



## **REQUEST FOR PROPOSAL**

# **Integrated Enterprise Resource Planning (ERP) System**

**RFP 7970-0-2009/RW**

**Issued by:**

**THE CITY OF MADISON, WI**

Office of the Comptroller  
Purchasing Services  
City-County Building, Room 406  
210 Martin Luther King Jr. Blvd.  
Madison, WI 53703-3346  
Tel: (608) 266-4521 Fax: (608) 266-5948  
Website: [www.cityofmadison.com/purch.html](http://www.cityofmadison.com/purch.html)

**Due: April 2, 2009 @ 2:00 PM CST**



## OVERVIEW



### INTEGRATED ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM RFP-7970-0-2009/RW

1. Summary

The City of Madison – Comptroller’s Office (“City”) is soliciting proposals from qualified vendors for an Integrated Enterprise Resource Planning (ERP) System per the specifications contained in this solicitation. Vendors submitting a Proposal (“Proposer”) are required to read this Request for Proposal (“RFP”) in its entirety and follow the instructions contained therein.

2. Important Dates

Deliver proposals no later than the due date and time indicated below:

Issue Date:	Thursday, February 12 <sup>th</sup> , 2009
Intent to Respond Due:	Thursday, February 26 <sup>th</sup> , 2009
Written Questions Due:	Thursday, March 5 <sup>th</sup> , 2009
Response to Questions Issued:	Thursday, March 19 <sup>th</sup> , 2009
<b>Due Date and Time:</b>	<b>Thursday, April 2<sup>nd</sup>, 2009, 2:00 p.m. CST</b>

3. Format

Submit proposals in the following format:

- **One** electronic proposal stored on a common media; CD, DVD or flash drive.
- **Six** copies, typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version.

Include all required information and certifications as stated in Part 6: Required Information/Contents of Proposals. See Bid Form D for a Receipt of Forms and Submittal Checklist.

4. Labeling

Package, seal and clearly label proposals as specified below:

Proposer’s Name and Address  
RFP # 7970-0-2009/RW  
TITLE: Integrated Enterprise Resource Planning System  
DUE: Thursday, April 2<sup>nd</sup>, 2009, 2:00 p.m. CST

5. Delivery

Deliver sealed proposals to:

City of Madison Purchasing Services  
Room 406, City-County Building  
210 Martin Luther King Jr. Blvd.  
Madison, WI 53703-3346

6. Late Proposals

**The City will reject late proposals.**



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## 1. Introduction

The City of Madison is seeking Enterprise Resource Planning (ERP) proposals to support various elements of City operations including finance (e.g. budgeting, accounts payable, accounts receivable, general ledger, procurement, treasury, grant and asset management), human resources (e.g. recruitment, training) and payroll (e.g. compensation, benefits). The City seeks an ERP software solution with proven local government functionality from a provider with a sound record of customer support.

The City's vision is to implement an integrated solution to easily process, report, and store information and to improve delivery of services and activities through better financial management, improved business processes, and better information for decision making.

The City expects that its investment in a new ERP solution will be a catalyst for change and will allow the City to realize tangible benefit through better processes, reduced redundancy of data, and a more complete and accurate picture of the City's operations. Thus, the City expects that any ERP software solution proposed shall:

- **Enable Standardized Government Best Practices Across the Enterprise:** The solution shall support current trends relative to best business practices in government and provide flexibility and ongoing development to adopt new practices as they are identified. The solution shall support the implementation of standard core processes across City departments where feasible and not prohibited by law.
- **Provide an Integrated Platform & Support Data Driven Decision Making:** The solution shall be process-driven with data located in one integrated system shared across City departments. The solution shall support integrated, enterprise-wide business processes with a goal of eliminating redundant handling of data and increasing the accuracy of information. The solution shall replace multiple existing systems and offline, department specific toolsets, with an integrated, modular system.
- **Enable Self-Service:** The solution shall provide City departments, employees, vendors, and other appropriate stakeholders with convenient and intuitive options for access to the system and to pertinent data at all times (24 x 7) through self service interfaces that do not require administrative intervention.
- **Reduce paper use:** The solution shall support the City's efforts towards sustainability.

The City's goal is to shift business processes to a common citywide standard using an off-the-shelf ERP solution with limited software customization and minimal use of third party vendors. Additionally, the City is committed to improving its current business processes in order to bring them into alignment with leading practices. The City is willing to consider changes to Finance, Procurement, Human Resources, Payroll and other Agency policies, procedures, and rules to minimize the need for modifications or customizations in the software solution that is responsive to the City's key requirements. Therefore, Proposers will have the option to identify activities around the evaluation and redesign of current processes in the implementation plan submitted as part of their proposals.

## 2. City of Madison Overview

1.

2.

### 2.1 Profile

#### Basic Information

The City of Madison, with a population of 224,810, is the second largest city in Wisconsin. It is located approximately 150 miles northwest of Chicago and 75 miles west of Milwaukee. Besides being the state capital, Madison is also the county seat of Dane County. Incorporated in 1846, Madison has since grown to encompass just over 79 square miles of land. It is the home of the University of Wisconsin system's flagship campus, with an enrollment of over 41,000 students. Madison is often cited in national rankings as one of the country's best places to reside.

The City operates under a Mayor-Council form of government. The Mayor is the chief executive officer of the City and has the general supervisory authority over all City officers and heads of departments in the performance of their representative duties.

#### Local Economy

Madison's economic outlook remains positive, based on the City's strong and diverse economy, favorable debt profile, and sound financial operations that benefit from favorable reserve levels as well as the stability of the City's primary revenue sources.

The City also benefits from a diverse economic base. The fields of high technology, software development and bio-medical research have increasingly become a part of the economy and continue to thrive. This is partly due to the highly educated labor force of this university community.

#### Long-Term Financial Planning

The City's financial operations are expected to remain strong and stable. Moody's Investors Service affirmed the City's Aaa bond rating in 2008, the highest quality rating available noting "management's strong fiscal oversight" as well as "the City's strong and diverse economy; sound financial operations, favorable reserve levels and debt profile as well as the stability of the primary revenue sources." The City is scheduled to retire 91.1% of its currently outstanding general obligation debt within 10 years. Future borrowing is planned to maintain and improve the quality of the City's physical infrastructure, the overall debt burden is modest at less than 1.6% of the value of the taxable property base.

#### Further Information

The City of Madison maintains a comprehensive website which may be reviewed for further background information and for expanded descriptions of the City's departments, structures, financial information and administration:

<http://www.cityofmadison.com/>

## **2.2 Agency Listing**

The City expects the scope of the project to impact every department within the organization. A listing for reference of the City of Madison agencies is below:

- Assessor
- Attorney
- Civil Rights
- Clerk
- Common Council
- Community and Economic Development
- Comptroller
  - Purchasing
  - Payroll/Benefit Administration
- Fire
- Golf
- CDA Housing
- Human Resources
  - Benefit Administration
- Information Technology
  - Madison City Channel
- Madison Public Library
- Mayor's Office
- Transit Utility
- Monona Terrace
- Municipal Court
- Overture Center
- Parking Utility
- Planning Economic & Community Development
  - Community Development Block Grant (CDBG)
  - Community Services
  - Senior Center
  - Real Estate
- Planning
- Police
- Public Health - Madison and Dane County
- Public Works
  - Engineering
  - Building Inspection
  - Streets & Recycling
  - Traffic Engineering
  - Fleet Services
  - Parks and Recreation
- Sewer Utility
- Stormwater Utility
- Treasurer
- Water Utility

## 3. Project Background

### 3.1 Business Context and Needs Assessment Summary

An overview of certain current City processes and relevant facts is provided below. The following background information is for informational purposes only. The City is interested in understanding how the proposed solution will help improve City processes and alleviate current system and process limitations.

Supplemental information is also available in the following appendices:

- Appendix 2 - A comprehensive listing of process and system oriented improvement opportunities identified during the Needs Assessment phase of the project.
- Appendix 4 - A listing of relevant software applications currently used in the City is provided in the Current State Systems Diagram.

### Budgeting

The City operates on an annual budget cycle for both the Operating and Capital Budgets. The Capital Budget document includes a six-year capital improvement program; of which only the first year is legally binding. Currently, the budget planning process begins in May for the Capital Budget and July for the Operating Budget for the following calendar year. The process includes mandated dates by which the Mayor must present the budget to the City Council and by which the City Council must approve the budget.

#### Scoping Facts:

	Description	Data	Notes
1	2008 Adopted City Operating Budget	\$224,448,572	
2	2008 Adopted City Capital Budget	\$160,667,335	\$92,705,602 of the Total is G.O. Debt

### Finance & Accounting

Currently, the City's accounting function is both centralized and decentralized. The Comptroller's Office is considered the central office and is accountable for producing the City's Financial Statements in conformity with generally accepted accounting principles, establishing internal controls, policies and procedures, auditing disbursements, issuing vendor payments, billing for ambulance conveyances and special assessments, issuing payroll checks and employee reimbursements. The major City departments (Police, Fire, Library, Parks and Recreation, Planning & Economic Development, Public Works, Parking, Sewer, Water, Stormwater, and Transit Utilities, Fleet Services, and the Monona Terrace) are currently responsible for additional financial management and capital asset reporting. The City is also affiliated with several governmental and business-type discretely presented component units such as the Community Development Authority-CDA (including housing operations), the Overture Center/Madison Cultural Arts District-MCAD, the Business Improvement Districts-BID and various other foundations.

The City's accounting function is supported by Systems by Design (SXD) financial software system. SXD is a legacy financial software application which includes general ledger, payroll, accounts payable, accounts receivable, cash receipts, purchasing, capital assets, purchasing cards, and human resources subsystems. SXD employs fund accounting, including encumbrance handling. Most City departments are responsible for entering financial data into this application.

The City Treasurer keeps track of all ongoing cash-flows in order to productively manage, invest and



budget financial resources. The City employs several non-integrated software systems in addition to SxD to manage its cash, debt and investments and records.

Scoping Facts:

	Description	Data	Notes
1	Fiscal year-2007	Covered payroll approximately \$160.0 million annually	The Payroll year generally ends mid-December, reflecting when checks/cash are actually paid out.
2	Credit rating	Aaa	
3	Journal and Interdepartmental entries made to general ledger in 2007	Approximately 12,000-15,000 annually	
4	Invoices for City services issued in 2007	Approximately 3,000 standard A/R billings annually Approximately 12,000 ambulance billings annually Approximately 1,500 special assessment billings annually Approximately 75,000 Real Property tax bills and 5,000 Personal Property tax bills annually	
5	Current SxD Users  Estimated ERP system users for the new system	380  500-600  150-200	Current SxD Named users  Expected ERP Named users  Expected ERP concurrent users
6	Current Structure of Chart of Accounts	Fund.Object.Agency. Goal.User Defined.Project.Grant	Approximately 150-200 Funds (utilizing 7 or 8 code segments)
7	Number of periods in financial calendar	Currently 13	Future preference 15 or more financial periods
8	Number of Grants reported in 2007	Federal 80-90 grants State 20-25 grants	Cash received approximately \$52.5 million
9	Total 2007 Federal and State Grant expenditures	Approximately \$46.0 million	





	Description	Data	Notes
10	Number of Assets Tracked in Financial System or other programs (excluding accumulated depreciation)	5,000-7,500 SXD assets near \$223.0 million 1,000-1,500 Land Parcels GIS assets near \$172.0 million	Figures to the left exclude infrastructure networks and plant in service for utilities which are tracked using EXCEL and ACCESS assets near \$1.20 billion
11	Cash/investments-2007	Approximately \$420.0 million	
12	Long-term debt-General Obligation Notes, Revenue Bonds, and other notes	Approximately \$360.0 million with approximately \$40.0 million paid annually for principal and interest	

### Treasury

The City of Madison contracts with a financial institution to facilitate a variety of web initiated payments. Payment information is then imported into the corresponding subsystems/sub-ledgers of the City. The City Treasurer and other City departments collect payment by cash, check, credit cards, and bank EFTs as noted below.

#### Relevant Facts:

	Description	Data	Notes
1	Number of cash register / cashiering stations required to support City needs and integrate with ERP	30-40	Estimated requirements by Dept: <ul style="list-style-type: none"> <li>• 1 – Monona Terrace</li> <li>• 1 – Library</li> <li>• 1 – Comptroller’s Office</li> <li>• 1 – Senior Center</li> <li>• 3 – Municipal Court</li> <li>• 4 – Treasurer</li> <li>• 3 – Metro Transit</li> <li>• 1 – Engineering</li> <li>• 2 – Parking Utility</li> <li>• 3 – Streets</li> <li>• 2 – Water Utility</li> <li>• 7 – Police</li> <li>• 2 - Fire</li> </ul> Please refer to the Vendor Cost Proposal – Appendix 11 to detail potential hardware costs
2	Number of cash receipts processed in 2007	Approximately 25,000 annually	

## Tax Management

Real Property is valued by the City Assessor's Office in the manner specified within the Wisconsin State Statutes. The City Assessor provides data from the property assessments directly to the City Treasurer for inclusion in a property tax system.

Taxes for jurisdictions are supported by signed Tax Levy Certifications and reviewed by Comptroller staff the beginning of each November for Dane County, the State of Wisconsin, (8) School Districts, and the Madison Area Technical College. The City's Common Council adopts a tax levy for the City of Madison each November. Comptroller and the City Treasurer compute mill rates for tax bill preparation. The City Treasurer generates the individual tax bills from imported assessment data and mill rate information keyed into the property tax system. Credits and prior year real estate delinquency files are also imported into the property tax system from the Dane County Treasurer.

Tax bills are created preliminarily and in final by the City Treasurer's Office and indexed by zip code for mailing. Final tax bills are sent to the Wisconsin Department of Administration for mailing.

Comptroller staff prepares a manual journal entry for taxes receivable and applicable liability accounts within the SXD application.

Property taxes are collected via mail, online web payments, and in-person. The City Treasurer's Office records the payments directly into the property tax system. Daily checks and cash are deposited at the City's financial institution. The treasury staff initiates a cash receipt for the total taxes collected for the day and forwards it to Comptroller staff for entry, review and posting to the SXD application.

Tax refunds are issued through the SXD system for tax overpayments. The City remits the portion of taxes collected on behalf of the overlying taxing jurisdictions by January 15 and January 31 for December 31 and January 31 collections respectively. The Dane County Treasurer determines the amount of settlements for the property tax system.

## Procurement & AP

The City uses the SXD system functionality for procurement of goods and services.

Central Purchasing generates bids and RFP's for goods and services projected to be more than \$25,000. Purchases of less than \$25,000 and most professional services contracts are managed at the department level.

Contracts over \$5,000 must comply with Department of Civil Rights requirements as mandated by City Ordinance. The staff track and monitor various wage rates, targeted business awards, and affirmative action compliance plans.

Currently, the City of Madison has established several methods by which City staff can obtain goods and services to perform city business. These are described below:

Contracts are established to expedite the acquisition of commonly needed goods and services. Many of these commodities are frequently needed by more than one office or department and/or are likely to be re-ordered frequently. Contracts establish a price on specified goods or services making it possible for department staff to purchase the listed products or services at that price directly from specified vendors.

Requisition and Purchase Orders (POs) are used for purchases over \$5,000, some of which are not covered by Contracts. Limited Purchase Orders (LPO's) are used for purchases under \$5,000, for contract payments, and check requests.

City Procurement cards can be used for goods under approval limits, up to \$5,000.



Professional service agreements are used by the City to contract with outside entities for services, including specialized types of labor and professional services.

Human Services

The Office of Community Services (OCS) for the City of Madison provides funding to various external organizations that provide services to the community through multiple offered City programs. Several governing bodies including the Mayor and Common Council provide input to the process when determining the level of funding provided for each program. The OCS organizes and processes applications for program funding, communicates funding priorities and program area goals to external organizations, evaluates external organizational records to insure eligibility, authors contracts, loans, or other grants, collects service reports, provides summary and detailed reports to public stakeholders and government officials, and requests disbursements of funds to external organizations under programs.

Scoping Facts:

	Description	Data	Notes
1	Number of Purchasing Quotes in 2007	40	
2	Number of active vendors	10,000	
3	Number of A/P checks issued in 2007	26,000	
4	Number of contracts executed in 2007	150	
5	Number of purchase orders produced in 2007	1,100	
6	Number of bids and RFP's advertised	100	
7	Number of active Master Contracts	50	
8	Number of procurement card users	400	
9	Average number of procurement card transactions per month	3,000	

**Human Resources**

The Human Resources Department currently handles City employee recruitment and assessment centrally. The staff in Human Resources work with City departments to develop hiring plans, recruit and hire employees. They are also responsible for conducting screening, testing, and oral boards in developing and promoting diversity in the City workforce, conducting workplace required and elective training, negotiating Labor contracts and conducting investigations, provide a safe working environment by offering an Employee Assistance program, developing and studying position's classifications, in addition to administrating employee benefits.

The City currently uses the SXD system functionality for the primary HR system, however significant manual intervention is required to compile information from various electronic and paper sources and to manage the applicant testing, selection and hiring process.

Several departments have created standalone databases to supplement/analysis the HR/Employee data supported within the SXD system.

Scoping Facts:



	Description	Data	Notes
1	Average # of applicants per year	12,500	Applied to an average of 200 active recruitments per year
2	Current # of applicants on file	67,000	
3	Average # new hires per year	750	With an additional 250 rehires of hourly positions in various departments
4	Current # of FTE perm positions	2,788	With an headcount of between 3200 and 3800 employees
5	Current # of active job classifications	720	Permanent and hourly
6	Average # job studies/analyses per year	60	Includes current classes and creating new classifications and assigning the proper level of wage compensation to each
7	Average # of Benefit Plans offered	20	
8	Current # of Bargaining units, employee groups, Labor Unions	13	
9	Average # of grievances per year	100	Citywide
10	Average # of training sessions conducted per year	150	This refers to elective training

## Payroll

### Payroll: Time Entry & Payroll Processing

City Payroll coordinates all payroll processes, providing reporting, and administering payroll rules, calculations, deductions and taxes. Employee data such as name, address, deductions, exemptions and status, sick and vacation accruals are updated by Central Payroll staff in the Comptroller's Office.

The City payroll is one of the most complex processes in the City. City practices, procedures, policies, bargaining unit contracts, and civil service rules each contribute to the definition of payroll and compensation requirements. Employees working out of title, earning longevity increases, and working overtime are just a few of the areas presenting special challenges. For example, overtime can be paid at single, half-time, time-and-a-half, or double-time depending on the situation. The same is true of comp time earnings. Some titles receive premiums, which are not subject to shift pay or overtime. Different forms of leave may or may not be compensated. Sick leave usage alone can be categorized many different ways. All payroll staff must be well versed in bargaining unit contracts affecting the employees they serve.

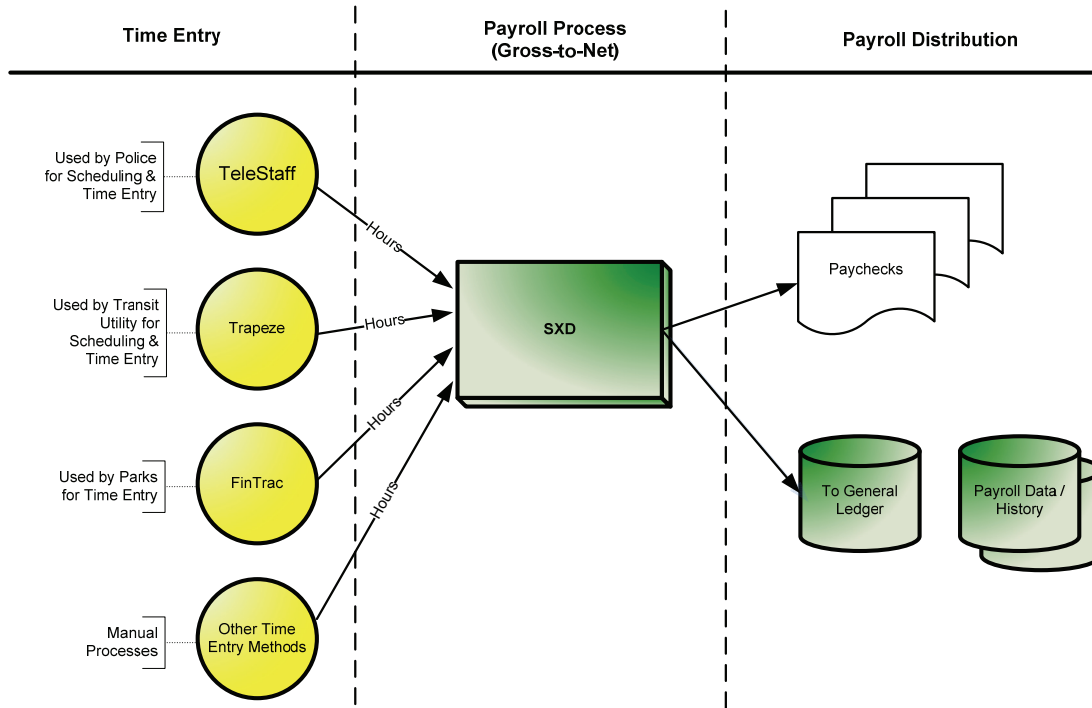
Multiple time entry and payroll gathering systems are used across the City to collect data. Some of these systems are currently part of department work order and scheduling systems. Data in the central City Payroll SXD system is ultimately captured by either an electronic file transfer from one of the time entry systems or through direct data entry.

