* 1. RFP Submittal Checklist

CONTRACTOR to complete the Submitted column in the below table to confirm all sections have been addressed within their proposal.

|  |  |  |
| --- | --- | --- |
| **Submittal Checklist** | | |
| **Attachment A – Proposal & Contractor Information** | | |
| **Section** | **Item** | **Submitted** |
| 1.1 | RFP Submittal Checklist |  |
| 1.2 | Executive Summary |  |
| 1.3 | [Signature](#_bookmark0) Page (within RFP) |  |
| 1.4 | [Proposer Statement](#_bookmark1) |  |
| 1.5 | [Scope of Proposal](#_bookmark2) |  |
| 1.6 | [Company Background](#_bookmark3) |  |
| 1.7 | [Use of Subcontractors](#_bookmark4) |  |
| 1.8 | [References](#_bookmark5) |  |
| 1.9 | [Contract Termination/Non-Renewal](#_bookmark6) |  |
| 1.10 | [Litigation](#_bookmark7) |  |
| 1.11 | [Sample Contract, License Agreements & W](#_bookmark8)arranty |  |
| 1.12 | [Exceptions (If any) to Project Scope & Contract Terms](#_bookmark9) |  |
| **Attachment B – Proposal Forms** | | |
| Tab 1 | Relevant Experience |  |
| Tab 2 | Software Solution |  |
| Tab 3 | Project Approach and Implementation Methodology Software Solution |  |
| Tab 4 | Key Proposed Personnel and Team Organization |  |
| Tab 5 | Project Schedule |  |
| Tab 6 | System and Application Architecture |  |
| Tab 7 | Data Conversion Plan |  |
| Tab 8 | Testing & Quality Assurance Plan |  |
| Tab 9 | Training Plan |  |
| Tab 10 | Ownership of Deliverables |  |
| Tab 11 | Narrative Questions |  |
| Tab 12 | Functional & Technical Requirements |  |
| Tab 13 | Cost Narrative |  |
| Supplements | Any CONTRACTOR-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal in a separately marked “Supplements” tab of the proposal. |  |
| **Attachment C – Functional and Technical Requirements** | | |
| Functional | Excel worksheet for CONTRACTOR to respond to Business Requirements |  |
| Technical | Excel worksheet for CONTRACTOR to respond to Technical Requirements |  |
| Interfaces | Excel worksheet for CONTRACTOR to respond to Interface Requirements |  |
| **Attachment D -Proposal Templates** | | |
| Software Solution | Proposed modules that are required to satisfy the requirements associated with the functional areas identified in **Table 01** of the RFP. |  |
| Vendor Resources | Worksheet for CONTRACTOR to provide estimated CONTRACTOR project team resources to support all implementation phases. |  |
| County Resources | Worksheet for CONTRACTOR to provide estimated County resources required to support all implementation phases. |  |
| **Attachment E -Proposal Templates** | | |
| Cost Proposal | Cost worksheets for CONTRACTOR to providing cost proposals for  Implementation Services, Software Licensing, Annual Maintenance, and Software Subscription costs (if SAAS) |  |
| **Attachment F – Non-Disclosure Agreement** | | |
| Non-Disclosure Agreement | CONTRACTOR will be required to sign a Non-Disclosure Agreement |  |

# EXECUTIVE SUMMARY

The executive summary should be limited to a brief narrative (less than 3 pages) summarizing the proposal. Include which service delivery model is being proposed (SaaS, or Vendor Managed Cloud Services), the name and version of the ERP system software proposed, and the integrator proposed (if applicable).

# SIGNATURE PAGE

CONTRACTOR to complete the Signature Page on Page 32 of the RFP and include with their proposal.

# PROPOSER STATEMENT

By submitting a response, the respondent acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the proposer to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work available. The County is not responsible for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our response. Proposals that do not acknowledge addendums may be rejected.

|  |  |
| --- | --- |
| Addendum# | Initials |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

PRINTED NAME OF AUTHORIZED AGENT/TITLE

SIGNATURE OF AUTHORIZED AGENT DATE

# SCOPE OF PROPOSAL

Identify the scope of the proposal and if the proposal contains software and services for each scope option. Scope options are defined in the RFP Section 5.

**Software and Implementation Services:**

|  |
| --- |
| Proposed |
| Not Proposed |

*Primary Software Contractor Software Product Proposed* Version *Primary Implementation Contractor*

**Technology Services:**

|  |
| --- |
| Vendor Hosted Services Proposed |
| Software as a Service Proposed |
| Not Proposed |

*Hosting Provider:*

**Third-Party Products/Services**

|  |
| --- |
| Third-Party Products/Services Proposed |
| No Third-Party Products/Services Proposed |

*Firm Purpose Firm Purpose Firm Purpose Firm Purpose*

*Firm*  P*urpose*

*Firm Purpose*

**Name of Individual / Firm Submitting Proposal:**

**Signature of Proposer:**

# COMPANY BACKGROUND AND HISTORY

1. CONTRACTOR to provide a comprehensive history statement of the firm, including any mergers, assignments, or other corporate changes during the past 10 years.
2. CONTRACTOR shall complete the Company Background and History Table as provided below.

