has signed off on the UAT test results.
Acceptance of System	20%	The County has signed off on at least two months of system operations.

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

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

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

- The County will not consider time and materials pricing. Bidders 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 Bidder shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;

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- 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,
- Bidder shall make clear the basis of calculation for all fees.

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

- 3) Annual Maintenance Cost:** Annual maintenance costs include the annual maintenance and support fees for the application environment. For example, the annual maintenance fees associated with the Procurement module will be paid upon the County's acceptance of the Project phase associated with the Procurement module. The County will not pay maintenance fees for one year on functional areas until County acceptance has been provided to approve live operation. The County expects software maintenance costs will not increase in the first five years after installation.

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Section VII: Scope of Work

- A. **Functional Areas:** The following table contains the list of functional areas of the desired ERP System.

Table 12: Functional Areas

No.	Functional Area
1	General Ledger and Financial Reporting
2	Budgeting
3	Purchasing, Bids, and Contract Management
4	Accounts Payable
5	Accounts Receivable
6	Cash Receipts
7	Point of Sale
8	Project Accounting
9	Grant Management
10	Treasury Management
11	Human Resources
12	Payroll
13	Fixed Assets

The County wishes to both promote an integrated systems environment in the future while ensuring the selected software will meet the Functional and Technical Requirements. Bidders of a sub-set of the functional areas listed in Table 12 that provides a high level of functionality are encouraged.

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

- B. **County and Project Staffing:** The County will have a dedicated Project Manager through implementation. Additional County resource planning has not been completed and will be based on the resource estimates provided by the Bidder.
- C. **Number of Users:** The following user counts by module contained in Table 13 are estimates and are provided for planning purposes only. Number of users are based upon current users within the current system, as well as estimates from the Treasurer’s Office, Finance, Human Resources, and IT.

Table 13: Number of Users

No.	Functional Area	Total Users	Concurrent Users
1	General Ledger and Financial Reporting	77	10
2	Budgeting	133	10

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No.	Functional Area	Total Users	Concurrent Users
3	Purchasing, Bids, and Contract Management	150	25
4	Accounts Payable	124	25
5	Accounts Receivable	55	5
6	Cash Receipts	57	5
7	Project Accounting	30	5
8	Grant Management	30	5
9	Treasury Management	10	3
10	Human Resources	34	5
11	Payroll	73	30
12	Fixed Assets	4	2

The estimated total users is not the sum of total and concurrent users by module as it is anticipated multiple users will utilize several functional areas.

- D. **Current County Applications Environment:** Washtenaw County currently uses a mix of commercial applications and applications that have been custom developed or modified in-house. Since 1999, the County has utilized a software application currently licensed by JD Edwards (JDE) to manage many of its mission-critical data and business processes, in particular those related to core financials and human resources. The particular application modules licensed in the JDE EnterpriseOne Xe application have been detailed in the table below:

Table 14: Licensed JDE Modules

No.	Module
1	Accounts Receivable/Cash Receipts
2	Accounts Payable
3	General Accounting
4	Budget
5	Fixed Assets
6	Job Cost
7	Human Resource Management Foundation
8	Benefits Admin
9	Position Control
10	Payroll
11	Government Reporting
12	Procurement
13	Address Book

JD Edwards is used as the primary application to support core financial and human resources processes for a wide variety of County departments. The County is also currently using OnBase Enterprise Content Management as a document management solution, and intends to continue the use of OnBase in the future.

The County currently utilizes two preferred web browsers; IE10, and Google Chrome, with IE10 being the primary browser used by most County employees.

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E. **Functional Area Statistics:** The following table contains functional statistics of the County. These statistics are estimates and are provided for planning purposes only. Statistics are based upon the following departments: Finance, Human Resources, and the Treasurer's Office.

Table 15: Functional Area Statistics

No.	Functional	Statistic
1	General Ledger and Financial Reporting	
	Number of Funds	1,331
	Number of Accounts (e.g. Business Units within JD Edwards)	2,255
2	Budgeting	
	Operating Budget	\$ 233,390,662 (\$106,369,109 General Fund)
	Capital Budget	\$ 8,809,637
3	Purchasing	
	Number of Purchase Orders per Year	2,534
4	Accounts Payable	
	Number of Vendors	3,918
	Number of Invoices per Year	35,717
	Number of Payments per Year	17,781
	Number of 1099's issued per Year	520
5	Accounts Receivable and Cash Receipts	
	Number of Invoices/Statements per Year	2,263
	Number of Cash Collection Points (Cash Only)	25
	Number of Cash Collection Points (All Payment Types)	50
6	Human Resources	
	Number of Employees (regular)	1,300
	Number of Employees (temp and seasonal)	500
	Number of Applicants per Year	9,000
7	Payroll	
	Number of W2's per Year	2,335
8	Capital Asset Management	
	Number of Fixed Assets	2,200
9	Grant Management	
	Number of Active Grants	200
10	Project Accounting	
	Number of Active Projects	52

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- F. **Implementation Project Plan:** As part of the Project Scope, the Selected Vendor must develop and provide the County with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

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

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

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

Section #4 - Project Management Processes:

a. **Resource Management:** This section of the Implementation Project Plan should describe County resources, Selected Vendor resources, and the overall Project team structure, including an organizational chart. Roles identified for the Selected Vendor, its subcontractors, and the County should also include a detailed description of the responsibilities related to the identified role as well as the communication process for each party.

b. **Scope Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use in order to manage Project Scope and the process used to request changes to Project Scope. It is the County's desire to use the proposed System "as is" and, as such, any changes must be reviewed and approved by the County's Implementation Project Team.

c. **Schedule Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use in order to manage the Project schedule and the process used to submit requested changes to the schedule. The Selected Vendor must ensure that the Project schedule is kept current and report any missed milestones to the County.

d. **Risk Management:** This section of the Implementation Project Plan should describe the approach the Selected

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Vendor will use to document existing Project risks (e.g., an uncertain event or condition that, if it occurs, has a positive or negative effect on the project's objectives), provide recommendations for mitigating the risk, and how this will be communicated to the County Implementation Team.

e. **Quality Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the County.

f. **Communication Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to provide a detailed communication plan that includes discussion of key implementation metrics that will be used to track progress; types of communication methods (i.e., memo, email, one-on-one meetings, Project team meetings, stakeholder group meetings, online web progress reporting tools, etc.) that the Vendor will use; frequency of these communications; and key Vendor points-of-contact with overall responsibility for ensuring these communications are provided as scheduled. The County also expects that the Selected Vendor will make key personnel and staff available for certain meetings either on-site or via teleconference or web-conference that may be required should major issues arise during the implementation that significantly impact the schedule, or budget, of the system.

g. **Business Process Change Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to provide a plan which should include a list of the business processes the Selected Vendor recommends changing and a detailed description and flowchart outlining the changes, the anticipated benefits to the County of these changes, and how the Vendor proposes to manage this change process.

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

Section #5 - Bi-Weekly Status Reports: This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to provide bi-weekly status reports throughout the course of the Project. This section should include an example of the bi-weekly status report and identify the expected delivery mechanism that will be used to provide the report to the County.

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

- G. **Vendor Project Team Resource Management:** Bidders shall provide a sample Resource Plan for the Proposed Vendor Project Team as part of responses in accordance with the Submittal Response Format described in Section VI.
- H. **County Project Team Resource Management:** Bidders shall provide a sample Resource Plan for the individuals who will comprise the County Implementation Project Team as part of responses in accordance with the Submittal Response Format described in Section VI.
- I. **Software Customization Plan:** The Selected Vendor will develop and provide a detailed Software Customization Plan that includes anticipated customizations and their impact to the overall Project schedule, budget, and final success. This Software Customization Plan should describe the process that the County and the Vendor will engage in for accepting the software modifications. While it is the County's intent to utilize the Selected Vendor system's existing capabilities and embedded best-practice business processes, it recognizes that there may be some critical work processes that require software customization.
- J. **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. Attachment B contains a list of the potential interfaces at this time.