The key time entry systems/methods for the City of Madison are noted below:

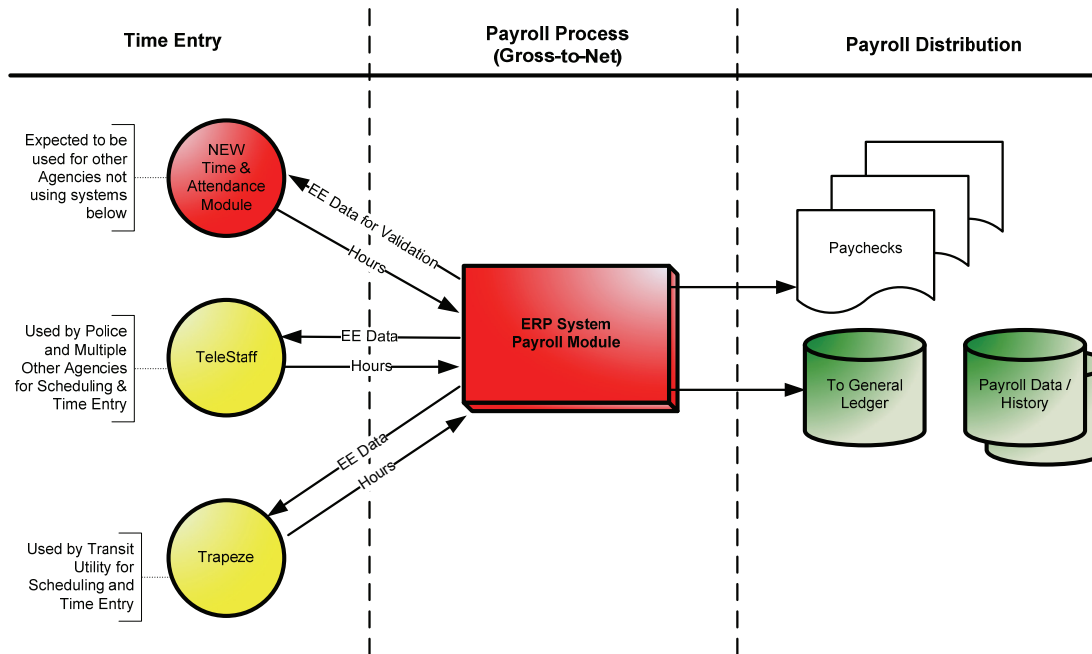
- Telestaff (3<sup>rd</sup> party employee scheduling system) = ~400 employees
- FinTrac (3<sup>rd</sup> party employee time entry system) = ~100 employees (Parks)
- Trapeze (3<sup>rd</sup> party employee scheduling/time entry system) = ~300 employees (Transit)
- Manual Entry - Direct Entry into SXD = ~960 employees

- Manual Entry – Exception Entry into SXD = ~1440 employees
- Total Employees = ~3200 employees plus ~400 seasonal workers in summer months.

A depiction of the current state high level time entry processes is below:



A depiction of the envisioned future state time entry processes is below:



A variety of scheduled and ad hoc reports are generated from the Payroll System to meet internal needs and State, federal, and pension reporting requirements.

Scoping Facts:

	Description	Data	Notes
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	Description	Data	Notes
1	Number of the estimated HR and Payroll users on the new system	Number of potential Employee Self Service: ~3200  Number of potential Manager Self Service: ~100-200	Related to web or self-service type applications.
2	Number of unique rates of pay	2000	
3	Number of employees paid	3200 (Average) 3600 (Peak)	Includes full-time, part-time, temporary, and seasonal employees.
4	Number of W2s issued for 2008	4010	
5	Percentage of employees enrolled in direct deposit	73%	
6	Number of garnishments processed annually	4000 Payments	100-200 average per pay period
7	City pay period	Bi-Weekly: (3180 paychecks produced) Monthly: (20 paychecks produced)	There are 27 paychecks every eleven years
9	Number of Earnings Types	200	
10	Number of Deduction Types	175	
11	Number of retroactive back pays processed annually	600	
12	Number of integrated time clock hardware systems (future state estimated)	~ 40 total	Estimated requirements by Dept: <ul style="list-style-type: none"> <li>• 3 – Overture Center</li> <li>• 1 – Monona Terrace</li> <li>• 1 – Metro Transit</li> <li>• 10 – Engineering</li> <li>• 2 – Fleet Service</li> <li>• 18 – Parks</li> <li>• 5 - Streets</li> </ul> Please refer to the Vendor Cost Proposal – Appendix 11 to detail potential hardware costs

Payroll: Benefits Administration

Benefits contributions are established as payroll deductions with City contributions determined by



the number of hours worked during a two-week payroll period and the various specifics of an individual's Labor Contract. The City determines whether an employee has earned enough money to cover their benefits. If not, the City will bill the employee directly. If billed directly, employees must make appropriate payments by the end of the month in order to retain benefits.

The City also provides benefits to retirees. Retirees may retain their life insurance benefits. They are billed quarterly for premiums due. The City continues to pay a portion of some retirees' health insurance based on their age at time of retirement and their union affiliation. The City bills these retirees for the portion of the insurance premium that they must pay.

The City is self-funded for Workers' Compensation and pays it on the payroll checks. The City's Workers' Compensation third-party administrator is WMMIC, and claims handling is based on applicable Wisconsin Law. Employee injury reports are investigated by the City and filed with the State if required.

Scoping Facts (Benefits Administration):

	Description	Data	Notes
1	Average number of Workers' Compensation claims per year	1000	
2	Number of Employees receiving benefits	2700	Benefits include: Medical and Dental Insurance Life and Disability Insurance Flexible Spending Deferred Compensation (457) Post-Employment Health Plan Leaves of Absence
3	Number of Retirees receiving benefits	620	20 early retirees (under age 65); 600 regular retirees (65+)
4	Number of different medical / dental / life plans the City offers its employees, and the number of tiers	See Note	City currently has 10 medical plans, and has three dental plans with 4 tiered rates.  The City has several levels of life coverage including one, one-and-one-half, two and three times salary amounts, spouse life and dependent life.  The City also offers STD, LTD, and AD&D.
5	Number of employees in deferred compensation plan	1400	Different processes are used to exchange investment information and deductions between the City and these two programs. There is no City match.  The City tracks deferred compensation to ensure the employee does not go over the allowable limits.

	Description	Data	Notes
6	Flexible Spending Accounts	See Note	Plans include Dependent Care and Medical expenses, and the City uses a Third Party Administrator.

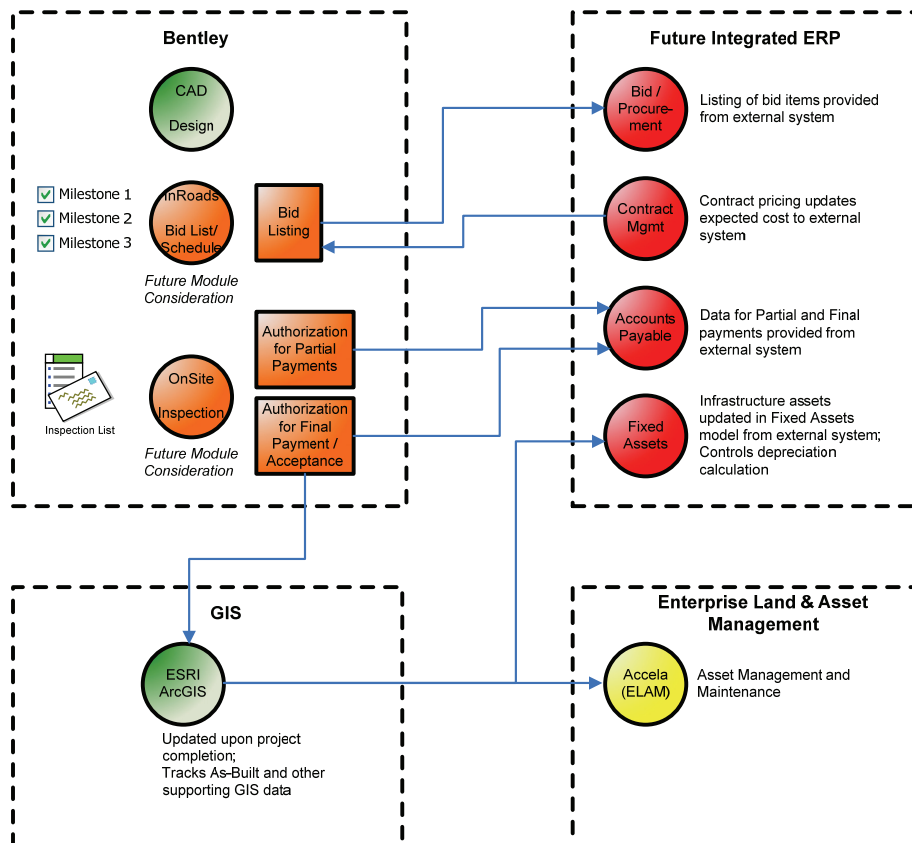
## Engineering, Public Works, and Contracting

The City of Madison’s Engineering Division is responsible for the design, supervision and inspection of all street, highway, sidewalk and bike path construction; all City surveying and mapping operations including maintenance of the City’s Official Map, street and utility records; management of the Madison Storm Water and Sanitary Sewer Utilities including the design, operation and maintenance of sanitary sewer facilities and storm sewer systems; the review of land use changes for public works feasibility; the research and development services supporting the solid waste management program; and the preparation of various studies relating to Public Works.

The Board of Public Works approves public works projects for the city; holds public hearings relative to assessments for streets and storm sewer construction, and hears appeals from citizens and contractors relative to bids and special assessment notices. Public Works contracts are competitively bid. The City’s web page is currently being used to move the bid process to being web based, as much as is provided by Wisconsin Statutes. City Ordinances and State Statutes regulate the public works bidding and contracting process.

A depiction of the envisioned future state data flow between key business applications in this area is included below for informational purposes only.

### Engineering & Public Works – Future State Process and Software Integration Vision



### Scoping Facts:

	Description	Data	Notes
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	Description	Data	Notes
1	Public Works Contracts Awarded in 2008	90 (\$50 mil)	Facilities=22, Parks=7, Sewer Only=9, Storm Only=8, Streets(incl joint projects)=34, Demolition=3, TE only=2, Water Only=5
2	Bidders on 2008 Public Works Contracts	394	4.4 bidders per contract on average
3	Size of Infrastructure Networks		764 miles of Streets 54 Bridges > 20 ft in length 752 miles of Sanitary Sewer Mains 407 miles of Stormwater pipes 1103 acres of greenways and ponds

### Utilities – Transit

The Transit Utility functions as an Enterprise Fund within the City and operates the Fixed Route and Paratransit Bus service within the Metropolitan area. Metro manages net assets of over 80 million dollars. Metro manages Transit Federal and State Capital grants, State Operating grants, and Partnership contracts with local businesses, municipalities and Dane County. Metro oversees all transit ticket/sales transactions and revenue.

Transit staff (approximated 450 employees) is comprised of both hourly and salaried employees who are currently managed using different payroll systems.

A variety of software packages are currently used to manage transit operations including:

- Trapeze Software - route scheduling and dispatch, manage leave (exception based)
- Fleet Mate – vehicle maintenance
- Microsoft Access – asset management
- Transit Master – GPS and service tracking

### Scoping Facts:

	Description	Data	Notes
1	Metro invoices for fare media and other services	Approximately 1,200 A/R billings annually  Approximately 20 contracts with Service Partners & Unlimited Ride Partners	Annual Fare Media sales (invoices) of \$7,930,000.  Annual Partner & Contra invoices of \$22,920,000.
2	Number of Ticket Sales Outlets	Approximately 80 outlets	Currently track outlets inventory in Access to calculate sales for invoicing.
3	Current Asset value - \$82,932,000	3,821 assets	Currently in Access, includes calculation of depreciation & contributed capital by funding source (grants & other local, as well as city share)



	Description	Data	Notes
4	Number of Grants	Federal 10-15 grants State 5-10 grants	Funding average 10 million per year. (Expenditures & Revenue)
5	Grant Budgeting		Capital & Operating Budget by Grant (funding source), currently a separate process in SXD.
6	Grant Financial Reports	Project Status report (expenditures /revenues) and Balance Sheets per Grant.	Federal requirements include ability to report <b>Inception to date</b> as well as year to date, quarterly and monthly all pertinent activity
7	Number of Routes	Approximately 70 routes	Metro has approximated 200 runs assigned to drivers daily through Trapeze software, and managed by Operations.
8	Annual Trips	12,952,874 trips	2007 data from Trapeze / Excel for three modes of service (Fixed Route, Paratransit – directly operated and Paratransit – purchased services).

### Utilities – Water/Storm/Sewer

Water/Storm/Sewer Utilities are Enterprise funds of the City with a separate general ledger currently maintained by the Water Utility.

The Water Utility is a groundwater system that maintains 23 deep wells and pumps on average 30 million gallons per day serving a population over 240,000 through 65,000 connections. In addition to the 23 deep wells, it's distribution system includes over 835 miles of main, 7 booster stations, over 8,300 hydrants, and 7 reservoirs and elevated storage facilities. Budgeted positions equate to approximately 130.

#### Water Utility:

The Water Utility maintains a Customer Information System and produces a Madison Municipal Services bill that includes charges for water, sewer, landfill, and storm water. Bills are presented to customers twice a year. The City is divided into 6 sections and one-sixth of the city is billed each month. The Water Utility is currently investigating Automated Meter Reading with the intention of billing all customers on a monthly basis.

#### Scoping Facts:

	Description	Data	Notes
1	Number of Bills per Month	12,000	Regular Cycle bills as well as Final billings
2	Value	\$50,000,000	Total for all utilities
3	AP transactions per Month	150	Includes customer refunds and supplier payments
4	Capital Improvements – Annual Expenditures	\$10-\$12 Million	Water Utility only – over half for water main replacement



	Description	Data	Notes
5	Number of Customers	65,400	
6	Operating Budget	\$26.3 Million	
7	Net Assets	\$153.3 Million	

**Sewer Utility:**

The specific function of the Madison Sewer Utility is to maintain the 752 miles of sanitary sewer mains and 29 sanitary sewerage lift stations to convey wastewater to the interceptors and wastewater treatment plant of the Madison Metropolitan Sewerage District

**Scoping Facts:**

	Description	Data	Notes
1	Number of Customers	63,800	
2	Operating Budget	\$24.3 Million	
3	Net Assets	\$83 Million	
4	Product Transmitted	9.26 billion gallons	

**Storm Utility:** The Madison Stormwater Utility's mission is to provide storm water management services to the public, with the goal of eliminating or reducing flooding and improving water quality of lakes and streams.

**Scoping Facts:**

	Description	Data	Notes
1	Number of Customers	59,900	
2	Operating Budget	\$10 Million	
3	Net Assets	\$129 Million	

**Needs Assessment – Summary Themes**

The City of Madison has identified the following summary themes for the future state improvement opportunities identified during the Needs Assessment phase of the project:

Theme	Observations & Summary Improvement Opportunities
1.0 Process / Workflow Improvements	<ul style="list-style-type: none"> <li>Electronic submission, routing, and approvals of various forms and processes present a large opportunity for time savings and cost reduction</li> <li>Integration of modules in new ERP allows extended workflow</li> </ul>
2.0 System Capabilities	<ul style="list-style-type: none"> <li>Various functionality across all business units which cannot be supported in current systems envisioned in new ERP (see requirements lists)</li> <li>Web-based employee, manager, vendor, citizen access envisioned to support City operations</li> </ul>

Theme	Observations & Summary Improvement Opportunities
3.0 Reporting	<ul style="list-style-type: none"> <li>• Non-standardized / ad hoc reporting relies heavily on IT support</li> <li>• Lack of end user reporting has lead to a variety of non-integrated subsystems across the City</li> <li>• User mindset shift from legacy printed reports to increased system inquiry/user reporting in new ERP</li> </ul>
4.0 Change Management & Training	<ul style="list-style-type: none"> <li>• Change consideration is significant given legacy systems and extent of information silos and non-integrated systems across various Agencies</li> <li>• Highly decentralized processing in many areas will need to become more centralized through the implementation of a new system</li> <li>• Expectation that a new ERP system will provide better online training tools and be more user friendly</li> </ul>
5.0 Technical Capabilities	<ul style="list-style-type: none"> <li>• Integration capabilities of new system with other City systems will be critical</li> <li>• System change/audit log capabilities needed</li> <li>• User system security a concern across all groups in moving toward a more integrated ERP system</li> </ul>

### 3.2 Project Objectives

The ERP solution will replace one centralized legacy system (SXD) that is over 10 years old. The ERP will also replace numerous Excel spreadsheets, Access data bases, manual processes, and other side systems which have been developed over the years as workarounds.

The Project objectives are to:

- Enable easy access to timely information for improved decision-making and planning (spend less time gathering data and more time acting on data)
- Make better use of staff time (make it easier and faster to fill out forms; eliminate manual processing; make changes without routing paper)
- Improve delivery of services (create more self service opportunities for employees, vendors, and citizens)
- Gain efficiencies through shared business systems and standardized practices (reduce redundancy, streamline processes)
- Proactively position the City for the future (as our current systems age, it becomes more difficult to implement changes and fixes)

Expected benefits from implementing an ERP solution include:

- Integrate our business processes and information systems
- Incorporate leading business practices for government and standardize these practices across departments to the maximum extent possible
- Develop a user-friendly system that enhances our ability to improve business processes
- Add and improve functionality that reduces redundant data entry, storage, and paper processing
- Enable web based self-service (employee, citizen, vendor)
- Retire existing legacy systems and workarounds
- Share and compare information across City departments

A comprehensive listing of possible benefit opportunities identified during the Needs Assessment phase of the project are provided in Appendix 1C.

### **3.3 Requirements Definition Process Overview**

The City has worked with Virchow Krause & Company, LLP to define business requirements for this project. All agencies mentioned in Section 2.2 had the opportunity to provide input into the business requirements. Structured working sessions with a core team of assigned employees supported the requirements definition process. The appendices referenced in the RFP provide the defined business requirements defined as an outcome from these project activities.

#### Base Requirements

##### **GL, Budget, AR, Grant – Appendix 8A**

- Budget
- General Ledger
- Capital Assets
- Cost Allocations
- Accounts Receivable
- Grant Accounting
- Project Accounting

##### **Procurement & Contracting – Appendix 8B**

- Procurement
- Contract Administration – Professional Services
- Contract Administration – Human Services
- Contract Administration – Public Works
- Accounts Payable

##### **Human Resources – Appendix 8C**

- Staffing
- Employee Changes
- Position Tracking
- Organization & Workforce Development
- Grievance Management
- Employee Self-Service

##### **Payroll – Appendix 8D**

- Time & Attendance
- Benefits – Leaves – COBRA
- Compensation & Payroll
- Information Management

#### Technical Requirements

##### **Technical – Appendix 8E**

#### Supporting Software Functionality

##### **Utility Billing – Appendix 9A**

##### **Ambulance Conveyance Billing – Appendix 9B**

##### **Special Assessments – Appendix 9C**

##### **Tax – Appendix 9D**

#### Requirements Ranking Definition

Within all of the requirements response worksheet appendices, a scale has been defined by the City of Madison in the Rating column for each requirement. The ratings identify the relative level of importance to the evaluation for the City:

- 6 = Critical and/or Unique City of Madison requirement
- 5 = Requirement of higher importance to the City
- ...
- 1 = Requirement of lowest importance to the City

The ratings will help the City evaluate the requirements responses to the various rating levels.

#### Further Information

Additionally, a set of documents developed during the Requirements Definition process have been included as Appendices to this RFP to provide the vendor with further background on the future vision for City of Madison processes and other overall considerations for scoping of the RFP response.

- Appendix 5 – System Diagram – Future State Vision
- Appendix 6 – System Interface Background
- Appendix 7 – Data Conversion Background

### **3.4 Project Scope of Work**

The project will have a profound impact on the City of Madison's business systems and business processes for many years.

This project will scope of work will include an integrated Enterprise Resource Planning (ERP) software solution which includes:

- General ledger and financial reporting (including chart of accounts), budget development and administration, fund accounting, grants management and accounting, treasury management, accounts receivable and billing, accounts payable, capital projects and other project accounting, asset management, web reporting and transactions
- Procurement, including bid analyses, requisition processing, purchase order processing, contract management, vendor performance, spend management and e-procurement
- Human resources administration including applicant tracking, leave management, employee changes, training and employee development, position tracking
- Payroll administration including time and attendance, benefits and compensation administration, payroll processing
- Web based self service and electronic work flow

The scope of work will also include all related professional services and implementation consulting, including but not limited to:

- Process/system design
- Process improvement facilitation
- Hardware configuration
- Network and technical architecture design and configuration
- System installation
- Core team training
- Software configuration
- System testing
- Software development (system customization, reports, interfaces, data conversion, etc.)
- End user training
- Go-live conversion
- Post go-live support
- Project management
- Change management

The City expects that the software vendor / implementation partner for the RFP response will have final responsibility for delivering the solution meeting the general scope of work above.

### 3.5 Key Assumptions

Proposers should consider the following information in formulating their proposals:

#### General

- A. Only firms submitting proposals for both software and implementation services will be considered. If the proposal is from a software vendor and an implementation firm, then the City's expectation is that the vendor and firm shall have a joint and several obligation to complete the Solution. The City shall expect that the joint and several obligation be reflected in the contractual documents, in the financial and business risks and that the obligation would extend until the City has taken Final Acceptance.
- B. The City shall rely upon the representations made during the RFP process, including your Proposal, for the selection of the ERP Solution firm(s). The successful Proposer(s) shall be required to warrant that the representations are accurate, and shall accept full responsibility for its responses to the RFP.
- C. The City reserves the right to reject any proposals it determines are not responsive to the RFP if such action is deemed to be in the best interest of the City. The City further reserves the right to reconsider any proposal submitted during any phase of the procurement process. It also reserves the right to meet with select firms at any time to gather additional information. The City reserves the right to add or delete functionality from the scope of work up until the final contract signing, acknowledging these changes may result in increased or decreased effort/pricing. Please also see Section 7, Standard Terms and Conditions, for a complete list of the City's minimum requirements for the submission of bids.
- D. Any/all third-party software solutions proposed as part of this package to meet the functional requirements are subject to the same requirements of this RFP, unless otherwise stated.
- E. The City intends to formalize all participating parties rights, duties and obligations in written agreements, including the sample "Contract for Purchase of Services" in Appendix 13, the content of which is subject to mandatory contracting policies and procedures of the City of Madison.

In addition to utilizing a Contract for Purchase of Services, this RFP assumes that the licensing rights of the parties with respect to the selected software will need to be established. Please submit a sample copy of any Licensing Agreement(s) currently in-use for the software product(s) you are proposing, including any end user licensing agreements. Also please explain how you intend to indemnify the City against third party claims of intellectual property rights infringement. By receiving any sample licensing agreement and/or infringement indemnification language with a proposal, the City does not indicate agreement to any of its terms. (See Section 6, Chapter 7)

The City also seeks ongoing maintenance and support for the final solution. Please submit a sample copy of any maintenance or support agreements currently in-use if you are proposing ongoing maintenance and support services. By receiving any sample maintenance agreement with a proposal, the City does not indicate agreement to any of its terms. (See Section 6, Chapter 7)

- F. If the City is not satisfied with the qualifications, costs, terms, or experience of the implementation firm or any third-party solution, it reserves the right to request that the software firm implement its own software, propose a new implementation Provider, or propose a new third-party solution. If the City is not satisfied with the quality or experience of the implementation provider proposed, the City also reserves the right to select the software product only as part of this procurement, and negotiate with another implementation provider, whether or not they respond to this RFP, and/or issue another RFP for implementation services.





All providers submitting proposals, by virtue of doing so, are recognizing that the City retains these options.

- G. The City may request Proposers to: attend pre-bid meetings, make oral presentations, inspect City locations and/or make their facilities available for a site inspection, as part of this RFP process. Such presentations, meetings or site visits will be at the Proposer's expense.
- H. Proposers shall examine this RFP and exercise their own judgment as to the nature and scope of the work required. No plea of ignorance of conditions or difficulties that exist or may hereafter arise in the execution of the work under this contract, as a result of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the contract.

### **Pricing**

- I. For multiple proposals of the same software product, the software firm must keep its pricing and responses to the business and technical requirements the same across proposals.
- J. The City requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for not less than 180 days after the due date and time of the proposal.
- K. The pricing submission should be submitted with the written proposal in a detachable sealed section of the response as noted in Section 6. Pricing worksheets are included in Appendix 11. Certain vendors may be asked to update their costs submissions with a best and final offer subsequent to the solution presentation.
- L. All proposed pricing for provided in Appendix 11 (including but not limited to software, hardware and implementation services) must be identified by the proposing firms on a "not-to-exceed" basis based upon a Statement of Work and milestones. If the firms exceed the not to exceed price, the firm will provide all work needed to meet the detailed work plan and milestones. The City will not be liable for additional costs to the firm for additional work provided that exceeds the not to exceed pricing.
- M. The City requires that licenses for software be paid-up, perpetual, non-exclusive, enterprise, unless specified otherwise. The City is requesting a detailed cost proposal for license fees, maintenance, support cost, and all other costs for a total not-to-exceed project cost for five years.

### **Other**

- N. The City intends that all right, title, and interest in all material developed, conceived or originated in association with any performance under an Agreement related to the RFP shall be the property of the City. Software developed or customized under any agreement related to this RFP shall be completed for the City as "work for hire" and shall be the exclusive property of the City. The City shall have all intellectual and ownership rights to developed or customized software.
- O. The Source Code for all software products and customizations used or developed related to the ERP project for the City of Madison, including all future releases of this software, shall be held in escrow or delivered to the City, in order that the City shall have full and complete access upon specified triggering events. Should the Proposer elect to have the Source Code placed in an escrow account, all cost thereof shall be incurred by the Proposer and the Proposer shall provide documentation for the escrow account to the City of Madison. Please submit a sample software source code escrow agreement in your response to the RFP. (See Section 6, Chapter 7)
- P. Tax Exempt. The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 39-73-0411-K) and State of Wisconsin taxes per Wisconsin statute



77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

### 3.6 Project Organization & Implementation Considerations

#### Implementation Team

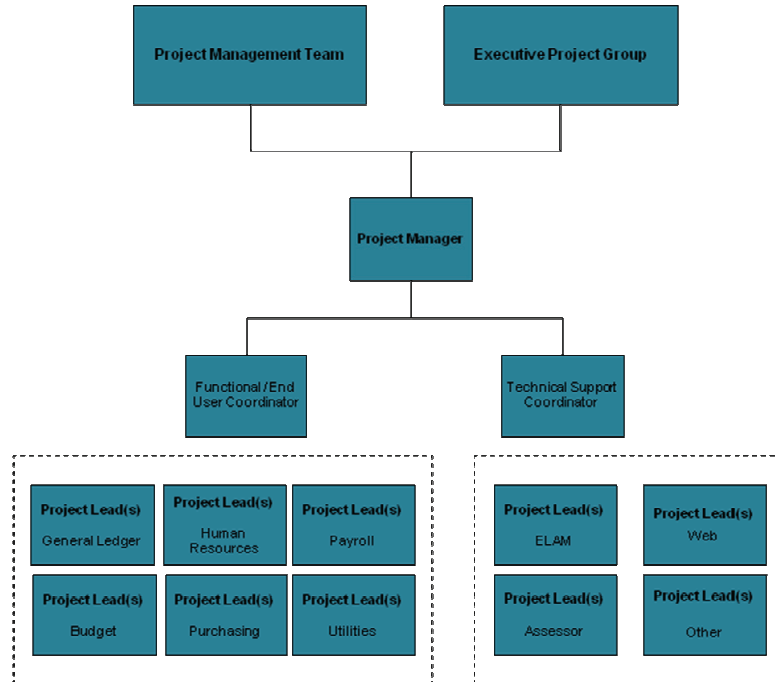
The City of Madison expects to form a team structure to support the implementation project in working with the selected vendor(s) during the implementation planning activities. The Proposer should review the considerations below in development of the implementation workplan and team proposed for the City of Madison, to be detailed in Chapters 2 and 3 of the responses.

The City of Madison implementation project team is envisioned to include key participants from the Comptroller’s Office and functional leads from key Agencies.

As noted in the Business Context area of this RFP, many of the activities within the City and interactions with the business system are currently de-centralized from the City’s central services. The Proposer should include an approach for involvement and engagement of all the City’s agencies within their proposal.

The IT team at the City will support the project and is envisioned to provide both a technical lead to the project, along with additional resources to support any interface and data conversion work requested by the vendor. The City expected a shared involvement in these type of development activities. The vendor should clearly state expectations for the City’s IT staff involvement within the Narrative Response questions section of this RFP.

A depiction of an expected City of Madison team structure is included below.



#### Implementation Approach & Workplan

The City is looking for vendors to propose an implementation plan and any possible implementation phasing recommendations that are appropriate for the size and complexity envisioned for the project in Chapter 3 of the response. The City expects the proposal to include detail on any phasing recommendations and how the vendor(s) have been successful in this approach in the past. Ideal vendor references cited in Chapter 9 of the response will have followed a similar implementation approach as to what is proposed to the City of Madison.



### Training Approach

The City is looking for vendors to propose a comprehensive training approach which will meet the needs of all City system users across the various City agencies. The City is expecting procedure documentation, internal control documentation, and training manuals to be included as outcomes from the project. These materials are envisioned to support the end-user training for the new system(s) prior to go-live and support ongoing training of new users.

### Interface Approach

The City has identified a number of pre-existing complementary systems which are envisioned to be integrated with the future ERP system. These systems include both City custom built applications and packaged software solutions the City has implemented.

The future state interfaces are identified in both the future state system diagram in Appendix 5 and the interface background details provided in Appendix 6.

The City expects to gain an understanding of the vendor's experience with integrating the variety of applications and also expects to evaluate the final approach and scope of interfaces upon review of the RFP responses.

### Data Conversion Approach

The City is committed to converting the most critical HR and Payroll history data into the new system, along with other critical data from the current supporting systems, including SXD and other City systems. However, the City's intent is to limit a mass historical data conversion effort in moving to the new ERP system. The City does expect to provide some method of accessing past data within the SXD system, which will be coordinated by the City's current IT staff.

The city is interested in the experience and recommendations of the vendors in developing a plan to meet the data conversion requirements detailed in Appendix 7 in the RFP response in Chapter 3.

Please refer to Appendix 7 for additional details regarding the possible data conversion work units envisioned by the City within the project scope.

### Reporting Approach

The City expects a significant improvement in reporting capabilities from the new ERP system over the existing systems in use today. However, the City expects that a portion of reporting requirements will not be met by standard reports or business intelligence tools and will need to be accommodated through customized reports. The total number of customized reports required is expected to be defined during the design phase of the implementation project. Therefore, the City would like to understand the incremental cost to the project for "blocks" of reports. The City expects to finalize the assumption as a part of the final contract negotiation.

Please include as a part of the Cost Proposal (See Appendix 11 and Chapter 8 of the RFP response) the incremental cost for:

- 50 custom reports
- 100 custom reports
- 200 custom reports

### Go-Live Conversion Support

The City expects the vendor will support the go-live conversion activities and a limited amount of vendor support post go-live support, primarily to support a minimum of 4 payroll cycles due to the complexity and business critical nature of the payroll processing. The proposal should detail the vendor's recommendation on post go-live support based upon their experience with cities of similar size and complexity as Madison.

Any proposal offering professional services of quality and performance equivalent to or better than requested, which provides the necessary service, will receive full consideration for award. Proposers are invited to submit alternatives that may be of interest to the City in addition to the solutions that meet the minimum requirements.



## 4. RFP Overview

### 4.1 City Contact Information

#### PROCURING AGENCY

The City of Madison Purchasing Services issues this RFP and is the sole point of contact for the City during the selection process. The Buyer managing this procurement process is:

Randy Whitehead  
City of Madison Purchasing Services  
Rm. 406 City-County Bldg.  
210 Martin Luther King Jr. Blvd  
Madison, WI 53703-3346  
(608) 266-4026 PH  
(608) 266-5948 FAX  
[rwhitehead@cityofmadison.com](mailto:rwhitehead@cityofmadison.com)

### 4.2 Questions, Addenda, Errors

#### INQUIRIES AND CLARIFICATIONS

Proposers are to raise any questions they have about the RFP document without delay. Direct all general questions, those concerning; due dates, terms and/or submittals, to the Buyer, in writing via; mail, fax or email, on or before Thursday, March 5<sup>th</sup>, 2009.

Direct all technical questions, those concerning specifications and/or scope of work, to the Buyer, in writing via; mail, fax or email, on or before Thursday, March 5<sup>th</sup>, 2009. The City will compile and issue a response to technical questions by addendum on Thursday, March 19<sup>th</sup>, 2009.

Furthermore, Proposers finding any significant; ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addendum – see #2 below. Proposers are strongly encouraged to check for addendum regularly.

For questions regarding Affirmative Action Plans please contact:

Contract Compliance  
Department of Civil Rights  
Rm. 523 City-County Bldg.  
210 Martin Luther King Jr. Blvd  
Madison, WI 53703-3346  
(608) 266-4910  
[dcr@cityofmadison.com](mailto:dcr@cityofmadison.com)

The City employs spam filtering that occasionally blocks legitimate emails, holding them in 'quarantine' for four calendar days. The contacts listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

#### ADDENDA

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addendum to its bid distribution websites – see #3 below. It is the Proposer's responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of



any addendum on Bid Form D. Failure to retrieve addenda and include their provisions may result in disqualification. Please also see Section 7, Standards Terms and Conditions, Paragraph 2 regarding bid addenda.

**BID DISTRIBUTION NETWORKS**

The City of Madison posts all; bids, RFP’s, addenda, and related announcements on two bid distribution networks – Vendornet and Demandstar. The aforementioned documents are available **exclusively** from these websites. It is the Proposer’s responsibility to regularly monitor the bid distribution network for any such postings. Proposer’s failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification.

**State of Wisconsin VendorNet System**

State of Wisconsin and local agencies bid network. Registration is free.  
<http://vendornet.state.wi.us/vendornet/default.asp>

**DemandStar by Onvia**

National bid network – Free subscription is available to access bids from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Home Page:

<http://www.demandstar.com/>

To Register:

[www.onvia.com/WAPP](http://www.onvia.com/WAPP)

**4.3 Estimated Project Timeline**

Listed below are specific and estimated dates and times of key project events, all of which are subject to change. Proposers must complete events with specific dates as indicated unless revised by the City. In the event the City finds it necessary to modify the timeline an addendum will be posted to the aforementioned bid distribution networks. The City may or may not issue a formal notification for changes in estimated dates and times.

The City reserves the right to modify the timeline at any point.

Estimated Timeline	Event / Description
February 12, 2009	Date of Issue of RFP
February 26, 2009	Statement of Intent to Propose Due
March 5, 2009	Questions Due from Vendors
March 19, 2009	Response to Questions
April 2, 2009	Proposals due from Proposers
April 2009	Evaluation of proposals
Week of May 4, 2009	Selection of finalists, Notification of Invitation to Demonstrations
Weeks of May 11, 18, 25, 2009	Vendor Preparation Period & Scheduling of Demonstrations
Weeks of June 1, 8, 15, 2009	Onsite Vendor Demonstrations
Weeks of June 22, 29, 2009	Follow-up Demonstrations & Due Diligence Activities



Estimated Timeline	Event / Description
Weeks of July 6, July 13, 2009	Evaluation of Demonstrations & Due Diligence, Recommendation of Award
July and August 2009	Contract Negotiations
August 4, 2009	Introduce Resolution to Common Council
September 1, 2009	Obtain Common Council Approval
September 1, 2009	Award
Mid September, 2009	Begin Implementation

#### 4.4 Evaluation Criteria

Proposals will be reviewed by City staff based on the following criteria:

Evaluation Criteria	Description
General Terms and Conditions & Required Forms	<ul style="list-style-type: none"> <li>Proposer's complete response to the City of Madison required Bid Forms requested within the RFP</li> <li>Proposer's acceptance or documented exceptions to the Contract Terms &amp; Conditions listed in Chapter 7 of the response</li> </ul>
Financial Stability	<ul style="list-style-type: none"> <li>Proposer's complete response to the City of Madison requests for Financial Information detailed in Chapter 2 of the response</li> </ul>
Vendor Experience	<p>Proposers' history, financial strength, and perceived ability to develop a successful ongoing relationship with the City including:</p> <ul style="list-style-type: none"> <li>Past experience and credentials for project through references provided to the City</li> <li>Number of installations and experience with comparable public entities</li> <li>Demonstrated understanding of municipal government operations</li> </ul>
Completeness of the Proposed Solution	<p>Solution's ability to provide the required functionality as defined by the City in this RFP:</p> <ul style="list-style-type: none"> <li>Ability to deliver desired functionality as evidenced by the Functional and Technical Requirements and the responses in Chapters 4, 5, and 6</li> </ul>
Proposed Implementation Workplan	<p>Proposer's ability to successfully implement using a proven methodology and approach.</p> <ul style="list-style-type: none"> <li>Detailed implementation workplan and milestones</li> <li>Understanding of deliverables required to implement the solution</li> <li>Availability of automation/aids to facilitate speed and quality of implementation</li> <li>Identification of risks and assumptions</li> </ul>



Evaluation Criteria	Description
Proposed Organizational Structure	<p>Proposer’s ability to successfully implement in local government and leverage implementation partner(s) relationships.</p> <ul style="list-style-type: none"> <li>• Implementation partner certification and experience in public sector</li> <li>• Roles of Proposer, Implementer, and City during and post-implementation</li> <li>• Quality of resources proposed for the project</li> <li>• Clarity in the proposed roles and responsibilities for the project</li> </ul>
Proposed Change Enablement Approach	<p>Proposer’s ability to successfully implement and enable change throughout the City agencies affected by the solution.</p> <ul style="list-style-type: none"> <li>• Understanding of the City of Madison’s change management issues</li> <li>• Proposed change enablement approach</li> </ul>
General Technology	<p>Solution’s compatibility with the City’s technical environment, industry standards and best practices, as well as solution’s ability to build a maintainable and scalable platform including:</p> <ul style="list-style-type: none"> <li>• Technical fit with City technology/strategy</li> <li>• Automation aids to facilitate conversion and interface development with City systems that are specified herein</li> <li>• Report &amp; query capabilities</li> <li>• Promotion of self-sufficiency for City personnel</li> <li>• Maintenance &amp; support options and recommendation</li> </ul>
Proposed Interface and Data Conversion Strategy	<p>Proposer’s strategy to addressing interfaces and data conversion for the City of Madison including:</p> <ul style="list-style-type: none"> <li>• Automation aids to facilitate conversion and interface development with City systems that are specified herein</li> <li>• Experience and recommendations for the proposed system integrations</li> </ul>
Project Management Approach	<p>Proposer’s ability to successfully implement using a thorough project management approach, including:</p> <ul style="list-style-type: none"> <li>• Understanding and application of best practice project management methodologies</li> <li>• Proposed deliverables and workplan(s)</li> </ul>
Total Cost of Ownership	<p>City investment and five (5) year total cost of ownership for the proposed solution including:</p> <ul style="list-style-type: none"> <li>• Software Costs</li> <li>• Software Maintenance &amp; Support Costs</li> <li>• Hardware Costs (based upon City IT review of requirements)</li> <li>• Hardware Maintenance &amp; Support Costs (based upon City IT review of requirements)</li> <li>• Professional Services (including all implementation services)</li> <li>• Other Cost Scenarios (additional reporting, time clock hardware, cashiering hardware, ongoing consulting fees, etc)</li> </ul>
Local Preference Purchasing Policy	<p>Proposer’s status and registration with the City of Madison as a local vendor.</p>

## 4.5 Evaluation Process

The RFP selection process will proceed under the direction of the Buyer in accordance with the following three steps:

### **Step 1: RFP & Proposal Response**

All Proposers will submit the information described in Section 6 of this RFP in the requested format.

Initially, the City will review punctual proposals for completeness and compliance with stated requirements. The City may remove non-responsive proposals, those incomplete or non-compliant – not meeting one or more requirements of the RFP submittal – from the evaluation process. In the event that all proposals received are incomplete or non-compliant, the City may continue the evaluation with the proposals most closely meeting requirements or completeness.

Next, the City Evaluation Committee will review and rank proposals with final approval from the Project Management Team and Executive Project Team. Step 1 ends with an initial selection that determines the Proposers continuing on to Step 2, based on the results of the Evaluation Committee's approved rankings.

### **Step 2: Onsite Vendor Demonstrations**

As mentioned above, the City will invite certain Proposers to Step 2; a demonstration of their proposed solutions made onsite at the City of Madison. **Proposers are responsible for any costs incurred in the demonstration process and associated with preparing and transmitting proposals.**

Solution demonstrations will consist of approximately three days of scripted functional demonstrations, which will allow the Proposer to demonstrate their solution's ability to meet specific City needs. Proposers are expected to demonstrate the proposed system using all software recommended (including any 3<sup>rd</sup> party software) in the proposed solution. Should multiple implementation partners be deemed finalists for the same vendor software package, only one demonstration of the software package will be allowed.

Proposers will receive pertinent agendas and scripts in advance of the demonstrations. The City will allocate additional demonstration and discussion time for the topics of; underlying technology, implementation approach and team.

Additionally, the City expects to conduct two separate onsite discussions/demonstrations for each software vendor and/or implementation partner deemed a finalist in the process as noted in Step 1.

One discussion with focus on Implementation aspects of the proposal including (but not limited to) implementation approach/workplan, project team, service and support. A secondary discussion will focus on technology and IT aspects of the proposal.

Demonstrations sessions may be videotaped for City use.

### **Step 3: Due Diligence, Clarification, and Evaluation Review**

At this point, the City may invite Proposers to provide additional clarification of their submissions. The City will then further evaluate the remaining proposals using any or all of the following; site visits, reference calls, clarification results, re-evaluation of solution presentations, usage of a training database hosted by the vendor, original submissions, technical requirements, or any other evaluation criteria or inquiries the City considers to be in its best interest.

As part of Step 3, the Evaluation Committee may request Best and Final Offers (BFO) from Proposers determined reasonably susceptible for selection. The BFO may serve as additional clarification to assure that Proposers have a full understanding of and responsiveness to the solicitation requirements. As part of the BFO, the City may permit, or even request, revision or proposals. In conducting a BFO, the City will not disclose any information derived from proposals submitted by competing Proposers.





Subsequently, the City may invite one or two Proposers to enter into implementation planning and contract discussions with the City. The City reserves the right to negotiate any aspects of a proposal prior to entering into a contract and delete or add functionality requirements up until the final contract signing. If contract negotiations cannot be concluded successfully with the highest ranked Proposer(s), the City may negotiate a contract with the runner-up and so on. In conducting negotiations, the City will not disclose any information derived from proposals submitted by competing Proposers.

Finally, the Evaluation Committee will make a final recommendation that considers the written proposals and, if conducted, any additional inquiries including, but not limited to; interviews, demonstrations, best and final offers, negotiations and/or site-visits.

### **Stipulations Common to All Steps - 1, 2 and 3**

#### Additional Inquiries

At any point during evaluation, the City reserves the right to request; clarification, added information and/or make additional inquiries of Proposers. At the time the City conducts additional inquiries, the Evaluation Committee may choose to assign weight to each additional inquiry or evaluate based solely on the most recent inquiry. The City may make preliminary selections after each inquiry.

#### Rights

Throughout the evaluation process, the City reserves the right to; terminate, suspend or modify the selection process; reject any or all submittals at any time, and waive any technicalities. Please see the Standard Terms & Conditions in Section 7 of this RFP.

#### Additional Considerations

The Evaluation Committee, in making its selection, may consider outside factors including but not limited to general knowledge of Proposer qualifications and/or prior history of performance.

#### Meetings

If requested, Proposers are required to attend on-site meetings with the City, including but not limited to; interviews, demonstrations and/or negotiations. The City will reasonably attempt to schedule meetings at a time that is agreeable to the Proposer. Failure to attend an on-site meeting at the scheduled date and time may result in disqualification. The City may not ask all Proposers to attend such meetings.

#### Disallowed Communication

Proposers may not contact members of the Evaluation Committee at anytime during the evaluation process, except at request of the City of Madison Buyer.

#### Results

As a courtesy, the City will send a notification of results to Proposers at the time of award. Additionally, the intent to award will be posted to:

<http://www.demandstar.com/>



## 5. Instructions for Submitting Proposals

a. General

Proposers shall fashion their proposals according to the layout provided in Part 6 – Required Information/Content of Proposals. Provide clear and complete responses to each chapter contained therein. Bid Form D provides a checklist of all required submittals.

b. Electronic Submission

Proposers shall submit an electronic copy of their proposal stored on a common media; CD, DVD or flash drive. Transmission through email is not acceptable. The electronic submission shall consist of clearly labeled files that match the chapter layout in Section 6 of the RFP. Limit responses to the information requested in the RFP. Do not include any additional data files or content. Unless specifically noted, acceptable formats include Microsoft Word, Microsoft Excel, or PDF.

c. Mailed Submission

Proposers shall submit **six** copies of their proposal typed and securely bound on 8.5 by 11-inch paper. The proposals shall be identical in all regards, filled-out and complete. The content of the mailed proposals shall be identical to the original electronic-copy submitted.

d. Discrepancies

If any discrepancies between the paper copy and the electronic copy are discovered, the electronic copy will prevail.

e. Complete Submission

Proposers must submit all required chapters and appendices. The City may deem failure to submit such data sufficient cause for disqualification.

f. Content

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

g. Withdrawal of Proposals

Proposers may, without prejudice, withdraw their proposal submitted prior to the due date and time by requesting such withdrawal in writing before the due time and date. After the due date and time, no proposals may be withdrawn for a period of 180 days or as otherwise specified or provided by law.

## 6. Required Information/Content of Proposals

The City requests that you separate your responses into nine (9) Chapters that represent your products, services, qualifications and ability to perform. The Proposals must include the following information, in chapter order. Acceptable formats include Microsoft Word, Microsoft Excel, or PDF (unless specifically noted below).

### **Chapter 1 – Required Forms and Executive Summary**

Include in a Chapter 1 the following City of Madison required forms:

- Bid Form A: Signature Affidavit
  - A company officer with authority to bind the Proposer to the City by contract shall sign this form, attesting the proposal has been submitted in conformance to stated requirements.
- Bid Form B: Receipt of Forms and Submittal Checklist
  - The Proposer shall initial to confirm that they have received and are submitting all required forms.

Additionally, please include in an Executive Summary the following information:

- A brief summary of the proposal.
- A high-level overview of your product and the distinguishing characteristics of your proposal. A diagram would be useful in helping the City understand how the proposed system relates to current systems identified.
- Your firm's organization and size (local, regional, national and international) in relation to providing ERP Systems.
- Total number of organizations using the proposed system.
- List of public sector organizations using the current version of the proposed system.
- Describe how closely the proposed system matches the City's needs.
- Provide an overview of the Proposer's credentials in public sector organizations.
- Summarize the recommended critical success factors, key challenges and high-level strategies for the City.

Additionally, please include a Proposal Certification with the following information:

- A specific statement warranting that for a period of ten (10) years after acceptance of the System, that the System shall be:
  - Upwardly compatible with future software releases
  - Upwardly compatible with the proposed database and operating systems
  - Shall be supported by the Proposer

### **Chapter 2 - Software Vendor and Implementation Consultant Overview**

Include in the Chapter 2 response the following City of Madison required form, along with the responses to the questions below:

- Bid Form C: Vendor Profile
  - Complete the contact information of your firm.

**Prime Software Firm and Implementation Firm:** Please provide an overview of the Company(s) (including sub-contractors) represented in this response. In the case of teamed responses please reply to all questions for each company involved. In addition to your overview please address the following items:

- Describe the proposing companies' structure (corporation, partnership, or privately held).

- Describe the number of years the companies in this proposal have been in software and professional services.
- State the location of the primary office(s) from which this engagement will be serviced and the range of activities performed at that office.

**Prime Software Firm and Implementation Firm:** The Proposer should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

### **Shared History**

Please provide a history of the software and implementation firms included in this proposal, including third party software providers and sub-contractors.

### **Financial Information**

For all companies proposed in this proposal (including sub-contractors), provide an overview of the company's Financial Stability in terms of the past year, 3 years, 5 years and finally 10 years. In addition to your overview please address the following items:

- Please provide audited Financial Statements for the last fiscal year available
- Please describe any litigation or pending litigation arising from any of the firms' performance in the last five years.
- Please describe any investigations of any of the proposing firms by state or federal regulatory or law enforcement agencies in the last ten years.
- Please describe the amounts and types of professional liability insurance and the name of the carrier. Please provide a copy of the certificates of insurance.

### **Prime/Sub Relationship Structure and Project Resource Resumes**

Please provide a detailed description of the prime/sub relationship structure being proposed for this project. *Please provide a resume for each proposed team member for all implementation firms and subcontractors in this proposal.* The City expects that key individuals will provide services on this project from start to finish to ensure continuity and success. Elaborate on your willingness and ability to maintain key personnel dedicated to the project, both in terms of reassignment within your organization and retaining them generally as employees.

**Subcontractor Information:** The Proposer should list any subcontractor's name, address and state of incorporation that are proposed to be used in providing the required products and services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the vendor of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

## **Chapter 3 - Proposers Project Narrative Responses**

Chapter 3 of your proposal contains the required project narrative responses from Appendix 10.

This section includes specific questions around the technology solution, implementation approach, and maintenance and support.

Proposers must respond to all narrative response sections that apply to the services and software proposed. Please review this section closely and provide all requested detail including narrative responses and sample deliverables.

Please structure your responses to the questions in the various sections in the order presented within Appendix 10.

## **Chapter 4 - Functional Requirements – Base Software Functionality**

Chapter 4 of your Proposal contains your response to the Functional Requirements from Appendices 8A, 8B, 8C, and 8D).

Please note the following instructions to accurately respond to the functional requirements:

- **Proposers are required to input one response per requirement using the drop down list provided. It is mandatory to respond to every requirement.**
- Proposers are required to itemize estimated costs for all requirements with a Response Type of MOD.
- Proposers are required to list the third party product name for all Third Party Product requirements and include costs within the Cost Proposal in Chapter 8.
- Proposers are required to mark yes or no as to whether the implementation cost of each functionality requirement is included in their cost proposal.
- Proposers are required to mark yes or no as to whether or not the training costs of each functionality requirement are included in their cost proposal.
- If a subcontractor is implementing or providing training for this functionality, please indicate the name of the subcontracting firm responsible for this functionality.
- Proposers are required to list the version number for all functionality proposed to the City.
- Response Types include:
  - F = Fully provided out of the box, or fully provided out of the box through basic configuration
  - MOD = Provided through a technical modification of the software (i.e. a customization)
  - TP = Provided through a proposed third party application or capability
  - RT = Provided through a built in or proposed reporting tool
  - NA = Not Available

**Requirements responses must be returned electronically in Microsoft Excel format.**

## **Chapter 5 - Functional Requirements – Supporting Software**

Chapter 5 of your Proposal contains your response to the Functional Requirements from Appendices 9A, 9B, 9C, and 9D).

The supporting software identified within the separate requirements appendices is intended to be further evaluated upon the review of the responses. The City will determine final inclusion or exclusion of this software functionality or software modules during contract negotiation or through a Best and Final Offer (BFO) as provided for in this RFP.

Please note the following instructions to accurately respond to the functional requirements:

- **Proposers are required to input one response per requirement using the drop down list provided. It is mandatory to respond to every requirement.**
- Proposers are required to itemize estimated costs for all requirements with a Response Type of MOD.
- Proposers are required to list the third party product name for all Third Party Product requirements and include costs within the Cost Proposal in Chapter 8.
- Proposers are required to mark yes or no as to whether the implementation cost of each functionality requirement is included in their cost proposal.
- Proposers are required to mark yes or no as to whether or not the training costs of each functionality requirement are included in their cost proposal.
- If a subcontractor is implementing or providing training for this functionality, please indicate the name of the subcontracting firm responsible for this functionality.
- Proposers are required to list the version number for all functionality proposed to the City.
- Response Types include:
  - F = Fully provided out of the box, or fully provided out of the box through basic configuration



- MOD = Provided through a technical modification of the software (i.e. a customization)
- TP = Provided through a proposed third party application or capability
- RT = Provided through a built in or proposed reporting tool
- NA = Not Available

**Requirements responses must be returned electronically in Microsoft Excel format.**

## ***Chapter 6 - Technical Requirements***

Chapter 6 of your Proposal contains your response to the Technical Requirements from Appendix 8E.

Please note the following instructions to accurately respond to the functional requirements:

- **Proposers are required to input one response per requirement using the drop down list provided. It is mandatory to respond to every requirement.**
- Proposers are required to itemize estimated costs for all requirements with a Response Type of MOD.
- Proposers are required to list the third party product name for all Third Party Product requirements and include costs within the Cost Proposal in Chapter 8.
- Proposers are required to mark yes or no as to whether the implementation cost of each functionality requirement is included in their cost proposal.
- Proposers are required to mark yes or no as to whether or not the training costs of each functionality requirement are included in their cost proposal.
- If a subcontractor is implementing or providing training for this functionality, please indicate the name of the subcontracting firm responsible for this functionality.
- Proposers are required to list the version number for all functionality proposed to the City.
- Response Types include:
  - F = Fully provided out of the box, or fully provided out of the box through basic configuration
  - MOD = Provided through a technical modification of the software (i.e. a customization)
  - TP = Provided through a proposed third party application or capability
  - RT = Provided through a built in or proposed reporting tool
  - NA = Not Available

**Requirements responses must be returned electronically in Microsoft Excel format.**

## ***Chapter 7 - Contract Terms and Conditions, Security for Performance, Sample Agreements***

In Chapter 7, include an acceptance of or exceptions to Appendix 13 – sample Purchase of Service Contract, the content of which is based upon the City of Madison’s mandatory contracting policies and procedures. Proposers are responsible for reviewing and becoming familiar with Appendix 13 prior to submission of their proposal. See Section 4.2 for contact information for questions. Each Proposer responding to this RFP must include a positive statement that they understand and accept Appendix 13.

Proposers may submit any exceptions to these clauses in Chapter 7 of your Proposal and suggest alternative terms, however, by receiving such proposal or awarding the project the City does not indicate agreement to any alternative contract terms.

**Sample Agreements:** Please submit sample agreements for the following:

- Any Licensing Agreement(s) currently in-use for the software product(s) you are proposing, including any end user licensing agreements. Also please explain how you intend to indemnify the City against third party claims of intellectual property rights infringement.



- Any Maintenance and/or Support agreements currently in-use if you are proposing ongoing maintenance and support services.
- Software Source Code Escrow agreement.

By receiving any sample agreements with a proposal or awarding the project, the City does indicate agreement to any of the terms of such sample agreements.

**Security for Performance:** Please indicate if the proposer is willing and able to provide a payment and performance bond, or irrevocable letter of credit, to secure the performance of the resulting contract(s).

The RFP, all of its specifications and the Proposer's responses to them may, at the City's discretion, be incorporated into any contract(s) resulting from this RFP. All representations made in the proposal will be binding upon the Proposer at the City's option. The City reserves the right to negotiate any and all terms and conditions as the City deems necessary.

## ***Chapter 8 - Cost Proposal***

Chapter 8 of your proposal contains the cost for your proposed system, to be submitted under a separate sealed envelope and is subject to the Non-Public Information provisions herein.

The cost proposal must be sealed separately from the rest of the written proposal. Additionally, the cost proposal must be a uniquely named file separate from the rest of the electronic proposal. Cost proposals shall be quoted as: all inclusive, not-to-exceed, fixed fees for services:

- All Inclusive – Contains all direct and indirect necessary expenses including but not limited to: travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in cost proposal.
- Fixed Fee – All prices, costs and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

All Proposers must complete Appendix 11 and include the Cost Summary sheets as a portion of your response. Please review the instructions provided in Appendix 11 for further information on the various cost proposals requested. The Proposer is responsible for verifying that their cost proposal worksheets and related calculations are accurate and correct.

The City reserves the right to make an award without further discussion of the cost proposal submitted. Therefore, the cost proposal should be submitted on the most favorable terms the Proposer can offer. However, this does not limit the City from negotiating with the selected Proposer.

The City would also like to understand what if any additional discounts the City could entertain. For example, instead of purchasing each module separately, a grouping of modules (package deal) would allow the City preferred pricing and discount and may include other services as part of the deal, or a situation in which the City would be a testimonial site and allow pre-arranged site-visits, etc. Please be specific about what is included and any expectations about additional discounts and how long the discount would be available for the City including any future agreements or purchases and what the discount applies to.

Costs will be evaluated on both initial and ongoing costs. The financial evaluation will be based on the total (life cycle) cost of ownership for the system over a period of five (5) years. The costs used will be those provided in the Proposer's response to this RFP and as established by the City for hardware/software and system operations.

**Hardware Costs:** The City of Madison's IT Department is intending to procure hardware required for the project through existing procurement contracts. Therefore, it is critical that the proposer include detailed specifications and recommendations for hardware sizing appropriate to the requirements for the City of Madison within the Technical Section of the Chapter 3 response. The City's IT Department will develop the hardware estimate for the Cost Proposal based upon the



representations provided by the vendor(s).

**Configuration Adjustment:** The City reserves the right to select and exclude any software for the acquisition regardless of the configuration proposed by the Proposer. As part of the evaluation process, the City may find it necessary to add or delete software from the Proposer's proposal to make equivalent comparisons.

**Cost Proposal must be returned electronically in Microsoft Excel format.**

## **Chapter 9 - References**

Appendix 12 details the Vendor reference form worksheets.

The Proposer should include a list of at least five (5) for this RFP.

Our preference is for references cited to include:

- Clients who are operating the proposed version of your product.
- Clients with a scope of software modules similar to the City of Madison
- Clients with a scope of implementation services similar to the City of Madison
- Clients who have integrated similar IT systems as envisioned for the City of Madison

If a system integrator/implementation partner is involved in the proposal response, the references should include only projects where the prime software vendor and the prime implementation partner have worked together. References for the software vendor where the implementation partner was not involved will not be considered. References for the implementation partner for a different software package than proposed will not be considered.

If any 3<sup>rd</sup> party software or subcontractor services have been recommended in the response, five (5) references unique to the 3<sup>rd</sup> party or subcontractor will need to be provided in addition to the prime contractor's references. The Proposer may combine references where the proposed team has worked jointly on a similar engagement.

Information provided should include the organization, project description, modules implemented; and the name, address, title, email address and phone/fax numbers of a person who may be contacted for further information. Please also identify if the project was completed on time and on budget. If the project was not completed on time or was over budget, please provide a description.

Please note that the City may contact each client for a reference interview. As a result, please notify all references submitted that the City of Madison project team may be contacting them shortly.

Please complete the Appendix 12 reference forms, for all references.

## **Chapter 10 - Non-Public Information**

**Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws.** Information qualifying as a "trade secret" – defined in State of Wisconsin Statutes – may be held confidential. Proposers shall seal, in Chapter 10, all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information contained in Chapter 10 elsewhere in your response.

S. 19.6(5)



(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90 (1) (c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

***The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws.*** The City cannot consider the following confidential; a proposal in its entirety, price proposal information, or the entire contents of any resulting contract. The City will not provide advance notice to a Proposer prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of proposals from public view – until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all proposals will be available for review in accordance with such laws.





## 7. Standard Terms & Conditions



### STANDARD TERMS AND CONDITIONS

#### City of Madison

(STC-Form: Custom)

This document is intended to indicate the minimum requirements for the submission of bids.

General. Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.

**The City intends to negotiate a written contract with the selected bidder (if any). Said contract shall be in the form of the attached Sample Contract for Purchase of Services (Appendix 13) and may incorporate some or all of this Request for Proposals, some or all of the selected bidder's Proposal, a Scope of Services, and other attachments as appropriate, if agreed by the City and selected bidder in writing. In the event of any conflict between these Standard Terms and Conditions and the resulting Contract for Purchase of Services, the terms and conditions of the Contract shall control, including any order of precedence or document integration clause included in that Contract.**

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw or cancel this request at any time without prior notice.

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion is determined to be in the best interests of the City.

The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.

The City expressly reserves the right to reject any and all bids responding to this request without indicating any reasons for such rejections(s). This request does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment and the City makes no representations that a contract will be awarded to any bidder responding to this request.

- 1. These Standard Terms and Conditions shall apply to any contract or order as a result of this Request for Bid/Proposal except where special requirements are stated elsewhere in the Request, in such cases, the special requirements shall apply, and except where written contract(s) are executed between the City and the selected bidder, in which case, the terms of such contract(s) shall control.**
- 2. Addenda.** Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
- 3. Award.**
  - The City will have sole discretion as to the methodology used in making the award. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered.
  - The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
  - This Paragraph 3., Award, is subject to the limitations in Paragraph 1, General, including the right of the City not to make any award and the right to cancel the bid in whole or in part.
- 4. Responsiveness and Responsibility.** Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Among other things, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the



bidder's ability to comply with the terms of this solicitation document.

5. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
6. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
7. Pricing and Discount.
  - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
  - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
8. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
9. Tax Exemption. The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916**. Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.
10. Specifications.
  - a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
  - b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.
11. Cancellation of Contract. In addition to the terms established in a contract or contracts executed pursuant to this request, the City reserves the right to cancel any contract resulting from this solicitation in whole or in part without penalty due to non-appropriation of funds. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination.
12. Payment Terms and Invoicing. **Unless specified otherwise in a negotiated contract**, the City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.
  - a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
  - b. Unless another procedure is established in a contract executed as a result of this request, invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
  - c. Bidders, proposers may include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
  - d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.
13. Compliance.
  - a. Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and

- lawful orders of any public authority bearing on the performance of the work.
- b. Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid possession of any appropriate required licenses and will keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
  - c. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
  - d. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract. If the City invokes this paragraph, it shall not be construed as a waiver of any other remedy available to the city at law or at equity.
14. Project Completion Date. All bidders are required to show a project completion date on the attached proposal page.
15. Warranty. Unless otherwise agreed in writing in a Contract executed as a result of this request, products shall be warranted against defects by the bidder for not less than ninety (90) days from the date of receipt, and if bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.
16. Warranty of Materials and Workmanship.
- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
  - b. Work not conforming to these warranties shall be considered defective.
  - c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
17. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.
18. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
19. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the City's satisfaction at the Contractor's expense.
20. Prevailing Wage Rate. When skilled labor is required for any service project, the Contractor warrants that the current minimum rate of wage scale established by the Common Council, under provisions of Section 23.01 of the City Ordinances, be paid to all trades and occupations. Wage scale is on file with the Clerk of the City of Madison. Additional information is available on our website:  
[www.ci.madison.wi.us/purch.html](http://www.ci.madison.wi.us/purch.html)
21. Living Wage. (Applicable to Service Contracts Exceeding \$5,000.) The bidder agrees to pay all employees employed in the performance of this contract, whether on full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances. Additional information is available on our website:  
[www.ci.madison.wi.us/comp/livewage/lw-index.htm](http://www.ci.madison.wi.us/comp/livewage/lw-index.htm)
22. Sweatfree Procurement of Items of Apparel. If applicable, Section 4.25 of the [Madison General Ordinances](#), "Procurement of Items of Apparel," is hereby incorporated by reference and shall be made part of any resulting contract.
23. Local Purchasing - The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.

To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Additional information is available at:



<http://www.cityofmadison.com/business/localPurchasing/index.cfm>

24. **No Waiver.** No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.



## 8. Listing of Appendices

*Format of Appendices: Some of the Appendices are formatted in Excel workbooks. Within the Excel workbooks there may be several worksheets (tabs) consisting of one to several pages each.*

Appendix 1A - Process Listing (City/Project Background)

Appendix 1B - Process Flows (City/Project Background)

Appendix 1C - Business Benefits (City/Project Background)

Appendix 2 - Process & System Improvements List (City/Project Background)

Appendix 3 - City of Madison Technical Environment Overview

Appendix 4 - Systems Diagram - Current State

Appendix 5 - Systems Diagram - Future State Vision

Appendix 6 - System Interface Background

Appendix 7 - Data Conversion Background

Appendix 8A - Requirements Response Sheets - GL, Budget, AR, Grant

Appendix 8B - Requirements Response Sheets - Procurement & Contracting

Appendix 8C - Requirements Response Sheets - Human Resources

Appendix 8D - Requirements Response Sheets - Payroll

Appendix 8E - Requirements Response Sheets - Technical

Appendix 9A - Requirements Response Sheets - Utility Billing

Appendix 9B - Requirements Response Sheets - Ambulance Billing

Appendix 9C - Requirements Response Sheets - Special Assessments

Appendix 9D - Requirements Response Sheets - Tax

Appendix 10 - Vendor Response - Narrative Responses

Appendix 11 - Vendor Response - Cost Proposal Worksheets

Appendix 12 - Vendor References

Appendix 13 - Sample - Contract for Purchase of Services

Bid Form A: Intent to Propose

Bid Form B: Signature Affidavit

Bid Form C: Receipt of Forms and Submittals Checklist

Bid Form D: Vendor Profile