

Request for Proposals for Software and Implementation Services for an Enterprise Resource Planning (ERP) Software Systems Environment



Solicitation Due Date: Friday, January 13, 2023 **Time:** 4:00 p.m. (Central Time)

All Proposals must be received by City of Fargo, (City) by the date and time cited above. It shall be the Proposer's sole risk to assure submission by the designated time.

VENDORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Solicitation packages can be obtained by downloading from the City purchasing website, <https://fargond.gov/work/bids-rfqs-rfps> for further information on obtaining copies of the RFP. Should you experience problems downloading the solicitation, contact Steve Sprague at ssprague@fargond.gov.

All questions concerning the RFP **must** be submitted via email only, BerryDunn (Kate Offerdahl-Joyce – kate.offerdahl-joyce@berrydunn.com), as identified within this solicitation in [Section 1.8](#). Communications with other City staff other than for assistance with downloading the solicitation may disqualify you from the evaluation process.

Forms, Worksheets, and Other Attachments

Attachment A – Proposal Response Forms

(See MS Word document "City of Fargo ERP RFP – Attachment A.docx")

Attachment B – Functional and Technical Requirements/Capabilities

(See MS Excel spreadsheet "City of Fargo ERP RFP – Attachment B.xlsx")

Attachment C1 – Cost Worksheets

(See MS Excel spreadsheet "City of Fargo ERP RFP – Attachment C1.xlsx")

Attachment C2 – Cost Narrative

(See MS Word document "City of Fargo ERP RFP – Attachment C2.docx")

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1 RFP Introduction and Background

1.1 Introduction

The City of Fargo (City) is soliciting Proposals from Proposers capable of satisfying the needs for software and consulting services to implement a new software systems environment to address the City's needs related to Enterprise Resource Planning (ERP).

In addition to soliciting written responses, this document provides information to assist Proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Proposers
- Specifies the desired format and content of Proposals in response to this RFP
- Outlines the City's evaluation and selection procedures
- Establishes a schedule for the preparation and submission of Proposals in response to this RFP

This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation.

1.2 About The City

The City of Fargo was incorporated in 1875 and is located in the eastern border of North Dakota at the intersection of Interstate Highways I-29 and I-94. This regional economic center continues to expand with a trend of consistent growth over the past several years. The current population based on the 2020 census is 125,990 representing a 19.3% growth since the 2010 census. Health care, education and retail have a strong presence that expands the local economy into a broader regional economic center. The City is empowered to levy taxes on real property located within its boundaries and continues to expand its size with many annexations completed in the past few years. A recent demographic study expects Fargo's population trend to continue to grow for the next several years to approximately 171,000 by 2040.

The City of Fargo operates under a Home Rule Charter, established in 1986, with a Mayor-Commission form of government. Policy making and legislative authority is vested in a five-member Commission. The City Commission is responsible for policy and ordinance adoption, approving budgets, committees, and serving needs of the community. The Mayor and City Commissioners are elected at-large and serve four-year terms.

The City of Fargo provides a full range of governmental services, including public safety; construction and maintenance of infrastructure; public utilities including water, wastewater, solid waste and urban forestry; health and social services; public transportation; recreation and culture; and general support services necessary to serve the citizens of Fargo.

The following table contains statistics related to the City. These statistics are estimates and are provided for planning purposes only. Additional information has been provided in [Table 04: Functional Area Statistics](#).

Table 01: Statistics

No.	Area	Statistic
1	Operating Budget	Approx. \$309,000,000
2	Population Served	Approx. 125,990
3	Total FTEs	1,007.4
4	Fiscal Year	January 1-December 31

1.3 Project Objectives

The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes and implementing technology to enhance existing business processes performed by City departments. The City is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, the City seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Key Objectives and Outcomes:
 - Enhance operational effectiveness by making more timely, accurate, and complete information available to citizens, City personnel, and vendors
 - Utilize information technology to consolidate costs, and ongoing training and maintenance
 - Improve internal and external communications using information technology
 - Refine business processes based on best practices
 - Enhance features and functionality to support increased automation and operational efficiencies by streamlining use of systems
 - Increase productivity by eliminating redundancy and unnecessary tasks
- Primary Challenges in the Current Environment
 - Custom reports and dashboards are difficult to generate. The City desires to generate custom ad hoc reports with dashboard functionality without requiring extensive manipulation or intervention from third-party application.
 - A lack of a consistent, centralized, and electronic workflow and approval process results in significant inefficiencies to the City’s processes.
 - Supporting documents are filed outside of the system of record. The City desires to attach supporting documents to records in a future system.

- Access to an employee self-service (ESS) portal would allow employees to access information in one location and allow the City to provide centralized information to employees.
- Tracking of City contracts is done within the City's various departments with spreadsheets. The City desires to have integrated contract management capabilities, which should enable staff to connect contracts, invoices, and payment information, increasing visibility on all activities related to the contracts.
- A vendor facing portal would reduce City involvement in responding to emails and phone calls and allow citizens and vendors to directly provide information to City.
- Due to limited functionality within the current system, the City has implemented several third-party applications over the years. The City desires the opportunity to consolidate costs and ongoing training and maintenance efforts by reducing the number of standalone systems in use.

In order to address these challenges and others, the City has initiated a project to adequately plan for, select, and implement a replacement or upgraded Software Systems environment. [Section 2.0 – Project Scope](#), outlines the features and functionality desired in a future system(s), as well as the professional services necessary to implement that system(s).

1.4 Definitions

In order to simplify the language throughout this RFP, the following definitions shall apply:

ADDENDA – Written instruments issued by the City prior to the date for receipt of Proposals that modify or interpret the RFP documents by addition, deletions, clarification, or corrections.

CITY – City of Fargo, North Dakota.

CITY EVALUATION COMMITTEE – The team of City staff that will participate in the review, evaluation, and scoring of proposals and subsequent evaluation processes, including demonstrations and reference checks.

CITY PROJECT MANAGER – The person designated by the City to be the City Project Manager assigned to act on behalf of the City during the term of the resulting Contract.

CONTRACT DOCUMENTS – The RFP, submitted Proposals, including any diagrams, Addenda, and a form of agreement between the City and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.

CONTRACTOR – The Contractor(s)/consultant(s) that may be awarded a contract to provide software system(s) and professional services to implement the ERP System for the City.

DAYS – Means calendar days unless otherwise specified.

ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) – Means the financial management, and human resource information software system that is described in this RFP and in the Attachments hereto.

PROJECT – The project to configure and implement the ERP System for the City as described in this RFP and in the Attachments hereto.

PROJECT SCOPE – Scope of services to be provided by the Contractor(s).

PROPOSAL – A complete and properly signed Proposal to provide goods, commodities, labor, or services for the sum stated and submitted in accordance with the RFP.

PROPOSER or VENDOR – The person, Contractor, corporation, partnership, or other entity submitting a Proposal on items listed in the RFP documents, and thereby agreeing to meet the specified Contract terms and conditions if awarded the contract.

SERVICES or WORK – All services to be performed by the Contractor to successfully complete the Project to the satisfaction of the City.

SUBCONTRACTOR or SUBCONSULTANT – Any individual, corporation, company, or other entity that contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with the City.

VENDOR – See “PROPOSER.”

1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow, which is subject to change at the City’s discretion. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP Addendum prior to the submittal deadline.

Table 02: RFP Schedule of Events

Event	Estimated Date
RFP Published	November 7, 2022
Pre-Proposal Vendor Teleconference	Thursday, November 17, 2022 at 1pm CT
Deadline for Questions from Vendors	December 13, 2022
Deadline for Proposal Submissions	January 13, 2023 at 4pm CT
Shortlist Vendors Notified	Week of February 20, 2023
Vendor Demonstrations	March 13-17, 2023

1.6 Prequalification of Vendors

The City has not employed a prequalification process. No Vendors are either prequalified or precluded from responding to this RFP. The City has not engaged in any formal discussions or demonstrations with vendors leading up to the issuance of this RFP.

1.7 Minimum Qualifications

In order for Proposals to be evaluated and considered for award, Proposals must be deemed responsive to this RFP as determined in the discretion of the City Evaluation Committee. To be deemed responsive, the submitted Proposal documents shall conform in all material respects to the requirements stated in the RFP, and Proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered in connection with a Proposer's capability to fully perform all requirements of the RFP include, and may not be limited to: experience, integrity, reliability, capacity, and other factors required to provide the Services defined by the RFP.

1.8 Questions and Inquiries

It shall be the responsibility of the Proposers to inquire about any portion of the RFP that is not fully understood or that is susceptible to more than one interpretation [prior to the question period closing](#).

- All questions concerning the RFP **must** be submitted via email only, to the City's consulting partner, BerryDunn (Kate Offerdahl-Joyce – kate.offerdahl-joyce@berrydunn.com).
- Questions and answers will be issued in accordance with [Section 1.10 – Amendments and Addenda](#).
- Only questions and answers publicly published through Addenda shall be binding.

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

1.9 Non-Mandatory Pre-Proposal Vendor Teleconference

A non-mandatory Pre-Proposal Vendor Teleconference will be held on Thursday, November 17, 2022 at 1 pm Central Time.

Vendors that are interested in participating in the Pre-Proposal Vendor Teleconference shall contact BerryDunn in writing (kate.offerdahl-joyce@berrydunn.com) to request the teleconference information.

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

1.10 Amendments and Addenda

All clarifications, corrections, or revisions to this RFP will be documented in an addendum, which will be publicly published to the City website. Only questions and answers in an addendum shall be considered as part of the RFP. The City reserves the right to revise the RFP prior to [the deadline for Proposal submissions](#). Revisions shall be documented in an addendum and publicly published.



The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period. Vendors are responsible for monitoring the City website for the periodic posting of addenda prior to the submittal due date.

1.11 Non-Warranty of RFP Information

Due care and diligence has been exercised in the preparation of this RFP and all information herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein shall rest solely on those parties making Proposals. The City, its representatives, and its agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for the failure on the part of any Proposers or their representatives to verify the information herein and to determine the full extent of that exposure.

2 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired future systems environment.

Table 03: Functional Areas

Functional Areas			
No.	Functional Area	No.	Functional Area
1	General Ledger and Financial Reporting	8	Human Resources and Personnel Management
2	Budgeting	9	Applicant Tracking
3	Accounts Payable	10	Benefit Administration
4	Accounts Receivable and Cash Receipts	11	Performance Reviews and Learning Management
5	Purchasing, Bids, and Contract Management	12	Time and Attendance
6	Project Accounting and Grant Management	13	Payroll
7	Fixed Assets	14	Debt Servicing, Investments, and Property Assessment

The List of Functional and Technical Requirements/Capabilities contained in **Attachment B – Functional and Technical Requirements/Capabilities** contains the detailed functionality the City requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope.

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

Table 04: Functional Area Statistics

No.	Functional Area/Metric	Statistic
1	General Ledger and Financial Reporting	
	Number of Funds	300
	Number of Accounts	5,900
	Number of Journal Entries Annually	5,500
	Chart of Accounts Structure	The City's Chart of Accounts (COA) structure is identified below: <ul style="list-style-type: none"> Fund Number – three digits

No.	Functional Area/Metric	Statistic
		<ul style="list-style-type: none"> • Department – two digits • Division – two digits • Activity – three digits • Element – two digit • Object – two digit
2	Budgeting	
	Operating Budget	\$222,428,209
	Capital Budget	\$87,329,055
3	Purchasing, Bids, and Contract Management	
	Number of Purchase Orders per Year	5,312
	Number of Blanket Purchase Orders per Year	0
	Number of bids, RFPs, RFIs, RFQs issued annually	2021 - 201 2022 – 166 (year to date)
	Number of purchase cards in use	400
	Annual pCard purchase spend	2021 – Approx. \$18.2M 2022 – Approx. \$12.6M (year to date)
4	Accounts Payable	
	Vendor File	4,800
	Number of Invoices Submitted for Payment per Year	7,000
	Number of 1099's issued per Year	230
	Number of Payments per Year	8,000 Checks
	Type of Check Stock	Blank Check Stock (Stub/Stub/Check)
	Percentage of Disbursements by Payment Type	95% of payables paid by check 5% of payables paid by ACH
	Automated Clearing House (ACH) Payments	Approx. 13 Accounts Payable Approx. 104 Payroll - Accounts Payable
5	Accounts Receivable and Cash Receipts	
	General Accounts Receivable transactions per Year	Approx. 20,000 invoices
Number of Cash Collection Points (including all tender types)	12, cash, check, credit card, ACH, IVR, Tokens, PayPal, Customer Bill Pay	
6	Project Accounting and Grant Management	

No.	Functional Area/Metric	Statistic
	Number of Active Grants	150
	Number of Active Projects	1,741
7	Fixed Assets	
	Number of Fixed Assets	4,078
	Fixed Assets Classification	The City classifies fixed assets to any purchases over \$10,000.
8	Human Resources and Personnel Management, Benefit Administration	
	Total Full-time Equivalents (FTE)	1,007.4 FTE's 1,600 total employees
	Number of Full-Time Employees (exempt)	466
	Number of Full-Time Employees (non-exempt)	457
	Number of Part-Time Employees	46
	Number of Seasonal Employees	8
	Number of Recruitments per Year	221
	Number of Applicants per Year	2,349
	Number of Retirements Processed per Year	22
	Number of Personnel Transactions	4,000
	Bargaining Units	None
	Benefit Plans	Medical, Dental, and Vision Plan Life Insurance Short- and Long-Term Disability Retirement <ul style="list-style-type: none"> • North Dakota Public Employees Retirement System (NDPERS) • 457 Deferred Compensation Plan Employee Assistance Program Flexible Spending Accounts Tuition Reimbursement
	Number of Workers Compensation Claims per Year	98

No.	Functional Area/Metric	Statistic
	Open Enrollment Period	November
	Included in totals above: Number of Sworn Fire Employees	126
	Number of Non-Sworn Fire Employees	2
	Number of Sworn Police Employees	186
	Number of Non-Sworn Police Employees	27
9	Time and Attendance	
	Departments using time clocks (current list)	All except for Police Department, Fire Department, and the FargoDome
	Number of employees to use time clocks (future)	457
	Departments to use scheduling functionality (future)	All departments
10	Payroll	
	Number of W2's per Year	2021 – 1,641
	Pay Frequency	Biweekly – 26 pay periods per year
	Number of Employees Paid per Cycle (average)	Approx. 1,200 per pay period
Useful Links		
<ul style="list-style-type: none"> 2021 Annual Comprehensive Financial Report: https://download.fargond.gov/0/08_-_2021_annual_comprehensive_financial_report.pdf FY22 Operating Budget: https://download.fargond.gov/0/2022_approved_budget.pdf City Job Opportunities: https://www.governmentjobs.com/careers/fargond 		

2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

Alternate Proposals:

- Proposers may submit alternate Proposals for evaluation.
- Proposers may submit multiple Proposals for evaluation. For example, if a Proposer offers one or more “branded” products that may meet the needs of the City they are encouraged to separately propose each software package for consideration.

- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section 4 is required in order for the City to accurately evaluate each Proposal independent of the other.

Partnerships:

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Proposers engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor.
- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

Proposers of Subsets of Functionality:

As part of this process the City will be allowing Proposers to submit point solutions (best of breed), and encourages Proposers to participate in this process in order to consider and evaluate a range of marketplace offerings.

- The City is willing to consider best-of-breed solutions (“point” solutions), specifically for systems that address core financial management and human capital management.
- The City has a preference on software solutions that provide for the highest level of fit, and facilitate the exchange of information between any disparate systems.
- The City will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP and reserves the right to enter into negotiations for one or more proposers in order to achieve a “best-of-breed” solution.
- The City reserves the right to make one or more awards to competing Offerors for subsets of functionality as a result of this RFP. In the event the City should make awards to one or more competing Offerors, it shall be expected that additional discussion will take place between the City and the Offerors to define requirements and an approach to building an integration or interface between the selected systems. In such instance, the City expects that the Offerors will work together as necessary to develop the necessary integration once one has been identified.

- Vendors responding on a subset of functionality must also respond to Tab 1 (General and Technical) and Tabs 17-18 (Interfaces and Data Conversion) of Attachment B.

2.3 City and Project Staffing

The City intends to have functional and technical resources available during Project implementation, though it is noted that the City does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the City. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.

Staffing considerations are a consideration for the City in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to the City during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of the City during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Proposer(s).

Proposers shall clearly indicate in the proposal responses the estimated level of City resource involvement in the implementation process, in order to allow the City to perform adequate planning. The City will utilize the response to Proposers' Resource Hour Estimates in Tab 3 – Project Approach and Implementation Methodology, of Proposals as an input into the staffing plan the City develops, and requests that Proposers clearly articulate estimated staffing considerations in their responses.

2.4 Deployment Model

The City is open to considering various deployment models, and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The City wishes to evaluate the greatest range of marketplace offerings feasible through this process.

The City recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer's approach to managing upgrades, and technical staffing needs. The City is open to considering all deployment models in light of the breadth of functionality and available solutions in the marketplace to address those functional areas. The City will consider, in no particular order, the following deployment models:

- a. On Premise (locally hosted at the City, perpetual licenses)
- b. Software as a Service (SaaS or subscription-based models)
- c. Proposer hosted (hosted and managed by the Proposer, perpetual licenses)

Cost sheets have been provided under **Attachment C1 – Cost Worksheets** for pricing each of the deployment models.

This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e. recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposer’s shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g. through a partnership or offered by the same company) the Proposer shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C1) the deployment model for each proposed software product.

The City does not have a preference as to a specific hosting location, but does have a requirement toward the hosting being within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 9 to proposal responses (please see Attachment A for further instruction).

2.5 Number of Users

The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system.**

- **Departmental (Core/Power) Users:** This category of users includes those City staff that will interact with the system modules on a regular basis and conduct core business processes within the system as power users. Such generic examples include, but are not limited to: Payroll Clerk, Financial Analyst, System Support Specialist, etc.
- **Customer Department Users:** This category of users includes those City staff that will interact with the system modules as internal customers by either initiating transactions (e.g., entering a payment or entering a requisition), reviewing/approving transactions (e.g., reviewing leave requests, reviewing requisitions entered by a subordinate), or consuming information (e.g., reviewing departmental budget).

Table 05: Number of Users

Functional Area	Departmental (Core/Power) Users	Customer Department Users
Financial Modules, including: <ul style="list-style-type: none"> • General Ledger and Financial Reporting • Budgeting • Purchasing, Bid, and Contract Management • Accounts Payable • Accounts Receivable and Cash Receipts • Project Accounting and Grant Management • Fixed Assets 	69	83
Human Capital Management, including: <ul style="list-style-type: none"> • Applicant Tracking • HR and Personnel Management • Benefit Administration 	20	1,000

Functional Area	Departmental (Core/Power) Users	Customer Department Users
<ul style="list-style-type: none"> • Learning and Performance Management • Time and Attendance • Payroll 		
<p>It is anticipated that some users will use multiple modules, causing overlap in each functional area. The counts are broken down by functional area to allow Proposers to formulate responses based on each. The City estimates that:</p> <ol style="list-style-type: none"> a. The total number of licensed regular daily users of the system (requiring the ability to add, edit, and view content) using a named-seat basis may be around 155 b. The total number of regular daily concurrent users to be around 50 (unnamed license seats – in other words, how many people are expected to be accessing the system/module at the same time. This is in contrast to named users who have dedicated licenses tied to a unique login/user ID) c. The City anticipates that all employees (up to 1,600 during peak seasons) would have access to self-service portal functionality 		

2.6 Potential Phasing and Target Live Dates

The City requests that offerors provide potential phase start and target go-live dates in proposal responses per **Attachment A – Proposal Response Forms**, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. The City anticipates that implementation activities would begin in April 2023. The City would like to target January 2025 as a potential go-live date for financial modules, and June 2025 as a go-live date for human resources and payroll modules. The City follows a January 1 – December 31 fiscal year, and open enrollment occurs during the month of November.

2.7 Current Applications Environment

The City uses CentralSquare as the primary business application that supports their financial needs. The City operates a local-host instance of the application using an IBM® i server infrastructure. This application is maintained by the City’s Information Technology (IT) Department, supplemented by vendor support when appropriate. Support agreements exist with CentralSquare, IBM® i support, ESEND and Spool Tools.

Table 06: Current ERP Functions

Current ERP Functions			
1	Accounts Receivable	8	Grants Administration
2	Asset Management	9	Human Resources
3	Cash Receipts	10	Loans Module
4	Cognos BI	11	Payroll/Personnel
5	Document Management Services	12	Purchasing Cards
6	End of Year Processing Module	13	Purchasing/Inventory

Current ERP Functions	
7	Government Management & Budgetary Accounting with Extended Reporting

It is noted that the City currently processes transactions (e.g., payroll, W-2's, and accounts payable) for an independent entity – the FargoDome. The City, and the FargoDome each maintain separate bank accounts against which accounts payable and payroll are transacted, though both groups use the same check layout. The City anticipates that the FargoDome would be set-up under the umbrella of the City organization in a future system. Each of the entities does have its own EIN number.

Other Major Applications

The City also uses a wide variety of applications to provide capability and functionality in specialized areas. Many of these applications are listed in Table 07. **Identification of any potential future system interfaces is provided in Attachment B to this RFP.**

Table 07: Additional Software Applications

Additional Software Applications		
No.	Application	Use/Summary
1	Agilysys	Scheduling system for FargoDome
2	ACOM Solutions	Check, direct deposit, and positive pay files system
3	Microsoft Access Databases	Information contained in databases maintained in Engineering for excavation, sidewalks, and driveway permit charges
4	ATS	American Technology Solutions application for payroll direct deposit and W2 information
5	bswift	Blue Cross benefit management application
6	BMO	BMO Harris - Bank of Montreal system for procurement cards
7	Business Services	Internally developed application for SQL jobs that report on Over Dimensional permit charges in Engineering
8	Business Services	Internally developed SQL stored procedures that export AP and AR vendor information into database files
9	CAFR Unlimited	Creates Annual Comprehensive Financial Report
10	Cityworks	Maintenance management software system.
11	Cognos	Reporting system used with CentralSquare
12	CUSI	Utility Management Solutions system
13	ESEND	Application used to email reports to departments
14	Experian	Credit reporting system
15	Finance – AJ imports	Internally developed process for Finance transaction data transferred to a shared folder.

Additional Software Applications		
No.	Application	Use/Summary
16	Finance – COF Pension	Internally developed application extracts employee information such as pension deductions, accrual information and factor tables
17	Finance – Diversion Transactions	An internally developed application creates Fargo Diversion expense transaction data
18	Finance – Payroll Hours	Internally developed application imports employee hours information from Kronos and SPA
19	Finance – Vendor Payments	Internally developed application maps and consolidates monthly vendor statement charge amounts to the appropriate AP module expense accounts to facilitate keying payments into CentralSquare
20	Finance – W2s and 1099s	Internally developed application prints IRS 1099 forms and employee W2s
21	Health Licenses	Internally developed application imports environmental health licenses into CentralSquare
22	IRS website	Data extracted from CentralSquare manually transferred to the Internal Revenue Service
23	Kronos	Timekeeping software system containing employee payroll and accrual information
24	Lama	Davenport Group software used for licensing, permitting, code enforcement, inspections, and electronic plan review
25	Laserfiche	Document imaging and management system collects AP module report spools, check transaction metadata, general ledger and payroll report spools, and credit card transaction metadata through FTP and ODBC connections
26	NDPERS	North Dakota Public Employees Retirement System used for state pension information.
27	NEOGOV	Applicant tracking, recruiting, onboarding, and performance management.
28	PACE	Internally developed application for managing capital asset projects, infrastructure, and facilities
29	Paradigm Compuweigh	Scale software used for Solid Waste landfill fees
30	Payroll Professionals	Third-party solution used for monthly pension benefit payments for the City, Police and Fire pensions
31	SPA	Scheduling Payroll Application an internally developed system for Police Department timekeeping
32	Spool Tools	Laserfiche interface for reporting.

Additional Software Applications		
No.	Application	Use/Summary
33	Vector Solutions	Learning Management System and Incident Reporting
34	Vector Solutions Scheduling	Scheduling software for Fire Department
35	Wells Fargo Banking	Banking application used for positive pay and direct deposit files generated by CentralSquare. Check Reconciliation file is exported from the bank and imported to CentralSquare

The City’s core technical infrastructure is located on premise. There are two datacenters in use - one primary and one designated as the secondary facility, set up in an active/active failover configuration. The City’s two datacenters have incorporated cooling, UPS, power distribution, and fire suppression systems into their design. A fiber-optic connection with adequate bandwidth is maintained between data centers for storage and data replication.

The City maintains an internet service connection that provides adequate bandwidth for its needs. The City has multiple sites connected to their main network, utilizing City-owned fiber-optic cable. Servers are connected to HPE Nimble storage area units (SAN), which provide specialized, high-speed network storage. Backups are completed on a routine schedule using Veeam. The City utilizes next generation firewalls in a high-availability configuration that includes intrusion detection and prevention, content filtering, and malware protection.

The City provides a mix of desktops and laptops for end users, using both wired and wireless connections. End user devices are typically Dell branded desktops, workstations, or laptops. All end user equipment is on a four- to five-year replacement cycle. Life cycle replacement for networking equipment is approximately five- to seven years, although equipment may be replaced when needed.

2.8 Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Proposers as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide the City with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - Objectives
 - Deliverables and Milestones
 - Project Schedule
 - Resource Management Processes
 - Scope Management Processes
 - Schedule Management Processes
 - Risk Management Processes
 - Quality Management Approach

- Communication Management Approach
- Organizational Change Management Approach
- Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional documentation about each Plan may be found in **Attachment A – Proposal Response Forms**, Tab 3, attached to this RFP.

2.9 Budget

The City is committed to fully funding the one-time and recurring annual costs for the acquisition of the software (whether a licensed model or a subscription model is selected as a result of this process). The City does not have an established budget in place for this project, but intends to use the proposals received through this process to inform the budget development process. The City has performed initial, high-level estimations, for the acquisition of either an on-premise or cloud-based software solution including professional services and recurring maintenance/subscription costs. Recognizing the cost and payment differences between deployment models, a final budget will be programmed based on the results of this RFP and final contract negotiations.

The City is sensitive to the total costs, and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.

2.10 Personnel

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the City shall notify Contractor and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor's personnel that the City deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

2.11 Software Upgrades

The City shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to the City so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

2.12 Performance Review

The Contractor may be required to meet with the City's Project Manager not less than once per quarter to conduct a performance review of the Contractor. These meetings will be either in person at City offices, or via teleconference or web-conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

3 Proposal Evaluation and Award

3.1 Evaluation Process

The following subsection outlines the intended proposal evaluation process the City has identified. The City reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Proposer, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if the City deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) award this project in whole or in part to a vendor other than the highest scoring vendor based on the determination of the best overall value and/or fit for the City, and/or (ix) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer. The City may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

- a. **Vendor Shortlist:** The City Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of the City. The evaluation criteria described in will be the basis for evaluation. The Evaluation Committee will determine the Proposers best suited to meet the needs of the City based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.
- b. **Vendor Demonstrations:** The City, at its sole discretion, reserves the right to have system demonstrations with those Proposers on the Vendor Shortlist, or any other Proposer. Demonstrations may be conducted at City offices or via web conference, subject to then-current public health guidance. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A Pre-Demonstration Vendor Teleconference will take place for those Vendors that have been shortlisted, and Proposers will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Proposers. The proposed version of the software must be shown, and must not include any software that is under development or in beta testing. Evaluation Committee members will view the demonstrations, and additional City staff may also be in attendance to observe and provide informal feedback.
- c. **Reference Checks:** The City may employ a process of contacting references provided through Proposers' proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. The City reserves the right to conduct reference checks at any point in the evaluation process, and to contact other known users of the proposed system(s) beyond just those references provided.

- d. **Best and Final Offer and Request for Clarification:** A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the identification of the Vendor Shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the City’s best interest.

3.2 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any Proposer that submits a Proposal, including requesting additional information. The City reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the City Evaluation Committee, which will best serve the City business and operational requirements, considering the evaluation criteria set forth below. Proposers shall be available for a system demonstration to City staff on dates specified in [Table 02](#) or as otherwise requested by the City if selected for system demonstrations. Failure of a Proposer to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

3.3 Evaluation Criteria

As described in the preceding Evaluation process sub-section, the City intends to follow a cumulative approach to scoring based on key evaluation activities (e.g. scoring is conducted in a progressive manner, following various steps in the process). The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Vendor proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the City:

3.3.1 Short-List Identification: The City intends to utilize the criteria presented in Table 08 following the Evaluation Team’s review of Proposals.

Table 08: Short-List Identification Criteria

Criteria	Description	Points
Functionality	This criterion considers but is not limited to the following: <ul style="list-style-type: none"> • The vendor’s written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution. • The ability for the proposed software to integrate with the City systems environment. 	35
Technical	This criterion considers but is not limited to the following: <ul style="list-style-type: none"> • Alignment of the proposed software to the City’s preferred technical specifications. • The vendor’s written response to each Potential Interface. • The level of integration among proposed functional areas. 	15
Approach	This criterion considers but is not limited to the following:	25

Criteria	Description	Points
	<ul style="list-style-type: none"> The described approach to implement an enterprise system to achieve the City's goals and objectives. The alignment of the proposed implementation timeline to the City's desired timeline. The distribution of implementation tasks among City and vendor teams. The proposed resources hours among City and vendor teams. The vendor's approach to key implementation tasks including but not limited to data conversion, testing, and training. The vendor's planned ongoing support and maintenance services. 	
Vendor Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The vendor's experience delivering the services requested in the RFP. The vendor's experience with similar implementations for comparable organizations. The vendor's experience deploying comparable interfaces to the City's related applications. 	20
Proposed Staff Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The experience of named staff delivering services requested in the RFP. The experience of named staff with similar implementations for comparable organizations. The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. 	5

3.3.2 Finalists Identification: The City intends to utilize the criteria presented in Table 09 following the demonstrations by Short-List vendors.

Table 09: Finalist Identification Criteria

Criteria	Description	Points
Functionality Demonstrated	This criterion considers new information learned through vendor demonstrations including but not limited to the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes.	15
Technical Capabilities	This criterion considers new information learned through the Technical Discussion as part of vendor demonstrations as well as other sessions.	5
Approach Discussion	This criterion considers new information learned through the Implementation Approach Discussion as part of vendor demonstrations as well as other sessions.	5

Criteria	Description	Points
Experience Discussion	This criterion considers new information learned through the Company Overview Discussion as part of vendor demonstrations as well as other sessions.	5

3.3.3 Preferred Vendor Identification: The City intends to utilize the criteria presented in Table 10 following the completion of reference checks and any site visit.

Table 10: Preferred Vendor Identification Criteria

Criteria	Description	Points
Reference Feedback	This criterion considers the feedback received from references related to the vendor’s performance in the implementation including meeting project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing vendor performance with support and maintenance.	20
Comparable References	This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g. City/town/village), comparable scope, similar software version, and deployment model.	10

3.3.4 Cost Point Allocation: The City will evaluate cost proposals based upon this criteria. Cost points will be applied at the timing in the evaluation process as may determined by the Evaluation Team. The City reserves the right to review cost proposals at any stage in the process to ensure pricing is within internal budget planning ranges. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO).

Table 11: Cost Point Criteria

Criteria	Description	Points
Cost	This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Proposers will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers. In evaluating cost, the City may evaluate on a fully loaded ten year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; and associated hardware support costs. The City reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Proposer’s resource estimates as a basis for their calculations.	40

Criteria	Description	Points
	Vendors of point solutions will be compared against other proposals for the respective functional area group.	

3.4 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the City. This RFP does not constitute an offer or a contract with any Proposer or other party. The City reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of the City or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors will be rejected. The City may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. The City further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the City reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP. The City also reserves the right to refrain from making an award if it determines it to be in its best interest. The City reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The City reserves the right to create a Project of lesser or greater expense than described in this RFP or the Proposer's reply, based on the component prices or scope submitted. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

3.5 Offer Held Firm

Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving bids/proposals. At the end of the 180 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

3.6 Contract Negotiation

After final evaluation, the City may negotiate with the Proposer(s) of the highest-ranked Proposal. If any Proposer fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Proposer of the next highest-ranked Proposal or terminate negotiations with any or all Proposers. If contract negotiations are commenced, they may be held at City office locations or via teleconference. If contract negotiations are held, the Proposer will be responsible for all of Proposer's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

3.7 Failure to Negotiate

If the selected Proposer:

1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith

3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Proposer and the City, after a good-faith effort, cannot come to terms; then

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

3.8 Contract Type

The contract resulting from this RFP shall be in form and content satisfactory to the City and shall include, without limitation, the terms and conditions provided for in this RFP and any sample agreement provided by the City, and such other terms and conditions as the City deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in Attachment C2 for the various cost types.

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will be based on prices submitted by the Selected Proposer, subject to contract negotiations with the City, and shall 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. A party proposing a price change in an extension period must notify the other party at least one-hundred eighty (180) days prior to the commencement of any extension period.

3.9 Contract Changes

Written requests for price changes, during the implementation process or thereafter, resulting from a change of scope, as initiated or requested by the City, must be submitted in writing to the City via Change Order. Any increase will be based on the Contractor's actual cost increase only, as shown in written documentation. All Change Order requests must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the City, (1) the request may be granted; (2) the Change Order may be modified to include a greater, or lesser, scope; or (3) the City and Proposer may continue with the Contract without change. The City will accept or reject all such written requests within ninety (90) days of the date of receipt of Contractor's request for price increase or receipt of proper written documentation, whichever is later.

If a price increase is approved, the City will issue an amendment or change order to the contract specifying the date the increase will be effective. All Services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed. If a price increase is rejected, the Contractor will be notified and, at the option of the City, the Contract may be (1) cancelled and the solicitation may be re-advertised; or (2) continued without change.

All other Contract changes will be effective only on written agreement signed by both parties.

3.10 Contract Approval

The City's obligation will commence only following the City Commission's approval of a Contract and the parties' execution of the Contract. Upon written notice to the Contractor, the City may set a



different starting date for the Contract. The City will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the City.

4 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by Proposers submitting Proposals. Offers that do not comply with all instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is established in [Section 1.5](#). It will be the sole responsibility of the Proposer to submit its Proposal to the City before the closing deadline.
2. **Hard Copy Proposals:** No hard copy's will be accepted for proposal submission.
3. **Email Proposals:** No emails will be accepted for proposal submission.
4. **Electronic Proposals:** All Proposers must submit its Proposal to the City via this link <https://fileshare.fargond.gov/index.php/s/z3pGTJiWXFZb8Lc>. Proposer must include company name in the file name(s) and follow the Proposal Naming and File Formats from Table 12. For assistance with uploading please contact the City at ERP-RFP@FargoND.gov.
5. **Electronic Media Proposal File Formats and Naming:** Proposers shall submit one (1) electronic version of the Technical Proposal. The following table provides the required file formats and naming conventions for the electronic media files.

Table 12: Proposal Naming and File Formats

Proposal Section	Recommended File Naming Convention	Required File Format
Technical Proposal (Inclusive of Attachments A & B, and any Exhibits/Attachments)	"(<i>Proposer Name</i>)" Technical Proposal	All files combined into one (1) searchable Adobe PDF
Attachment B – Functional and Technical Requirements	"(<i>Proposer Name</i>) Proposal Response to Attachment B"	To be submitted in Microsoft Excel format, in addition to above PDF format
Price Proposal (Inclusive of Attachments C1 and C2, Proposer's Standard Travel and Expense Policy, and any Appendices)	"(<i>Proposer Name</i>)" Price Proposal	All files combined into one (1) searchable Adobe PDF
Attachment C1 – Cost Worksheets	"(<i>Proposer Name</i>) Proposal Response to Attachment C1"	To be submitted in Microsoft Excel format, in addition to above PDF format

6. **Amendment of Proposals:** Proposers may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued and a Proposer has previously submitted a Proposal in response to this RFP, the Proposer shall notify the City via email of the need to submit an amendment, and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of the City.

7. Except for trade secrets and confidential information that the Proposer identifies as proprietary, all Proposals will be open for public inspection after the contract award.

4.2 Technical Proposal Organization Guidelines

Proposers are instructed to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tab sections as a part of their response to the Technical Proposal. **The City expects that Proposers will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.** The following table contains the organization guidelines for Proposal responses.

Table 14: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	Company Introduction
Tab 2	Software Solution
Tab 3	Project Approach and Implementation Methodology
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	Security and Software Hosting
Tab 9	Testing and Quality Assurance Plan
Tab 10	Training Plan
Tab 11	References
Tab 12	Sample Contracts, Warranty, and Escrow
Tab 13	Exceptions to Project Scope and Contract Terms
Tab 14	Functional and Technical Requirements Response

4.3 Content for Tabs 1 – 14

1. Tabs 1 – 13

- i. Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project. Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment A – Proposal Response Forms**, Proposers are requested to provide complementary narrative information, diagrams, and images to help

substantiate and support their proposal response to each Tab section. Proposers are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 13).

2. Attachment B: Tab 14

- i. **Attachment B – Functional and Technical Requirements/Capabilities** is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements. This tab is to include Proposer's response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. Proposers are to provide Attachment B in both Excel format, and also in PDF format appended to the responses to Attachment A Tabs 1-13.

3. Proposal Supplements

- i. Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal.

4.4 Price Proposal

The Proposer's Price Proposal shall consist of two sections, as further described below:

1. The completed Cost Worksheets as contained in **Attachment C1 – Cost Worksheets**. Proposers shall not modify the worksheets in any way.
2. A narrative description of the proposed costs in response to **Attachment C2 – Cost Narrative**, including:
 - The Proposer's pricing as provided in vendor's standard quoting/pricing format.
 - The Proposer's standard travel and expense policy.

5 Terms and Conditions

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

The following terms and conditions apply to this RFP solicitation process and will be incorporated into the resulting contract as applicable. The City expects the resulting contract to include the RFP and proposal response as exhibits.

5.1 Indemnification

Vendor shall indemnify, defend, and hold the City of Fargo, North Dakota, harmless from and against all claims, losses, damages, or costs arising from or in any way related to Vendor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

5.2 Records and Audits

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time, and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Agreement and shall be subject to inspection by City. The City shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of City to recover excessive and/or illegal payments.

5.3 Incurred Expenses

There is no express or implied obligation for the City or the FargoDome to reimburse Proposers for any costs or expenses incurred in preparing Proposals in response to this RFP, and the City or the FargoDome will not reimburse Proposers for these costs or expenses, nor will the City or the FargoDome pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these Services. The City or the FargoDome are not responsible for any cost(s) incurred by a Proposer in preparing and/or submitting a Proposal in response to this RFP. The City or the FargoDome will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Proposer's products and Services.

5.4 Authorized Signatures

The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

5.5 Rights to Submitted Material

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

The City and the FargoDome are public entities and, as such, are subject to open records laws and open meeting laws. Proposers are encouraged to familiarize themselves with North Dakota open records laws and open meeting laws. Proposal packets are subject to public review.

5.6 Confidential Information

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

The Proposer and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the Proposer's employees, agents, and subcontractors and Proposer shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Proposer, its employees, agents, and subcontractors will promptly return any confidential information in its possession to the City.

5.7 Waiver of Claims

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the City, and their respective employees, officers, members, directors and partners; The City's Representative and its employees, officers, members, directors and partners; and the City, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Proposers. Submission of proposal indicates Proposer's acceptance of the evaluation technique. Without limiting the generality of the foregoing, each Proposer acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

5.8 Statutory Information

Any contract or agreement resulting from this RFP shall be construed in accordance with the laws of the State of North Dakota. Any litigation between the parties arising out of, or in connection with, the contract shall be initiated and prosecuted in federal or state court in the City of Fargo, North Dakota.

5.9 Non-Discrimination Clause

During the performance of the contract, the Contractor and all subcontractors 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 assistance. The Contractor and all subcontractors 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.

5.10 Force Majeure

Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions (“force majeure”). If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

5.11 Policy Compliance

The Proposer shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by any provided City policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property at all times while performing duties pursuant to the contract. The Proposer agrees and understands that a violation of any of these policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by the City.

5.12 Compliance with Federal, State, City, and Local Laws

Proposals must comply with all federal, state, and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of Fargo, or the State of North Dakota, as they may apply, as these laws may now read or as they may hereafter be changed or amended.

5.13 Patents and Copyrights

The successful vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.

5.14 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.15 City Property

The use of any and all City property by Contractor or its agents must be approved in advance by the City.

5.16 Rights of Use

The Contractor agrees that the City 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 Contractor or anyone acting on behalf of the Contractor as a result of this contract.

5.17 Ownership of Data and Transition

Any and all City data stored on the Contractor's servers or within the Contractor's custody is the sole property of the City. The Contractor, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Proposer shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; and
- c. Make available to the City, at no cost, all City data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or City request. Such data shall be provided in a machine-readable format as agreed-upon by the parties.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the City shall:

- d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement

5.18 Data Privacy and Security

Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process City data within the continental United States. If applicable to the Contract, the Contractor shall back up all City data daily to an offsite hardened facility.