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

- K. **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 County would like to understand how the Selected Vendor will approach developing the data conversion plan, and what processes will be undertaken by the Selected Vendor's Project team to convert existing data as well as to interface with identified source systems. A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by County or Selected Vendor) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The Selected Vendor is expected to assist the County in the conversion of both electronic and manual data to the new system. It is expected that the County will be responsible for data extraction from current systems and data scrubbing and that the Selected Vendor shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). Selected Vendors should plan to have converted data ready for the User Acceptance Testing phase of the Project.

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

Bidders shall also complete Attachment G – Responsibility of Data Conversion Activities.

The following data conversion information contained in Tables 16 and 17 are estimates and is provided for planning purposes only. The tables contains below information on the data that the County wishes to convert during the implementation of a new system.

- a. The following table represents the majority of active data within the JD Edwards System:

Table 16: JD Edwards Data Conversion Table

Table Description	Functional Area	Number of records
Accounts Payable Ledger	Accounts Payable	748,770
Accounts Payable - Matching Document	Accounts Payable	352,824
Accounts Payable Matching Document Detail	Accounts Payable	763,623
Customer Master by Line of Business	Accounts Receivable	9,465
Customer Ledger	Accounts Receivable	26,723
Invoice Revisions	Accounts Receivable	497
Receipts Header File	Accounts Receivable	297,936
A/R Check Detail File	Accounts Receivable	308,881
Credit and Cash Management	Accounts Receivable	319
A/R Notification History	Accounts Receivable	5,833
A/R Notification History Detail	Accounts Receivable	53,422
Address Book Master	AddressBook	74,188
Address Book - Who's Who	AddressBook	75,492
Address Book - Contact Phone Numbers	AddressBook	58,439
Electronic Address	AddressBook	15,386
Address by Date	AddressBook	74,664
Address Organization Structure Master File - OSTP, PA8, AN8	AddressBook	9,954

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Customer Master	AddressBook	9,459
Supplier Master	AddressBook	61,205
Benefits Plan Master	Benefits Administration	176
Employee Enrollment	Benefits Administration	70,147
Dep/Ben to Employee Plan X-Reference	Benefits Administration	37,680
Participant file	Benefits Administration	8,050
Asset Master File	Fixed Assets	2,219
Asset Account Balances File	Fixed Assets	61,223
Location Tracking Table	Fixed Assets	2,141
Location History Text	Fixed Assets	2,141
Parent History	Fixed Assets	2,222
Depreciation Rules	Fixed Assets	1,642
Annual Depreciation Rules	Fixed Assets	5,048
Depreciation Formulas	Fixed Assets	160
Depreciation Period Spread Rules	Fixed Assets	4
Business Unit Master	Foundation Environment	5,392
Company Constants	Foundation Environment	1,353
Automatic Accounting Instructions Master	Foundation Environment	4,810
Job Cost Constants	Foundation Environment	820
Account Master	General Accounting	348,003
Account Balances	General Accounting	690,407
Account Ledger	General Accounting	6,631,285
Account Ledger Tag File	General Accounting	5,689,807
Employee Master Information	HR Foundation	11,801
Employee Master Additional Information File	HR Foundation	11,806
HR History	HR Foundation	3,608,185
Extended Job Master	Job Costing	1,133
Employee Jobs	Payroll	11,815
Employee Jobs History File	Payroll	103,417
Future Data EE Master Revisions	Payroll	6,837
Tax History	Payroll	493,310

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Employee Transaction History Summary	Payroll	831,972
Pay Check History Summary	Payroll	1,208,825
Pay Check History Tax Ledger	Payroll	7,863,243
Tax Ledger (Additional)	Payroll	372
Automatic Bank Deposit Master	Payroll	7,811
Automatic Bank Deposit Master (Additional)	Payroll	3,343
DBA Period Control File	Payroll	195,470
Stub Information History Table	Payroll	8,781,531
DBA Transaction Detail History	Payroll	20,430,134
Burden Distribution File	Payroll	21,201,752
Year-End Employee Table	Payroll	109,392
Employee Federal Control Table	Payroll	60,080
Employee State/Local Control Table	Payroll	61,287
Employee Special Handling Control Table	Payroll	165,610
Job information	Position Control	1,087
Position Master	Position Control	33,255
Position Budget Detail	Position Control	28,015
Purchase Order Header	Procurement	64,745
Supplier/Item Relationships	Procurement	21,901
Purchase Order Detail File	Procurement	168,009
Purchase Order Receiver File	Procurement	364,015
P.O. Detail Ledger File - Flexible Version	Procurement	1,163,147
Wage Attachment Ledger File	Time Accounting and HRM Base	28,197
Calendar Month DBA Summary History File	Time Accounting and HRM Base	529,466
Employee Transaction History	Time Accounting and HRM Base	2,193,599
Union Benefits Master	Time Accounting and HRM Base	379
Payroll Transaction Constants	Time Accounting and HRM Base	881
Pay Grade/Salary Range Table	Wage and Salary	10,597

b. The following table represents the majority of active data within other systems that may need to be converted, if appropriate modules are selected within a new system:

Table 17: Other Data Conversion Table

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Functional Area / Description of Data	Number of Related Tables	Approximate total number of records in all tables
Timesheet detail data from employee self service		1,360,000
OT and leave requests from employee self service		342,000
Five years of applicant data	6	1,100,000
Five years of job requisitions		1200

- L. **Testing and Quality Assurance Plan:** As part of the Project Scope, the Selected Vendor will develop and provide a Testing and Quality Assurance Plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the County's expectation that the Testing Plan govern all phases of the Project and that the Selected Vendor will also provide assistance during each testing phase involving County users. The Selected 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 Selected Vendor will also provide a plan for stress testing of the system that will occur during or after UAT. The Test and Quality Assurance Plan should also describe how the desired levels of quality will be achieved through implementation. The Plan should identify resources from both the Selected Vendor and the County who will be involved in the processes of quality planning, quality assurance, and quality control.
- M. **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 the implementation. Bidders should describe what level of support is available under the proposed fee structure. If varying levels of support are available, this section of the Bidder's response should clarify these potential services and highlight the level of support that has been proposed.
- N. **Training Plan:** As part of the Project Scope, the Selected Vendor will develop, provide, and manage a detailed Training Plan. This Training Plan must include the information described below.
- a. The role and responsibility of the Selected Vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end users).
 - b. The role and responsibility of the County staff in the design and implementation of the training plan.
 - c. Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core Project team, end users, and technology personnel.
 - d. Proposed training schedule for County personnel of various user and interaction levels.

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- e. Descriptions of classes/courses proposed in the training plan. (The Bidder 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 Bidder must be very clear about exactly what training courses are included in the cost of the Proposal.
- f. The knowledge transfer strategy proposed by the software and/or implementation Vendor to prepare County staff to maintain the system after it is placed into production.
- g. Detailed description of system documentation and resources that will be included as part of the implementation by the Selected Vendor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, and others as available.

It is the County's intention that the Selected Vendor will coordinate the training of County personnel in the use of its application and that satisfactory implementation of an approved Training Plan will be a key component of this Project's deliverables.

Documentation, including training manuals and agendas, will be provided by the Selected Vendor before each training session with County staff.

- O. **Deliverables Dictionary:** As part of the Project Scope, the Selected Vendor will develop and provide a "Deliverables Dictionary." The County anticipates the Deliverables Dictionary will be a listing of key Project deliverables that includes a brief explanation of the deliverable, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the Selected Vendor's Implementation Project Plan. The Deliverables Dictionary, at a minimum, should include the items described in this section.

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

Bidders shall also complete Attachment E, Ownership of Deliverables Form.