**If a partnership with a third-party (sub-contractor) is a part of the proposal, the Company Background and History table shall be provided for each entity.** It is expected that all points shall be addressed for each contractor/sub-contractor involved in the proposal. Primary CONTRACTOR to copy the table as needed for each Partner/Third-Party sub-contractor proposed and fill out for each.

|  |  |
| --- | --- |
| **Company Background** | |
| Company Name: |  |
| Location of corporate headquarters: |  |
| Other office locations (City and State) |  |
| Total # of employees |  |
| Number of Employees Providing Implementation Services (if applicable) |  |
| Number of Employees Supporting Product (Maintenance and Support) (if applicable) |  |
| Number of Employees Dedicated to Product Development (if applicable) |  |
| **Proposer Experience** | |
| # of years in business: |  |
| # of years providing systems/services to public sector |  |
| # of years offering proposed software systems |  |
| Total number of completed implementations of the proposed product and version |  |
| List legacy systems converted from to your software |  |
| **If not Primary Proposer** | |
| # of past projects partnering with primary proposer |  |
| Official Partnership status/certification (if applicable) |  |
| **Customer Base:** | |
| List of active government clients using the proposed product version |  |
| # of active clients using proposed software/services | Government: Private: |
| Last five most recent contracts |  |
| # of other public sector clients in California |  |
| Identify other industries serviced (other than local government) |  |

# USE OF SUBCONTRACTORS

* + 1. The CONTRACTOR shall identify any of the required Services that are proposed to be subcontracted, if any. This table is to be copied and filled out for each proposed subcontractor.

|  |  |
| --- | --- |
| **Question** | **Response** |
| Does your firm complete the implementations of the product being proposed or is this effort outsourced? |  |
| Has or will any portion of the proposed work be completed by subcontractors or contract employees? |  |
| **This below portion of the table is to be copied and filled out for each proposed subcontractor.** | |
| Name of subcontractor and address |  |
| Summary of Service and estimated percentage of Work the subcontractor will be providing. |  |
| Reasons for subcontracting |  |
| Experience |  |
| Detailed subcontractor responsibilities |  |
| Previous history of projects using the named subcontractor |  |
| Any additional relevant information |  |

The County reserves the right to request a copy of the prime contractor/subcontractor 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 CONTRACTOR and the subcontractor under this RFP.

The County reserves the right to request additional information regarding the subcontractor(s) as it relates to references, history of the firm, and other relative information that has been required of the CONTRACTOR to submit in this RFP.

The substitution of one subcontractor for another may be made only at the discretion and prior to written approval of the County.

By signature (electronically or via ink) below on the Certification of Subcontractors/Partners, the CONTRACTOR and the Subcontractor/Partner certify that the CONTRACTOR has received the permission of the third-party to include the scope of software and services under the cover of the submitted proposal.

**Certification of Subcontractors/Partners**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Entity** | **Company Name** | **Representative Name** | **Title** | **Telephone Number** | **Email Address** |
| Proposer |  |  |  |  |  |
| Partner/Third-party software provider |  |  |  |  |  |
| Partner/Third-party software provider |  |  |  |  |  |

Respondents are instructed to return a copy of this Certification form signed by an authorized firm agent as part of proposal responses.

# REFERENCES

CONTRACTOR to use the format in the table below to provide a minimum of three governmental entities that are most similar to the size and requirements of the County that have gone live with the proposed software within the last 5 years. The County has a strong preference for references that are using the proposed software solution for new implementation project references and not upgrades from a previous version, and for references that have worked with the proposed system integrator (if applicable).

The County may request a more detailed list, including other governmental agencies. The County reserves the right to request or contact additional or additional references that were not provided on the customer reference list for consideration, including past experience with the County.

Additional references may be submitted as an attachment to show depth of client base and number of installations within the past five years. This includes clients that are currently in the process of implementing the proposed software solution.

In the event the CONTRACTOR cannot provide the required three references, the CONTRACTOR may substitute other organizations to ensure three (3) total references are provided, with understanding that this will be reflective in the evaluation of the CONTRACTOR. Substitute references may include those that are in the implementation process, have implemented comparable scopes of work without including all system modules, etc.

CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT ALL CONTACTS AND PHONE NUMBERS ARE UP TO DATE AND ACCURATE.

**GENERAL BACKGROUND**

**Name of Client**: **Project Manager/Contact: Title: Phone: E-mail:**

**Software Program/Version:**

**Narrative description of work completed for this reference (e.g. upgrade process, new implementation for a client transitioning from a different legacy system):**

**Number of Employees: Size of Operating Budget:**

**PROJECT SCOPE**

**Please indicate (by checking box) functionality installed:**

|  |  |
| --- | --- |
| Financials | Budgeting |
| HR | Payroll |
| Time Keeping | Other |

**TECHNOLOGY INFORMATION**

**Hosted? Yes**

**No**

**If yes, hosting provider**

**IMPLEMENTATION INFORMATION**

**Project Start: Initial Go-Live: Vendor/Project Manager Lead: Legacy Software Replaced:**

**Project Challenges:**

**Major Accomplishments:**

# CONTRACT TERMINATION/NON-RENEWAL

Provide a summary of any contracts/license agreements/hosted subscriptions that the customer provided notice of cancellation to your firm, with or without cause, or elected to not renew in the past five (5) years as it relates to the software solution proposed. The summary shall state the name of the customer, summary of the contract, term of the contract and reason for cancellation or non-renewal. If none, state as such.