- P. **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. Documentation should contain at a minimum; comprehensive troubleshooting flows, glossary, index, table of contents, example illustrations, and steps for important transactions an end-user or application administrator might conduct. The Selected Vendor shall provide documentation in web-based and PDF form for each application module. Specifically, system documentation must include a data dictionary.

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

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- Q. **Risk Register:** As part of the Project Scope, the Selected Vendor will develop and maintain a documented Risk Register. Risks shall include any uncertain event or condition that, if it occurs, has a positive or negative effect on the project's objectives. Such Risk Register will be maintained in a centrally accessible location (i.e., Project portal) and be regularly updated. For each risk identified, the Selected Vendor shall be responsible to develop an impact summary and a mitigation strategy in a timely fashion.

Section VIII: Sample Standard Provisions for Contracts

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

MASTER PROFESSIONAL SERVICE CONTRACT

CR _____

(NAME OF CONTRACTOR)

THIS MASTER SERVICE CONTRACT (the "AGREEMENT") is made this _____ day of _____, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR'S ADDRESS)** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

A. County desires to retain Contractor as an independent contractor to provide certain services and/or to develop products under the conditions set forth in this Agreement, and Contractor desires to provide those services and/or products.

B. For each project under this Agreement ("Project"), County and the Contractor will collaborate on a written statement of work ("SOW") which shall be attached to this Agreement and shall contain a description of one or more of the following, as applicable:

(1) the functional specifications ("Specifications") for the computer software or any other product(s) to be created and delivered by Contractor ("Products");

(2) the services to be provided by Contractor ("Services");

(3) any and all documents, summaries, reports, analysis, studies or other written materials to be created and/or delivered by Contractor ("Written Materials");

(4) a Project Plan, which shall include milestone and completion dates for each Product and/or Service;

(5) the amount and timing of fees and expenses to be paid by County to Contractor for each Product, Service and/or Written Materials; and

(6) data, information, and materials to be provided by County to Contractor as necessary for Contractor to complete each Product, Service and/or Written Materials.

As applicable, Products, Services and Written Materials shall be collectively referred to as "Deliverables."

C. During any Project, County may revise the Deliverables, or the time frames associated with them. If County elects to make revisions, the parties will either reach agreement on the new fees, time frames and Deliverables, or continue under the original applicable SOW. All changes to the SOW and/or the Deliverables must be done in writing and signed by both the County and the Contractor.

D. After Contractor has provided County with notice that a Deliverable has been completed, County shall have a reasonable agreed-to time to review and/or test such Deliverable to ensure that it conforms to its applicable Specifications or descriptions of the SOW (the "Testing Period"). The Deliverable shall be deemed accepted at the expiration of the Testing Period unless County provides Contractor with written notice that the Deliverable fails to conform to its applicable Specifications or description. In which case, Contractor shall be given a reasonable time, but in no event longer than ten (10) days, to correct such non-conformance and re-submit the Deliverable to County for re-testing. If after re-testing County determines in its sole, reasonable, discretion that the Deliverable still does not conform to its applicable Specifications or description, then County may either: (1) allow Contractor an additional ten (10) days to correct the non-conformance(s), in which case the same re-testing activities and County remedies will apply; (2) accept the Deliverable with the non-conformances and receive an agreed upon equitable adjustment to the fees charged County under the SOW; or (3) reject the Deliverable and receive a full refund of all fees paid for the Deliverable.

ARTICLE II - COMPENSATION

Contractor shall invoice County for Deliverables, and be paid by County, in accordance with the terms of the applicable SOW. County shall be responsible for paying all sales, use, excise and other taxes relating to its purchase and use of Deliverables, except for those taxes based on Contractor's income, or which are Contractor's responsibility as an employer.

ARTICLE III - REPORTING OF CONTRACTOR

Unless otherwise set forth in a SOW:

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- A. The Contractor is to report to Director of Support Services Technology & Operations and/or his designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- B. All reports, estimates, memoranda and Written Materials submitted by the Contractor must be dated, refer to this Agreement by title and date, and bear the Contractor's name.
- C. All reports made in connection with any Deliverables are subject to review and final approval by the County Administrator.
- D. The County may review and inspect the Contractor's activities during the term of this Agreement.
- E. Upon completion of each Project and otherwise when applicable, the Contractor will submit a final, written report to the County Administrator.
- F. After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This Agreement shall become effective on the date set forth above and shall continue for a period of three (3) years, unless terminated in accordance with the provisions of this Agreement. Notwithstanding the foregoing, this Agreement shall remain in effect for so long as Contractor is providing Deliverables under a SOW.

ARTICLE V - PERSONNEL

- A. Unless expressly permitted in a SOW, Contractor may not use subcontractors to provide Deliverables to County.
- B. Contractor acknowledges that the relationships between County and its employees are valuable assets of County. During the term of the parties' business relationship and for a period of one (1) year thereafter, Contractor agrees not to (1) hire, use, or contract with (or to solicit for hire, use or to contract with) any individual(s) employed by County, or former employees of County who left their employment at County within ninety (90) days after the termination or expiration of this Agreement (collectively, "Staff"); and/or (2) contact Staff (or have someone else contact Staff) for the purpose of terminating their relationship with County or offering employment opportunities outside of County.
- C. The relationship between County and Contractor is that of independent contract. Nothing in this Agreement shall be construed as creating a relationship between County and Contractor of joint venturers, partners,

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employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.

D. Contractor will be responsible for any personnel it may assign to provide Deliverables to County. Personnel furnished by Contractor shall be and will remain Contractor's employees, and under no circumstances are they to be considered County's employees or agents.

E. The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

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ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of Deliverables in connection with this Agreement resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

ARTICLE VIII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

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1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract. The additional insured provision does not apply to contracts with Architects, Architectural firms, Engineers or Engineering firms.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: **INSERT DEPARTMENT, DEPARTMENT ADDRESS & CR#** _____, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of its obligations under this Agreement. The Contractor also promises that, in the performance of its obligations under this Agreement, no officer, agent, employee of the County of Washtenaw, or member of its governing

bodies, may participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the County may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

B. The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

C. The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

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The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a Services Contract or Professional Services Contract with the County to pay their employees under that contract, a minimum of either \$12.00 per hour with benefits or \$14.07 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2016 and annually thereafter which amount shall be automatically incorporated into this Agreement. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the Deliverables set forth in Article I and each SOW without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

A. The County shall have and retain all rights, title and interests in and to all Deliverables and other materials created by Contractor in connection with, or pursuant to, this Agreement. This includes, but is not limited to, copyrightable works of original authorship (including computer programs, technical specifications and manuals), ideas, inventions (whether patentable or not), "know-how," processes, compilations of information, trademarks and other intellectual property ("Proprietary Materials"). All Proprietary Materials created by Contractor in connection with, or pursuant to, this Agreement are, and will be considered, "works made for hire" as that term is used in connection with the U.S. Copyright Act. To the extent that, by operation of law, Contractor owns any intellectual property rights in such Proprietary Materials, Contractor hereby assigns to County all rights, title and interest in such Proprietary Materials.

B. All Written Materials developed as a result of and/or in association with this Agreement will be freely available to the public. During the performance of its obligations under this Agreement, the Contractor will be responsible for any loss of or damage to the Written Materials while they are in its possession and Contractor must restore the loss or damage at its expense. Any use of any information and results of this Agreement by the Contractor must be approved in writing by the County prior to such use and must reference the Project sponsorship by the County. Any publication of such information or results must be co-authored by the County and approved in writing by the County prior to such publication.

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C. To the extent that any Deliverables contain third party tools, software, documents or other materials ("Third Party Materials"), Contractor represents and warrants that it has all rights needed for County to access, use and distribute such Third Party Materials in accordance with the terms of this Agreement and the applicable SOW without any additional fees, charges, expenses or agreements.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This Agreement is binding on the County and the Contractor, their successors and permitted assigns. Neither the County nor the Contractor may assign or transfer this Agreement, in whole or in part, or any of its interest in this Agreement, without the prior express written consent of the other party, which shall not be unreasonably withheld or delayed. Any attempted assignment or transfer without such consent shall be void.

ARTICLE XVII – CONTRACTOR WARRANTIES AND PENALTIES

A. Contractor warrants that all Deliverables provided to County shall be Contractor's original work, or that Contractor will have acquired all rights necessary to fulfill its obligations, and to grant County the rights, under this Agreement and each SOW.

B. Contractor warrants that all Services shall be carried out in a diligent, prompt, and professional manner by individuals with the necessary knowledge, skills, expertise and training to provide the Services.

C. Contractor acknowledges that it is responsible for the accuracy, reliability, completeness, validity and timeliness of all Deliverables provided to County. Contractor warrants that for each Project, Contractor shall have reviewed the SOW and shall have the expertise and resources necessary to undertake and complete the Project in accordance with the SOW. Contractor warrants that all Deliverables shall be provided in the time frames set forth in the applicable SOW. If Contractor or the County believes that Contractor will not complete the Project in the time frames set forth in the applicable SOW, then Contractor shall, at its own expense, commit all additional personnel, technological, and/or financial resources required to cure the nonconformance. If Contractor fails to timely complete the Project in the time frames set forth in the applicable SOW, then the County may, without prejudice to any other remedy it may have in law or in equity, either (1) terminate the SOW and receive a full refund of all fees paid to Contractor under the SOW; (2) receive an agreed-upon equitable adjustment in the fees to be paid to Contractor under the SOW or this Agreement; or (3) reduce the fee for the Project by the amount of **[\$Insert Amount]** per day for each day the Project is late.

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D. Contractor warrants that all Deliverables will comply with and/or operate in conformance with the Specifications and/or descriptions set forth in the applicable SOW for a period of twenty-four (24) months from the date of acceptance by County. If during the warranty period County notifies Contractor that a Deliverable fails to meet this warranty, Contractor shall, at no additional charge to County, use commercially reasonable efforts to remedy the nonconformance within a reasonable time period. However, if after ten (10) days from Contractor's receipt of County's written notice the Deliverable still fails to comply with this warranty, then the County may, either (1) accept the Deliverable with the non-conformances and receive an agreed upon equitable adjustment to the fees charged the County under the applicable SOW; or (2) terminate the applicable SOW by written notice to Contractor and receive a full refund of all fees paid for the Deliverables.

ARTICLE XVIII – CONFIDENTIALITY

A. During this Agreement, each party may have access to information that is considered confidential by the other. This information may include technical know how, technical specifications, software object code and source code, protocols, strategic business plans, results of testing, systems, financial information, product information, methods of operation, customer information, supplier information and compilations of data ("Confidential Information").

B. Each party shall use the other party's Confidential Information only for the purposes of, and in performance of its obligations under, this Agreement or a SOW. Each party shall maintain the confidentiality of the other party's Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the other party's Confidential Information.

C. Each party is permitted to disclose the other party's Confidential Information to its employees and authorized subcontractors on a need to know basis only, provided that such employees and subcontractors have written confidentiality obligations to that party no less stringent than those contained in this Agreement.

D. The confidentiality provisions of this Agreement do not apply to information that is or becomes entirely in the public domain; was received lawfully from a third party through no breach of any obligation of confidentiality owed to the disclosing party; or created by a party independently of its access to or use of the other party's Confidential Information.

E. Upon termination of this Agreement, each party shall return the other party's Confidential Information and shall not use the other party's Confidential Information for its own, or any third party's, benefit. Each party's

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confidentiality obligations shall survive termination of this Agreement, and any SOW, for so long as the Confidential Information remains confidential.

ARTICLE XIX – LIMITATION OF LIABILITY

Regardless of the form of action or theory of recovery, in no event shall County be liable to Contractor in connection with this Agreement and/or the Deliverables for: (A) any indirect, special, exemplary, consequential, incidental or punitive damages, even if County has been advised of the possibility of such damages; (B) any lost profits, lost revenues, lost business expectancy or benefit of the bargain damages; and/or (C) any direct damages in an amount in excess of the fees paid to Contractor under the SOW under which the claim arose. Any claim arising out of or related to this Agreement must be initiated within one (1) year of the date the party knew, or reasonably should have known, of the existence of such claim against the other party.

ARTICLE XX - TERMINATION OF CONTRACT

A. Each SOW and/or this Agreement, may be terminated by either party if the other party commits a material breach of this Agreement or the SOW and fails to correct such breach within thirty (30) days of its receipt of written notice from the non-breaching party. In addition, County may terminate each SOW and/or this Agreement without cause or reason upon forty-five (45) days prior written notice to Contractor.

B. In the event of termination for any reason, each party shall return the other party's Confidential Information; County shall pay Contractor all fees owed for all Deliverables provided by Contractor as of the effective date of termination; Contractor shall provide all notes, data, memoranda, software and other materials which constitute work in progress for all Deliverables; and Contractor shall return any County equipment and property of any nature which are in Contractor's possession or control.

ARTICLE XXI - TAXES AND BENEFITS

Neither federal, state nor local income or payroll tax of any kind shall be withheld or paid by County on behalf of Contractor or its employees. No Contractor employees shall participate in any benefit of County, including health insurance, paid vacation or other benefit provided by County to its employees. The Contractor is responsible for payment of all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

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The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII- AMENDMENTS

This Agreement may not be modified except by a writing signed by both parties. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. The remedies accorded County under this Agreement are cumulative and in addition to those provided by law, in equity and/or elsewhere in this Agreement.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

This Agreement shall be governed by the laws of the State of Michigan (exclusive of its choice of law rules), and the federal laws of the U.S. The parties agree that any litigation in relation to this Agreement shall be exclusively initiated and maintained in the Circuit Court of the County of Washtenaw, Michigan, or the U.S. District Court for the Eastern District of Michigan, Southern Division. The parties hereby irrevocably submit to the exclusive personal jurisdiction and venue in such courts. The parties agree that these courts are convenient forums for any such litigation.

ARTICLE XXV - ENTIRE AGREEMENT

This Agreement, all SOW, and any addenda thereto, represents the entire agreement and understanding between the parties with respect to the subject matter addressed herein, and supersedes, replaces and merges all prior representations, negotiations, promises, understandings or agreements whether written or oral, relating thereto. The terms and conditions of each SOW shall govern any conflict or inconsistency with the terms of this Agreement.

ARTICLE XXVI – WAIVER

Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will effect the other provisions of this Agreement.

ARTICLE XXVII - SEVERABILITY

If any provision of this Agreement and/or SOW is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law, and all other provisions of this Agreement shall remain in full force and effect.

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ARTICLE XXVIII - NOTICES

All notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; or by facsimile or by e-mail (with a confirming copy) and shall be effective when received by such party at the address listed below or other address provided in writing.

ARTICLE XXIX – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

(INSERT ADDRESSES AND CONTACT PERSONNEL)

AGREED AND ACCEPTED:

WASHTENAW COUNTY

CONTRACTOR

By: _____

By: _____

Verna J. McDaniel (DATE)
(DATE)
County Administrator

(CONTRACTOR'S NAME)

.....Its: _____

APPROVED AS TO CONTENT::

By: _____
(DEPARTMENT HEAD) (DATE)

ATTESTED TO:

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

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Section IX: Signature Page

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.

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Section IX: Forms, and Worksheets

See MS Word document "Washtenaw County RFP - Forms.docx" for the following Attachments:

Attachment A – Vendor Reference Form

Attachment E - Ownership of Deliverables Form

Attachment F – Receipts of Addenda Form

Attachment G – Responsibility of Data Conversion Activities

Attachment H – Local Vendor Preference

See MS Excel spreadsheet "Washtenaw County RFP - Requirements Worksheet.xlsx" for the following Worksheets:

Attachment B – Functional and Technical Requirements/Capabilities

Attachment C – Cost Worksheets

Attachment D – Resource Hours Worksheets