**Submitted as an Exhibit or Response provided as None: Yes No**

# LITIGATION

1. Provide a summary of any litigation filed against the CONTRACTOR in the past seven (7) years which is related to the services that CONTRACTOR provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.

*If none, state as such.*

**Submitted as Attachment or Type/Provide Response here:**

1. Provide a summary of any litigation filed against the subcontractors identified as part of the team in the past seven (7) years which is related to the services that sub consultant provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.

*If none, state as such.*

**Submitted as Attachment or Type/Provide Response here:**

1. Provide a summary of any litigation filed by the CONTRACTOR against any of its clients in the past seven (7) years which is related to the services that CONTRACTOR provides in the regular course of business. The summary shall state the name of the defendant(s), the jurisdiction in which the matter is pending, the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.

*If none, state as such*.

**Submitted as Attachment or Type/Provide Response here:**

# SAMPLE CONTRACT, LICENSE AGREEMENTS, & WARRANTY

* + 1. **SAMPLE CONTRACTS FOR EACH LICENSE MODEL PROPOSED**

As an **Exhibit to Section 1.11.A**, CONTRACTOR to provide their sample contract that would be used as basis for developing the final agreement with the County. A sample contract for each

license model proposed shall be provided.

**Attached as an Exhibit:**

# SERVICE LEVEL/MAINTENANCE AGREEMENT

As an **Exhibit to Section 1.11.B**, CONTRACTOR to provide their proposed Maintenance and/or Service Level Agreement that would be used as basis for developing the final agreement with the County. A sample is to be submitted for each license model proposed, unless the same Agreement applies to all products proposed.

**Attached as an Exhibit: Yes No**

# 3RD PARTY LICENSE AGREEMENTS

As an **Exhibit to Section 1.11.C**, CONTRACTOR to provide any third-party license agreements that would be separate from the CONTRACTOR license agreement, i.e., Adobe or other partner/third-party modules proposed.

**Attached as an Exhibit: Yes No**

# WARRANTY

A comprehensive warranty in form and content satisfactory to the County is sought by the County for all software and implementation services covered by this RFP. The entire system solutionas proposed in this RFP must include a first-year warranty (for CONTRACTOR-supplied hardware and software) to conform to contractually agreed specifications, and to protect against any defects or damage caused by Manufacturer, CONTRACTOR, or subcontractors, in the systems’ equipment or software. The year-one warranty will begin (for products accepted in phases) at the point that the system is officially accepted by the County. All repairs made under warranty will be at the sole expense of the CONTRACTOR (or Manufacturer), including parts, software, labor,travel expenses, meals, lodging and any other costs associated with the repair.

CONTRACTOR to provide as an **Exhibit to Section 1.11.D** or submit below a detailed explanation of their Warranty provisions. CONTRACTOR to be explicit in when the warranty period expires and when the fees for maintenance will start and be invoiced.

**Attached as an Exhibit: Yes No**

* 1. **EXCEPTIONS (If any) TO PROJECT SCOPE AND CONTRACT TERMS**

The County reserves the right to disallow exceptions it finds are not in the best interests of the County. Any and all exceptions must be identified and fully explained in the submitted Proposal. It is the County’s intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

***Note:*** *Deviations to the payment and retainage schedule to be provided in the Price Proposal.*

*Deviations to functionally to be provided in* ***Attachment B – Tab 13****.*

# DEVIATIONS TO SCOPE OF WORK

* + - 1. The CONTRACTOR to identify and describe any exceptions/deviations to the Scope of Work and identify their impact to the County, including, but not limited to workarounds; reductions in performance; capacity; flexibility; accuracy; and ultimately, cost and value.
      2. CONTRACTOR to identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed an unwise or unwarranted approach.

# DEVIATIONS TO RFP SECTION 16, TERMS AND CONDITIONS FOR CONTRACT AS PROPOSED BY THE COUNTY

As an **Exhibit to Section 1.12.B**, CONTRACTOR to provide any deviations to the sample contract language proposed by the County in RFP Section 20. Each item to be listed along with the requested alternative language for review by the County.

*If no deviations taken, state as such.* Substantive exceptions to the County’s terms, submitted after the date and time established for the submittal of Proposals, will not be considered.

No deviations taken:

# ANY OTHER DEVIATIONS TO RFP

As an **Exhibit to Section 1.12.C**, CONTRACTOR to provide any exceptions/deviations to any language/terms proposed by the County in the RFP not covered in sections A and B above. Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

*If no deviations taken, state as such.* Substantive exceptions to the County’s terms, submitted after the date and time established for the submittal of Proposals, will not be considered.

No deviations taken: