



*City of*  
**West Des Moines**

***PEOPLE  
MANAGEMENT  
INFORMATION  
SYSTEM***

Request for Proposal

*City of West Des Moines*

*PO Box 65320*

*4200 Mills Civic Pkwy*

*West Des Moines, IA 50265*

**[www.wdm.iowa.gov](http://www.wdm.iowa.gov)**

**August 18, 2017**



# REQUEST FOR PROPOSAL

## PEOPLE MANAGEMENT INFORMATION SYSTEM

The City of West Des Moines is evaluating new software to satisfy its People Management Applicant Tracking, Human Resources, Payroll, Time Keeping application needs.

- Response instructions are contained in **Sections 3, 4, 5, and 6** of the *Request for Proposal* (RFP) document.
- **Section 5** of the RFP contains feature/function and other information worksheets. Please complete these worksheets using the electronic forms (Excel format) and as directed in the RFP instructions.
- Effort has been made to keep the RFP and feature/function listing as brief as possible.
- The proposal should include all costs associated with training, implementation, hardware specifications, interface estimates, file conversion assistance, custom modification estimates, annual maintenance, and support. All costs proposed must remain valid for 180 days.

- ♦ **Intent to propose** notification is to be directed to Jane Pauba Dodge, Human Resources Director, by e-mail at [Jane.Dodge@wdm.iowa.gov](mailto:Jane.Dodge@wdm.iowa.gov) no later than **August 30, 2017**.
- ♦ Questions related to this RFP are to be directed to Jane Pauba Dodge, Human Resources Director, by e-mail at [Jane.Dodge@wdm.iowa.gov](mailto:Jane.Dodge@wdm.iowa.gov) no later than **September 6, 2017**. Only written questions submitted by email by the above stated date will be accepted.
- ♦ **Please submit your proposal by 2:00 PM, Wednesday, September 27, 2017 – electronically and in hard copy, as follows:**

**Electronic:** In Microsoft Word and Excel format emailed to [jane.dodge@wdm.iowa.gov](mailto:jane.dodge@wdm.iowa.gov) & [amercado@clientfirstcsg.com](mailto:amercado@clientfirstcsg.com)

**Printed:** One (1) original and seven (7) copies sent to:

**Ryan Jacobson**  
City Clerk  
City of West Des Moines  
4200 Mills Civic Pkwy  
PO Box 65320  
West Des Moines, IA 50265

**Note:** Use street address for UPS or FedEx, and PO Box if via US Postal Service.

Thank you for your participation. We look forward to reviewing your proposal.

Sincerely,

Jane Pauba Dodge  
Human Resources Director



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# 1 PROJECT OBJECTIVES AND PROCESS

## PURPOSE

This information was developed in a format to facilitate the preparation of a proposal in response to this *Request for Proposal* and the subsequent evaluation of that response.

Current major software utilized by the City includes Tyler New World for Financial Management, Highline for Human Resources, Applicant Tracking, Time Keeping, and Payroll.

The goal of the City is to implement an integrated Human Resources and Payroll system utilizing best practices, automated workflow, and other suitable applications.

The final decision will be based on a number of evaluation criteria, primarily how well the proposed solution will meet the City's overall functional requirements. The requirements noted in this RFP are designed to meet these objectives.

## OBJECTIVE

The objectives for this project are to:

- Reduce manual processes and increase productivity
- Reduce paper and paper oriented processes
- Improve integration between applications and other systems
- Improve employees ability to interact with the City
- Take advantage of newer technology

The City is looking for the best overall solution to meet their current and future needs. It is understood that there are no perfect solutions and that the applicable vendor may vary in their capability to meet the City's overall system needs.

## CITY OF WEST DES MOINES BACKGROUND

The City of West Des Moines was incorporated on October 9, 1893. From its inception the City of West Des Moines has endeavored to provide the best possible services to its citizens. The City has been recognized by several national publications and a metro-wide publication as a great place to live and conduct business. It has grown from an 1893 railroad town known as Valley Junction with a population of 500 to a hub of commerce and premier living of 64,500. West Des Moines is located at the crossroads of Interstates 35 and 80. The City remains one of the fastest growing communities in Iowa with a network of amenities to provide its citizens with a high quality of life.

Planning by early leaders of the Valley Junction community set standards for amenities considered basic today. In the first few years of incorporation these leaders were able to install sidewalks, gas and water mains, telephone service, and electricity, all services considered progressive at the time. The first City Hall was constructed in 1905 at 137 5th Street for the cost of \$900. This building also housed the City's first Fire Department.

Continued growth resulted in the construction of several schools, churches and new buildings. On January 1, 1938, the city then known as Valley Junction adopted the new name of West Des Moines. The decline of the railroad industry and the Great Depression convinced community



leaders that a new name would help spur progress and give the city a suburban image. Progress came and a suburban community emerged. In 1943 the West Des Moines Public Library was officially founded. In 1954, a new City Hall opened at 318 5th Street.

This site served as City Hall for almost 40 years until the floods of 1993 caused the City to relocate its offices. Temporary offices were set up around the community until 1996 when the offices were moved to the 2nd floor of the then recently completed West Des Moines Library at 4000 Mills Civic Parkway. The building at 318 5th Street became the offices of West Des Moines Human Services.

This remained the City Hall until December of 2002, when the new municipal office building opened at 4200 Mills Civic Parkway. As you look around the City of West Des Moines today it is evident that the visions of our early leaders have become a reality. With each new year and every instance of growth, the City's elected officials and staff remain committed to providing the best services for the citizens of our community.

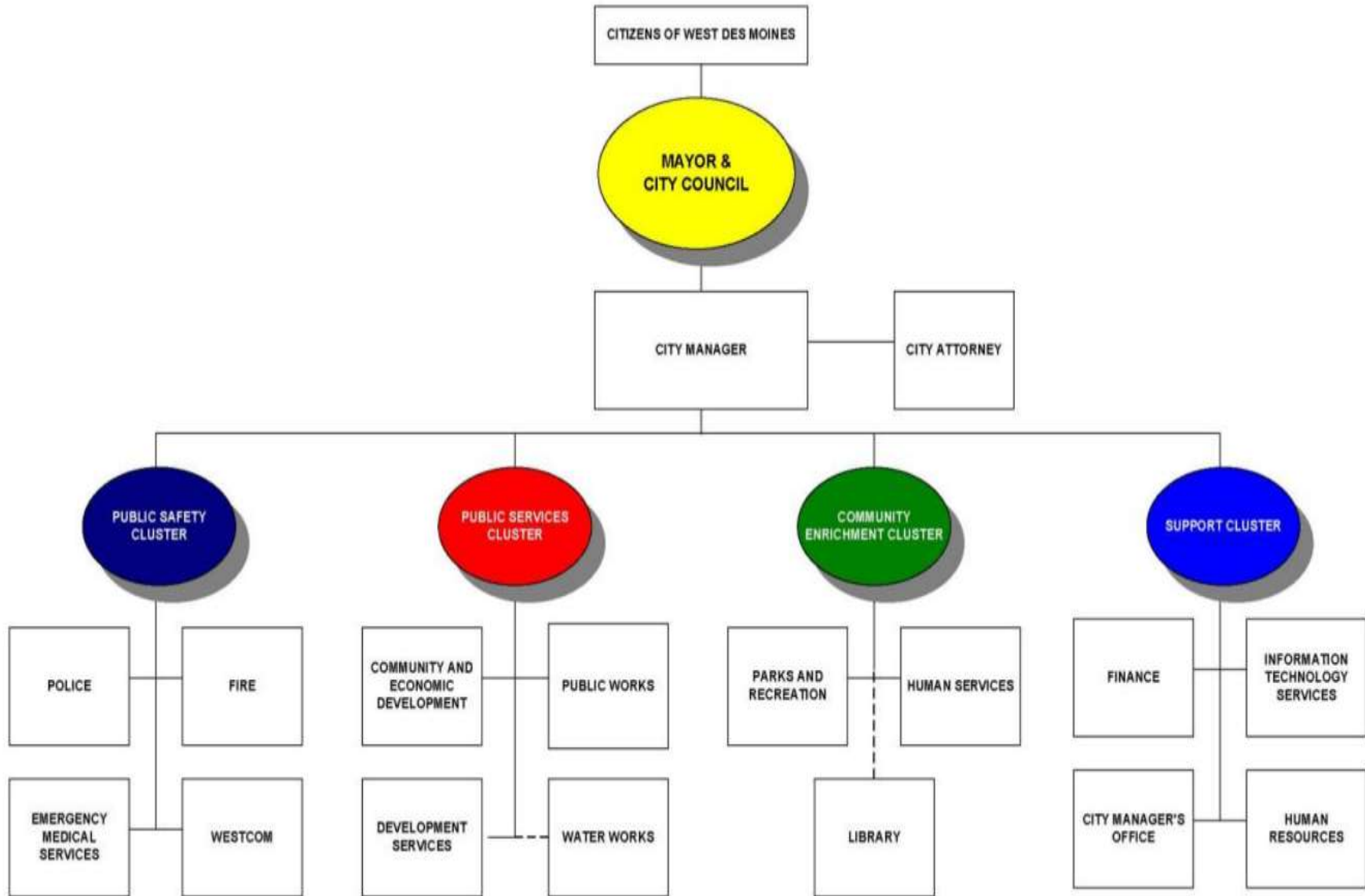
Department Divisions include:

- Mayor and City Council
- City Manager
- Finance
- Community & Economic Development
- Development Services
- Emergency Medical Services
- Engineering
- Fire
- Human Resources
- Human Services
- Information Technology Services
- Library
- Parks & Recreation
- Police
- Public Works
- Westcom Emergency Communications

Additional information is available at <http://www.wdm.iowa.gov>



# CITY OF WEST DES MOINES ORGANIZATIONAL CHART





## SYSTEM FUNCTIONALITY REQUIREMENTS

The City is looking for an integrated enterprise system, which is to include the following list of primary functionality (modules). This list is not intended to be all-inclusive/exclusive, or organized by specific software modules.

### Human Resources

- Applicant Tracking
- Benefits Administration
- Employee Self Service
- Misc. HR Needs, including but limited to:
  - FMLA Tracking
  - Leave Administration and Tracking
  - ACA Requirements
  - Other Misc. HR Needs

### Payroll and Time Keeping

- Time Keeping and Time Clocks
- Payroll

### Integration/Interfaces

- Electronic Content Management System (TBD)
- Wire Transfers
- ACH Payment Processing
- Direct Deposit (create direct deposit file for upload to bank)
- Bank Positive Pay
- IRS – 941,1094, and 1095 Reporting
- W-2 Filling and Reporting
- Iowa Public Employees' Retirement System (IPERS).
- Municipal Fire & Police Retirement System of Iowa (MFPRSI)
- Ad Hoc Reporting Writer (if Ad Hoc is not provided as a part of your proposal)
- Financials (New World by Tyler Technologies)
  - General Ledger
  - Project Accounting
  - Accounts Payable
- Scheduling Systems (note that some of these could be replaced by the new system)
  - Icelink – Police
  - InTime - Police
  - Aladtec – EMS
  - Firehouse – Fire
  - Advanced Tracker - PW

The City seeks to install the system utilizing the vendor to provide all services, including software, installation, process discovery, training, project management, interfaces, conversion assistance, maintenance, and support. Applicable hardware specifications with sizing documentation should also be provided.





## PROCESS AND SCHEDULE

The process is for the City to review the proposals, evaluate the solutions, and finalize a project scope of work. Using subsequent interviews, demonstrations, reference checks, and/or site visits, the City will then make a final decision.

The following is the current estimated timeline:

<b>Selection Process Step</b>	<b>Estimated Date(s)</b>
Release and Issuance of the <i>Request for Proposal (RFP)</i>	<b>August 18, 2017</b>
Notification by vendors of Intent to Respond	<b>August 30, 2017</b>
Final Date for vendors to Submit Questions	<b>September 6, 2017</b>
Date for Publishing Answers to vendors' Questions	<b>September 14, 2017</b>
Proposals Due	<b>September 27, 2017</b>
Decision on vendor Finalists (short-list)	<b>October 6, 2017</b>
Demonstrations by vendor Finalists	<b>Weeks of Nov 6 &amp; Nov 13, 2017</b>
User Site Visits	<b>November 2017</b>
Final vendor Selection	<b>December , 2017</b>
Review of Selection by City Council's Finance & Administration Committee	<b>January. 2018</b>
Contract Negotiations Process	<b>January/February 2018</b>
Contract Approval by City Council	<b>February, 2018</b>
Implementation Start (estimated)	<b>March/April 2018</b>



# 2

# EVALUATION CRITERIA

The City of West Des Moines reserves the right to select the vendor who best meets the overall needs of West Des Moines. The Selection Committee will use the following criteria to evaluate proposals. Points will be awarded based on how well each proposal meets these criteria. The maximum number of points to be awarded is 100 (criteria in each section below are not listed in any order of importance).

### Vendor technology, capability and features/functions (Maximum 40 points):

- The overall capability to provide the required software features and capabilities (all Appendix A sections)
- The flexibility of the application software, including the availability of tools to allow the novice user to “drill down and across” and perform Ad Hoc analysis and reporting
- The expandability of the proposed solution, including the ease of upgrading the proposed system by adding components to accommodate future needs
- Adherence to the requested Information specifications, thoroughness of the proposal, as well as the overall format of the presentation
- Future technology direction (major changes in architecture, database, platforms, languages, etc.)
- The internal controls provided within the system which prevent unauthorized access to data and provide adequate audit trails
- The seamless integration of the various system modules and ability to meet the interface/integration requirements noted in this RFP
- Ease and intuitive use of software interface (for both internal staff and Web customers)

### Vendor history, experience, support, and services (Maximum 30 points):

- Corporate direction (potential organizational/industry restructurings, mergers, acquisitions, etc.)
- The financial stability, longevity, and strength of the vendor
- The vendor's performance record to date in meeting the requirements of their existing customers, including the availability of users similar to West Des Moines to allow reference investigation
- The amount of vendor support that will be available for installation, conversion, training, ongoing modifications, and software support
- The capability to perform required conversions of existing data files

### Cost (30 points):

- Cost is calculated as the total costs of the system over a ten-year period, including direct and indirect costs
- Points are calculated as follows:

$$\frac{\text{Lowest Cost Proposal}}{\text{Cost of this Proposal}} \times 30 = \text{Points Awarded}$$



## 3 SPECIFIC RESPONSE REQUIREMENTS

Include the following items in the order listed below (and indexed in the same manner) in your response to this *Request For Proposal (RFP)*.

During the needs assessment phase of the project, key issues were discussed regarding alternate information management solutions. Following is a list of specific concerns of the City. Please respond to each issue in detail regarding how the proposed solution will satisfy each concern.

### **PROGRAMMING LANGUAGES**

Please provide information on all programming languages used for each proposed required application.

### **OPERATING SYSTEMS**

Please provide a description of the proposed server and desktop operating systems used by your products and which server software option is being proposed? (Include server software name, year, and version)

### **DATABASE**

The City expects the information system to be based on a very stable and flexible relational database standard. The City's preference is MS SQL. Please briefly describe the relational database platforms available in the use of your products and which database option(s) are being proposed? (Include database management system name, year, and version)

### **USER INTERFACE CONFIGURATIONS**

The City desires to move forward with advancing technologies and therefore prefers a thin-client architecture or browser user interface (BUI). Screen-scraping technology configurations will not be considered. Please describe your client architecture.

### **REPORTING CAPABILITIES**

Please provide information on overall system/solution reporting capabilities (e.g., canned reports, financial reporting, Ad Hoc reporting, executive dashboard, etc.)

### **ELECTRONIC CONTENT MANAGEMENT CAPABILITIES**

Please provide information on your content management capabilities and options, including integration to a third-party EDMS solution. The City currently does not utilize an Electronic Content Management System. Please describe which prominent systems you have existing integrations with or if your solution includes comprehensive content management capabilities.



## WORKFLOW CAPABILITIES

Please provide information on your system's workflow capabilities. Describe the integration level with all systems. If you have no workflow capabilities, please indicate.

## APPLICATION SECURITY

Please describe application and user security features/capabilities. Indicate any special security features (e.g., user security, function security, file security, field-level security, etc.) provided by the software. Please also confirm your support of Active Directory and if you provide single sign-on capabilities.

## APPLICATION SOFTWARE

Please complete the Software Features, Functions, and Capabilities Listing contained in the electronic file provided with the RFP **Section 5 (Appendix A)**.

The proposed software should demonstrate an online, integrated method of processing the noted application modules, and allow for immediate update of all information. Access to information in either summary or detail should be obtained easily and intuitively. The proposed software's data entry screens should be designed to facilitate rapid data entry.

For each application software module proposed, indicate whether your organization developed the module, or if the module is available because of a third-party relationship that has been established with another vendor.

In addition to the required and optional software information requested in **Section 5**, provide general information on other application modules not requested in this RFP which may be of interest or benefit to the City.

## SOFTWARE UPGRADES

Please describe your software versioning and update policies/practices. Include, at a minimum, how often you issue updates (new versions) and whether new versions are provided as part of your annual maintenance and support fees. Please explain process of installing update patches and service packs. Please provide costs related to the following upgrade items.

Upgrade Types	Typical Frequency (in months)	Typical Vendor Assistance Cost		Typical Vendor End-User Training	
		Low Cost	High Cost	Low Cost	High Cost
Version Upgrades					
Major Upgrades					
Minor Upgrades					



### USER ACCESS REQUIREMENTS BY MODULE

The following table lists the City’s estimated number of Full and Inquiry user access requirements by module. These are not separate user IDs. Many users work in multiple modules. For overall total user counts and for information on total number of employees full time, seasonal and permanent part time please see **Section 4 "Volumes & Conversions"**

Module	Full Access (User and System Administration)	Inquiry & User Portal Access
Applicant Tracking	6 (HR Staff) 60 (Hiring Managers using recruiter Self Service)	All Applicant
Human Resources	6 (HR Staff)	N/A
Payroll	12 (HR, Finance/Payroll, DBA/IT Department)	N/A
Time and Attendance	12 (HR, Finance/Payroll, DBA/IT Department)	All Staff
Employee Self Service	12 (HR, Finance/Payroll, DBA/IT Department)	All Staff
Ad Hoc Reporting	12 (HR, Finance/Payroll, DBA/IT Department) 45 (Department Specific Staff for Std. Reports and Timekeeper Inquiry/Reporting)	N/A

### HOSTED/SAAS MODEL

If you are proposing a hosted option, please add lines as necessary in the Annual Recurring Costs section of **Section 5 (Appendix G)** for your hosting fees. If you wish to propose both a Traditional In-House license model and a Hosted option, please submit two (2) copies of **Appendix G** with a copy for each option. All costs and pricing including on forms in **Section 5 (Appendix G)**, must remain **valid for 180 days**.

### HARDWARE REQUIREMENTS

Please provide all hardware specifications including servers, workstations, and other equipment. Include estimated costs (if applicable) in **Section 5 (Appendix G)**. All costs and pricing including on forms in **Section 5 (Appendix G)**, must remain **valid for 180 days**.



## INTEGRATION/INTERFACE CAPABILITIES

The City is expecting to expand their integration and interfaces with key systems. Below are integrations the City is currently interested in potentially implementing and may wish to have created. Please provide information to explain if these are standard in your system or if they will need to be created along with costs. Please put these costs in **Section 5 (Appendix H)**:

ERP Module Requiring Interface/Integration	Third-Party Software (Software Name and Version)	Interface Direction(s)	Frequency / Real Time Active	Description
Applicant Tracking	Agency's Website	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	WEB PORTAL POSTINGS - Ability to automatically post approved job applications to the web portal.
Applicant Tracking	External Job Posting Sites	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	CAREER POSTING AND RECRUITMENT SERVICES - Ability to interface with external career posting or recruitment websites to post job openings.
Applicant Tracking	E-VERIFY	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	E-VERIFY - Ability to interface with E-Verify (or other Federal immigration systems)



ERP Module Requiring Interface/Integration	Third-Party Software (Software Name and Version)	Interface Direction(s)	Frequency / Real Time Active	Description
Applicant Tracking	MS OUTLOOK	One Way <input type="checkbox"/> Two Way <input checked="" type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input checked="" type="checkbox"/>	MS OUTLOOK - Ability to integrate with Office 365 to schedule interviews
Applicant Tracking	DMV	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> (& as needed) Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	DMV LICENSE VERIFICATION - Ability to determine, at the time of application, if the applicant has a valid Iowa Driver's License and if there are any endorsements
Human Resources	City's Employee ID Badge/Access card system (Entre' Security & Access System)	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	ID & ACCESS CARDS – Integrate with the City's ID and Access cards so that they can be activated and tied to the new employee as part of the onboarding process
Human Resources	Internal Revenue Service	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	INTEGRATION - ACA UPLOAD - Provide for upload of Affordable Care Act (ACA) information.



ERP Module Requiring Interface/Integration	Third-Party Software (Software Name and Version)	Interface Direction(s)	Frequency / Real Time Active	Description
Human Resources	Equal Employment Opportunity Commission	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	EEO-4 SURVEY FILE UPLOAD - Ability to electronically submit the EEO-4 Survey to the Equal Employment Opportunity Commission NOTE: File upload specifications can be found at <a href="https://egov.eeoc.gov/eo4/">https://egov.eeoc.gov/eo4/</a>
Human Resources Payroll	Iowa Public Employees' Retirement System (IPERS)	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	IPERS - Ability to export a file to Iowa Public Employees' Retirement System (IPERS)
Human Resources Payroll	Municipal Fire & Police Retirement System of Iowa (MFPRSI)	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> <u>for Payments (ACH)</u> Quarterly <input checked="" type="checkbox"/> <u>for Reporting</u> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	MFPRSI - Ability to export file to Municipal Fire & Police Retirement System of Iowa (MFPRSI)
Payroll	N/A – See Description	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> (& as needed) Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	BENEFIT DATA EXCEL FILE IMPORT - Ability to import an Excel file for updating benefits data by employee





ERP Module Requiring Interface/Integration	Third-Party Software (Software Name and Version)	Interface Direction(s)	Frequency / Real Time Active	Description
Payroll	N/A – See Description	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	BANK PRENOTES FILE - Ability to export a bank pre-notes file for verifying direct deposit information.
Payroll	N/A – See Description	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Biweekly (ever 2 weeks) <input checked="" type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	DIRECT DEPOSIT - Provide for direct deposit of payroll checks (for any amount up to, and including, net pay) to employee's financial institution(s).
Payroll	N/A – See Description	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	ACH - Ability to wire transfer payments to benefits vendors (i.e., insurance companies, United Way, etc.)
Payroll	IRS and State Tax Agencies	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	ELECTRONIC FEDERAL AND STATE FILES - Generate electronic file and all related forms (including W-2 reporting) for annual reporting to federal and state agencies, in accordance with their requirements.



ERP Module Requiring Interface/Integration	Third-Party Software (Software Name and Version)	Interface Direction(s)	Frequency / Real Time Active	Description
Payroll	N/A – See Description	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Biweekly <input checked="" type="checkbox"/> <u>Including ACH</u> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	457 DEFERRED COMPENSATION EXPORT - Ability to export a file containing employee 457 deferred compensation information to a third-party. And the ability to transfer funds electronically. The City is currently mailing checks.
Payroll	West Bank <a href="http://www.westbankstrong.com">www.westbankstrong.com</a>	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	BANK - POSITIVE PAY - System should provide the ability to interface with financial institutions for 1) positive pay on checks; System must also provide the capability of producing a 2) electronic transmission of checks currently processed to be forwarded to the related financial institutions (NACHA format).
Ad Hoc Reporting	N/A – See Description	One Way <input type="checkbox"/> Two Way <input checked="" type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input checked="" type="checkbox"/>	SQL SERVER REPORTING SERVICES - Ability to integrate SSRS Reporting Services into the Application for documents and statistical reporting needs
Ad Hoc Reporting	N/A – See Description	One Way <input type="checkbox"/> Two Way <input checked="" type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input checked="" type="checkbox"/>	THIRD PARTY REPORT WRITERS - Ability to integrate with a third-party report writing tools, such as Crystal Reports and Cognos



ERP Module Requiring Interface/Integration	Third-Party Software (Software Name and Version)	Interface Direction(s)	Frequency / Real Time Active	Description
Gen Sys & Security	Email	One Way <input type="checkbox"/> Two Way <input checked="" type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input checked="" type="checkbox"/>	EMAIL - Sending emails from system utilizing standard SMTP protocols.
Gen Sys & Security	Active Directory	One Way <input type="checkbox"/> Two Way <input checked="" type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input checked="" type="checkbox"/>	SINGLE SIGN-ON - ACTIVE DIRECTORY - Support of Single Sign-on and Active Directory (integrated or LDAP).
Human Resources Time Keeping Payroll	Document Management System (To Be Determined)	One Way <input type="checkbox"/> Two Way <input checked="" type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input checked="" type="checkbox"/>	ELECTRONIC DOCUMENT MANAGEMENT SYSTEM - System must integrate with Electronic Document Management System (To Be Determined), please also describe capabilities to integrate with MS Sharepoint
<b>Financial Management System (Tyler New World v2107.1)</b>				
Human Resources	General Ledger	One Way <input type="checkbox"/> Two Way <input checked="" type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	TYLER NEW WORLD - GENERAL LEDGER - Provide for integration with the general ledger



ERP Module Requiring Interface/Integration	Third-Party Software (Software Name and Version)	Interface Direction(s)	Frequency / Real Time Active	Description
Payroll	Accounts Payable	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	TYLER NEW WORLD - ACCOUNTS PAYABLE - Ability to integrate with Accounts Payable to create checks for Garnishments, Taxes, Benefit Providers, expense reimbursement, tuition reimbursement, etc.
Payroll	Project Accounting	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	TYLER NEW WORLD - PROJECT ACCOUNTING - Ability to provide labor distribution data to Project Accounting, which includes fully burdened costs (base pay, taxes, and benefits)
Payroll	Budgeting	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	TYLER NEW WORLD – BUDGETING – Ability to integrate so that Finance and Departments can perform position budgeting
<b>City Scheduling Systems</b>				
Payroll	Icelink (Police Scheduling System)	One Way <input type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	THIRD-PARTY SCHEDULING SYSTEMS – Interface to any necessary third-party timekeeping and scheduling systems (Icelink)



ERP Module Requiring Interface/Integration	Third-Party Software (Software Name and Version)	Interface Direction(s)	Frequency / Real Time Active	Description
Payroll	InTime (Police Scheduling System)	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	THIRD-PARTY SCHEDULING SYSTEMS – Interface to any necessary third-party timekeeping and scheduling systems (InTime)
Payroll	Aladtec (EMS Scheduling System)	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	THIRD-PARTY SCHEDULING SYSTEMS – Interface to any necessary third-party timekeeping and scheduling systems (Aladtec)
Payroll	Firehouse (Fire Scheduling System)	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	THIRD-PARTY SCHEDULING SYSTEMS – Interface to any necessary third-party timekeeping and scheduling systems (Firehouse)
Payroll	Advance Tracker (Public Works Scheduling System)	One Way <input checked="" type="checkbox"/> Two Way <input type="checkbox"/>	Hourly <input type="checkbox"/> Once Per Day <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Nightly (off-hours) <input type="checkbox"/> Real Time Interactive (Live) <input type="checkbox"/>	THIRD-PARTY SCHEDULING SYSTEMS – Interface to any necessary third-party timekeeping and scheduling systems (Employee Tracker)



## COST CONSIDERATIONS

Initial one-time costs for hardware (if applicable), implementation, training, software licensing, travel and related costs, etc., must be included with the price proposal. See electronic price proposal form **Section 5 (Appendices G)**.

Recurring annual costs should be described in the proposal, clearly stating what is included (e.g., application upgrades, state and/or federal reporting requirements, hours of support, etc.), **Section 5 (Appendices G, H and I)**. The City prefers unlimited telephone support. If 24/7 telephone support is available, price proposals should clearly indicate total recurring costs for that support option. If after-hours support is only available at an hourly rate, this should clearly be indicated.

The objective is to have **no hidden or unexpected costs**. All costs and pricing including on forms in **Section 5 (Appendices G, H and I)**, must remain **valid for 180 days**.

## MOBILE COMPUTING

Describe your solution's mobile access options, including full application access through remote VPN connectivity (i.e., no vendor software required), mobile application for use with laptops, tablets and smart phones (e.g., iPad/iPhone, Android tablet/phone, Surface, etc.)

## TELEPHONE AND OTHER SUPPORT

Please describe all support services available from your company in **Section 5 (Appendix B)**. Specifically address the following issues:

- Normal hours of availability
- Website support information
- Online chat
- Remote system access capabilities
- Access via toll-free 800 number
- Costs
- Quality Assurance program(s)
- Other support services
- Service-Level Agreements (SLA) – response time (by priority or severity levels), escalation processes, and other metrics

## IMPLEMENTATION METHODOLOGY

Please describe your implementation methodology, with milestones and timeframe. **Include a preliminary implementation schedule** for all applications, including the required time for system and application training, program testing, and conversion. Please include how you expect to sequence the installation of the various applications or application groupings.

The City anticipates electronic data conversions, depending on cost. Please include estimated range of costs for data conversions for each application, if available, and a description of data that would be typically converted. Costs for proposed data conversion are to be included (**Section 5, Appendix I**). All costs and pricing including on forms in **Section 5 (Appendix I)**, must remain **valid for 180 days**.



## TRAINING AND EDUCATION

Please provide your consulting and training options, including classroom (on-site and off-site), online (group and self-paced), training videos, and manuals. Include training for all required staff and users. Include ongoing training and user support group training options.

## PROJECT MANAGEMENT

The City will provide a designated project manager, and expects the vendor to do the same. Please include recommended vendor project management costs (**Section 5, Appendix G**) in the proposal and **describe, in detail, services to be provided**. The City reserves the right to accept or reject changes in vendor project management personnel. All costs and pricing including on forms in **Section 5 (Appendix G)** must remain **valid for 180 days**.

## SUBCONTRACTOR AND THIRD-PARTY RELATIONSHIPS

Please describe any subcontractor relationships and/or third-party providers that will be used for this implementation.

*Note: If a vendor chooses to partner with a third-party vendor to address some requirements, this must be clearly stated in the response. Be specific when describing applications and the third-party vendor solution provider. Third-party vendors will be required to demonstrate their portion of the application solution along with all other required information being provided by the prime vendor.*

## CUSTOMER IMPLEMENTATION RESPONSIBILITIES

Please describe and/or provide a list of the typical customers' implementation responsibilities.

## SAMPLE USER AND TECHNICAL MANUALS & OTHER DOCUMENTATION

Please provide the following:

- Sample Application User Manual
- Sample Application User Online Documentation
- Sample Technical User Manual (include installation & Interface specifications)
- Sample Technical User Online Documentation
- Sample Training Syllabus
- Sample Section of a Detailed Implementation Project Schedule

## VENDOR/RESELLER INFORMATION

Please provide all information related to your company as requested in RFP **Section 5 (Appendices)**. In addition, specifically address the following issues:

- Describe your research-and-development approach and process
- If you are a software reseller/partner, please provide the same company, customer demographics, and reference information for your specific company in addition to the software vendor's information (see **Section 5, Appendices B, C, D, and E**)



- If your proposed solution belongs to a parent/consolidation company only provide customer base figures and references for the proposed solution. (see **Section 5, Appendices D, E, F**)
- Technology direction
- Please describe short-, medium-, and long-term direction regarding major changes in architecture, database, platforms, languages, etc.

## CORPORATE STRUCTURE CHANGES

Please explain whether there are any known circumstances, such as major organizational restructuring, mergers, and/or acquisition plans, which are under consideration.

## VENDOR FINANCIAL INFORMATION

Short-listed vendors may be required to provide copies of your organization's last three (3) years of audited financial statements, including any pending litigation, in a confidential manner to the City. Please **do not** send financial statements with your proposal.

## USER GROUPS

Provide information regarding organized user groups, including frequency and location of user group meetings. Also, indicate who conducts the meetings, and who is responsible for establishing meeting agendas. Please also describe a local (State or regional) user groups or meetings.

## REFERENCES AND USER BASE

Please provide references for a minimum of ten (10) completed projects of similar scope and nature to the City, **preferably within the same region** and within the last three (3) years.

A reference worksheet is provided in **Section 5 (Appendix E)**.

Please provide total number of customers (software provider and reseller, if applicable) for the applications according to demographic request worksheet provided in **Section 5 (Appendix D)**.

If your proposed solution belongs to a parent/consolidation company only provide customer base figures and references for the proposed solution. (See **Section 5, Appendices D, E, F**)

Additionally, please provide an organization name list of all active customers within the state of Illinois. Contact information is not necessary.

Lastly, please provide the **number** of new customers (original go-lives) implementing the proposed applications in each of the last three (3) years.





## 4 VOLUMES & CONVERSIONS

The tables below summarize the estimated volumes of transactions and records associated with the application processing requirements and preliminary conversion requirements.

### GENERAL INFORMATION

Description	Value or Quantity
West Des Moines Population	64,500
Number of West Des Moines Employees (currently)	706

### USER INFORMATION

Description	Value or Quantity
Full Users	20
Inquiry/reporting only users (normal system access , timekeepers)	45
Concurrent users	10-15 (Full Users)

### VOLUMES INFORMATION

Volume Description	Quantity	Estimated Annual Volumes
Job Postings		75
New Hires Applications Received		2,400
Full Time Employees	370	
Permanent Part-Time Employees	106	
Elected	6	
Intermittent	71	
Temporary/Seasonal (drops to 20 – 30 during winter months)	170	
Police Reserves	7	
Inactive Employee Records	3,163	
Employee/Manager Self Service (Note: inactive employees still have access but use minimally)	706	
Applicant Tracking – Candidate Self Service (total records)	21,000+	
Payroll Frequency	Bi-Weekly	
Direct Deposit Accounts	261	
Existing Time Clocks in Operation	11	
Performance Evaluations		460
Personnel Actions (e.g., Disciplinary, FMLA requests, wage increase, etc.)		1,812



## CONVERSION INFORMATION

Application/Information	Existing Software Product			Number Records to Convert (Approximate)
	Name	Version	Database	
Employee Master Record (All/Historical)	High Line	4.5	Oracle	2,061
Employee Master Record (Active ONLY)	High Line	4.5	Oracle	708
Employee Personnel Action History	High Line	4.5	Oracle	26,000
Position Control History	High Line	4.5	Oracle	401
Employee Pay History - 8 years (by employee and pay period)	High Line	4.5	Oracle	120,000
Applicant Tracking – Applicant Profiles	High Line	4.5	Oracle	18,758
Applicant Tracking – Applications Received	High Line	4.5	Oracle	17,733



## 5 PROPOSAL FORMS & SUPPORTING INFORMATION

This section of the RFP explains the required proposal forms and other supporting information designed to assist the vendors in their response.

### VENDOR ELECTRONIC RESPONSE FILES

The multi-tab Excel spreadsheet files contain all appendices listed below. *Appendices* must be filled-in and submitted using these electronic forms (multi-tab Excel files), and must also be printed and included in your proposal.

#### ***West Des Moines EIMS RFP Appendix A.xls***

#### ***West Des Moines EIMS RFP Appendices B-J.xls***

<b><i>Appendix B</i></b>	Vendor Profile
<b><i>Appendix C</i></b>	Vendor Financial Information
<b><i>Appendix D</i></b>	Vendor Customer Base
<b><i>Appendix E</i></b>	Vendor References
<b><i>Appendix F</i></b>	Vendor General System
<b><i>Appendix G</i></b>	Project Costs
<b><i>Appendix H</i></b>	Interface Costs
<b><i>Appendix I</i></b>	Conversion Costs
<b><i>Appendix J</i></b>	Modification Costs

#### ***West Des Moines Additional Standard Provisions***

<b><i>Appendix K</i></b>	Certification Regarding Ability to Obtain Required Insurance
<b><i>Appendix L</i></b>	Signature Page Form



# 6

# PROPOSAL INSTRUCTIONS

This section outlines the information that is requested to be included in your proposal. Please include a table of contents at the beginning of your proposal clearly outlining the contents of each section.

## GENERAL PROPOSAL INSTRUCTIONS

Software features, functions, and capability information should also be submitted electronically using the forms and instructions contained in the RFP.

- Response instructions are contained in **Sections 3, 4, 5, and 6** of the *Request for proposal* (RFP) document.
- **Section 5** of the RFP contains vendor information worksheets. Please complete these worksheets using the electronic forms (Excel format) and as directed in the RFP instructions.
- The proposal should include all costs associated with training, implementation, hardware specifications, interface estimates, file conversion assistance, custom modification estimates, annual maintenance, and support. All costs proposed must remain valid for 180 days.

- ♦ **Intent to propose** notification is to be directed to Jane Pauba Dodge, Human Resources Director, by e-mail at [Jane.Dodge@wdm.iowa.gov](mailto:Jane.Dodge@wdm.iowa.gov) no later than **August 30, 2017**.
- ♦ Questions related to this RFP are to be directed to Jane Pauba Dodge, Human Resources Director, by e-mail at [Jane.Dodge@wdm.iowa.gov](mailto:Jane.Dodge@wdm.iowa.gov) no later than **September 6, 2017**. Only written questions submitted by email by the above stated date will be accepted.
- ♦ **Please submit your proposal by 2:00 PM, Wednesday, September 27, 2017 – electronically and in hard copy, as follows:**

**Electronic:** In Microsoft Word and Excel format emailed to [jane.dodge@wdm.iowa.gov](mailto:jane.dodge@wdm.iowa.gov) & [amercado@clientfirstcg.com](mailto:amercado@clientfirstcg.com)

**Printed:** One (1) original and seven (7) copies sent to:

**Ryan Jacobson**  
City Clerk  
City of West Des Moines  
4200 Mills Civic Pkwy  
PO Box 65320  
West Des Moines, IA 50265

**Note:** Use street address for UPS or FedEx, and PO Box if via US Postal Service.

Requests for extension of the submission date will not be granted. Vendors submitting proposals should allow for normal mail or delivery time to ensure timely receipt of their proposal.

Responses to the *Specific Proposal Requirements* identified in **Section 3** **MUST** be completed and indexed appropriately. In addition, all forms and checklists identified in **Section 5** must also be included in your hard copy response. Failure to include any of the requested information within your proposal may result in rejection/disqualification.



## PROPOSAL FORMAT

Proposals should be made in accordance with the RFP format provided herein, with all blank spaces in the Appendices properly filled in. Numbers shall be stated in whole dollars.

Please provide the following sections, as a minimum:

- **Executive Summary**
- **Understanding of Project Objectives**
- **Specific Proposal Requirements (see *Section 3*)**
- **Detailed Proposal and Contractual Requirements (including exceptions taken to any RFP requirement)**
- **Remaining Appendices not included in another section**

Proposals shall be addressed as indicated. All proposals must be signed by a duly authorized official representing the vendor. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate proposals unless called for, or irregularities of any kind, may be rejected or disqualified.

Modification of proposals will be acceptable only if delivered in writing to the place of the proposal prior to the proposal due date and time. Should the vendor find discrepancies in, or detect omissions from the RFP, or be in doubt as to the meaning of any point, they shall at once notify **Jane Pauba Dodge, Human Resources Director**, at **[Jane.Dodge@wdm.iowa.gov](mailto:Jane.Dodge@wdm.iowa.gov)**. West Des Moines will then send written instructions/clarifications to all vendors. If the Proposal and specifications are found to disagree after the contract is awarded, the City of West Des Moines shall be the judge as to which was intended. **Vendors are prohibited from contacting any West Des Moines officials or employees regarding this Request for Proposal.** All questions must be directed to **Jane Pauba Dodge, Human Resources Director**, at **[Jane.Dodge@wdm.iowa.gov](mailto:Jane.Dodge@wdm.iowa.gov)**. Failure to comply with this provision may result in rejection/disqualification of your proposal.

No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any City of West Des Moines officials, employees, and/or consultant. Only those transactions provided in written form from the City may be considered binding. Also, the City of West Des Moines will only honor transactions from vendors which are written and signed.

West Des Moines reserves the right to terminate the selection process at any time and to reject any or all proposals. The contract will be awarded to the vendor whose overall qualifications best meet the requirements of West Des Moines.

The City of West Des Moines shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.

The contents of each vendor's proposal to the City of West Des Moines—including technical specifications for hardware and software, purchase and lease prices, and hardware and software maintenance fees—shall remain valid for a minimum of 120 calendar days from the proposal due date.

All proposals must include copies of all sample contracts for hardware (if applicable), systems software, application software, hardware maintenance (if applicable), and software support. Please note that all contracts will be subject to negotiation between West Des Moines and the selected vendor.



Please note that the final contract may not include all the applications or all the equipment listed in this *Request for Proposal*.

This *Request for Proposal* and the selected vendor's proposal, including all representations, warranties and commitments contained in the proposal and related correspondence shall be contractual obligations included in the written final contract for services, equipment and software.

The City of West Des Moines will be awarding a contract to a single vendor for all core applications. Vendors are allowed to provide a proposal that includes subcontractors, but West Des Moines will be entering into a single agreement with one vendor acting as a prime contractor. The prime contractor will be responsible for the timeliness, quality, and deliverables provided by any subcontractors under the prime contractor's agreement.



# 7

## DISCLOSURES

Please note that any exceptions to the following as well as other sections of this *Request for Proposal*, should be addressed in a separate section of the vendor's proposal.

### **BULLETINS AND ADDENDA**

Any bulletins or addenda to the specifications contained in this RFP issued during the period between issuance of the RFP and receipt of proposals are to be considered covered in the Proposal, and in awarding a contract, they will become a part thereof. The vendors shall acknowledge receipt of bulletins or addenda in their proposal cover letter.

### **REJECTION OF PROPOSALS**

Proposals that are not prepared in accordance with these instructions to vendors may be rejected or disqualified. If not rejected, the City of West Des Moines may demand correction of any deficiency and accept the corrected Proposal upon compliance with these instructions to proposing vendors.

### **ACCEPTANCE OF A PROPOSAL**

Proposals submitted are offers only, and the decision to accept or reject will be based on the quality, reliability, capability, reputation, and expertise of the proposing vendors.

The City of West Des Moines reserves the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of the City; to reject the lowest price Proposal; to accept any item of any Proposal; to reject any and all Proposals; and to waive irregularities and informalities in any Proposal submitted or in the *Request for Proposal* process, provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposing vendors should not rely upon, or anticipate, such waivers in submitting their proposal.

### **PROFESSIONAL LIABILITY**

In performing its professional services, the vendor will use the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. The vendor covenants that it is protected by professional liability insurance in an amount not less than \$1,000,000.00 and will provide certificates of insurance upon request.

### **RIGHTS TO SOURCE CODE**

Should the selected program contractor or vendor cease to exist or their organization become financially insolvent, rights to use the source code (for City use only) shall be granted to the City of West Des Moines.



## INTENTION

The vendor shall, unless otherwise specified, supply all installation, conversion, training, transportation, and incidentals necessary for the entire proper implementation of the selected systems. In addition, the vendor shall be responsible for the implementation in a most professional manner, a complete job and everything incidental thereto, as shown in the Proposal, stated in the specifications, or reasonably implied, all in accordance with the contract documents.

## RIGHTS TO SUBMITTED MATERIALS & REQUESTS FOR CONFIDENTIALITY

An officer of the proposer empowered to bind it shall sign the proposal and written responses if the City requests additional information. Upon receipt, the proposal will become the property of the City, without compensation to the responding proposers, and will not be returned. Proposals submitted will not be deemed to be confidential. Proposer requests for confidentiality will be handled pursuant to Section 8 of the RFP Provisions & Requirements.

## VENDOR DEMONSTRATIONS

Vendors may be requested, at no cost to the City of West Des Moines, to demonstrate the proposed software and hardware systems at a mutually agreeable date and site.

## ASSIGNMENT

It is mutually understood and agreed that the proposal and any final contract will be binding upon the vendor and its successors. Neither this RFP, any final contract nor any part of either or any monies due or to become due under them, may be assigned by vendor without the prior written consent of West Des Moines.

## VENDOR'S REPRESENTATIONS AND WARRANTIES

In order for the City of West Des Moines to accept a proposal, each vendor, by submitting a proposal, thereby represents and warrants as follows:

**Status of Vendor.** Vendor will perform the Work in vendor's own way and pursuant to any final contract as an independent contractor and in pursuit of vendor's independent calling, and not as an employee of West Des Moines. The persons used by vendor to provide the Work under any final contract will not be considered employees of West Des Moines for any purposes.

The payment made to vendor pursuant to any final contract will be the full and complete compensation to which vendor is entitled. West Des Moines will not make any federal or state tax withholdings on behalf of vendor or its agents, employees, or subcontractors. West Des Moines will not pay any workers' compensation insurance, retirement contributions, or unemployment contributions on behalf of vendor or its employees or subcontractors. Vendor agrees to indemnify and pay West Des Moines within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or Workers' Compensation payment which West Des Moines may be required to make on behalf of vendor or any agent, employee, or contractor of vendor for work done under any final contract. At the





West Des Moines' election, the City may deduct the amounts paid pursuant to this section, from any balance owing to vendor.

Vendor understands that its professional responsibility is solely to West Des Moines. Vendor warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest that would conflict with its performance of any final contract. Vendor further warrants that neither vendor, nor vendor's agents, employees, subcontractors and vendors have any ancillary real property, business interests, or income that will be affected by this RFP or final contract, or alternatively, that vendor will file with the City of West Des Moines an affidavit disclosing this interest. Vendor will not knowingly, and will take reasonable steps to ensure that it does not employ a person having such an interest in the performance of a final contract. If, after employment of a person, vendor discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of a final contract, vendor will promptly disclose the relationship to West Des Moines and take such action as West Des Moines may direct to remedy the conflict.

***Discrimination and Harassment Prohibited.*** Vendor will comply with all applicable local, state, and federal laws and regulations prohibiting discrimination and harassment.

***Jurisdiction, Venue, and Governing Law.*** Any action at law or in equity brought for the purpose of enforcing a right or rights provided for by this RFP or final contract will be tried in a court of competent jurisdiction in Polk County, State of Iowa, and vendor and West Des Moines will waive all provisions of law providing for a change of venue in these proceedings to any other county. The laws of the State of Iowa will govern this RFP and any final contract.

***Waivers.*** The waiver by either West Des Moines or vendor of any breach or violation of any term, covenant, or condition of this RFP or any final contract or of any provisions of any ordinance or law will not be deemed to be a waiver of such term, covenant, condition, ordinance or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder, will not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this agreement or any applicable law.

***Authority.*** The individuals executing this RFP and the instruments referenced in it on behalf of vendor each represent and warrant that they have the legal power, right and actual authority to bind vendor to the terms and conditions of this RFP.

## COMPLIANCE WITH LAWS

Vendor will keep fully informed of federal, state, and local laws and ordinances and regulations which in any manner affect those employed by vendor, or in any way affect the performance of the Work by vendor. Vendor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Work with all applicable laws, ordinances, and regulations.

## QUALIFICATIONS

It is expected that the proposing vendor has the requisite experience, ability, capital, facilities, organization, and staff to enable the proposing vendor to perform the work successfully and promptly, and to commence and complete the work within the proposed price and time frame.



## ACKNOWLEDGMENTS

By submitting a proposal, a proposing vendor acknowledges and agrees to each of the following:

**Reliance.** The City is relying on all warranties, representations, and statements made by the vendors in their proposals.

**Reservations of Rights.** The City reserves the right to reject any and all Proposals, reserves the right to reject the lowest priced Proposal, and reserves such other rights as are set forth in the instructions to proposing vendors.

**Acceptance.** If a vendor's proposal is accepted by the City, the vendor shall be bound by each and every term, condition and provision contained in the Request for Proposal, the vendor's proposal, and in the final contract to be negotiated between the selected vendor and the City.

**Remedies.** Each of the rights and remedies reserved to the City in this *Request for Proposal* shall be cumulative and additional to any other or further remedies provided in law or equity.

**Severability.** The provisions of this *Request for Proposal* shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this *Request for Proposal* shall be held invalid, illegal, or unenforceable by a court with jurisdiction in the State of Iowa, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this *Request for Proposal* shall be in any way affected thereby.

**Amendments.** No modification, addition, deletion, revision, alteration, or other change in this *Request for Proposal* shall be effective unless and until such change is reduced to writing and executed and delivered by the City to the prospective vendors.



## 8 RFP PROVISIONS & REQUIREMENTS

Please note that any exceptions to the following, as well as other sections of this *Request for Proposal*, should be addressed in a separate section of the vendor's proposal.

### 1. Proposal Must Be Signed by Proposer or Its Officer or Designated Agent

A proposal submitted in response to the City's Request for Proposals shall be signed by the proposer if an individual, or by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract.

### 2. Partnership and Joint Venture Proposals; Use of Corporate Name or Fictitious Corporate Name

(a) If a proposal is submitted by two or more persons acting as a partnership, the names of the persons appearing on the proposal must be followed by the notation -- "a partnership", or words of similar import.

(b) If a proposal is submitted by two or more persons or corporate entities as a joint venture, the names of the persons or entities appearing on the proposal must be followed by the notation -- "a joint venture". In that instance, the proposal must also be signed by all such persons and/or the authorized agents of all such entities, and the proposal bond or fidelity bond, if any is required, must cover the joint venture. Joint venture proposals shall identify which person or firm will act as lead person or firm.

(c) A proposal submitted by two or more persons or corporate entities without any indication that they are submitting it as a joint venture, without being signed by all such persons and/or the authorized representatives of all such entities, and without a proposal bond or fidelity bond covering all such persons or entities as a joint venture, will be subject to rejection.

(d) In submitting a proposal and in entering into a contract in response to an RFP, a corporate entity may use its fictitious corporate name in addition to its legal corporate name, if the fictitious name is appropriately registered with the Iowa Secretary of State. Proposers are advised to exercise care in the use of any fictitious name for their firms.

### 3. Proposer Questions, Objections or Requests for Information, Clarification or Interpretation to be Submitted to Procurement Administrator - Proposers Prohibited from Inappropriate Communication with City Officials or Employees - Inappropriate Communication May Result in Rejection or Return of Proposals - Inappropriate Communication May be Considered in Evaluation of Proposals

In order to ensure an open process and the provision of equal knowledge and opportunity to all potential proposers, the Procurement Administrator (as defined in this RFP document) or his/her designee, will serve as the sole point of contact for questions, objections, informational requests and requests for clarification or interpretation during the RFP process. The City's intention is to



avoid such questions, objections, or requests for information or clarification being posed by an individual proposer and then being answered only for that proposer. Instead, the City's goal is to allow such questions, objections and requests to be posed by all potential proposers, and to communicate those questions, objections and requests, and the City's responses, to all potential proposers.

Consequently, only written questions, objections or requests for clarification or interpretation, submitted by mail or e-mail, will be accepted from potential proposers, and written responses will be issued to all known potential proposers. Dates and times for acceptance of questions, objections and requests, and for delivery of written responses, will be detailed in the RFP. Oral questions, objections or requests will not be accepted.

After issuance of an RFP by the City, persons or entities who intend to respond to such RFP by submission of a competitive proposal, and who desire to pose questions, objections, or requests for information, clarification or interpretation regarding any term, provision, or requirement of the RFP, shall not attempt to communicate with, in writing, electronically, or orally, any City official or employee other than the City's Procurement Contact. After issuance of an RFP, persons or entities who intend to respond to such RFP by submission of a competitive proposal shall not communicate with, in writing, electronically, or orally, any other City official or employee in an attempt to gather information which would be helpful in responding to the RFP, or in an attempt to influence the City's consideration of its competing proposal. All inappropriate communications with City officials or employees will be reported to the Procurement Administrator and evaluation and selection committee. Such inappropriate communication by a proposer or potential proposer may, at the discretion of the Procurement Administrator, constitute grounds for disqualification of that proposer's proposal, resulting in the Procurement Administrator's refusal to accept such proposal or in the return of such proposal. Further, the evaluation and selection committee may in its discretion consider such inappropriate communication in evaluating and scoring such proposal. The Procurement Administrator will advise City officials and staff of the pendency of RFPs for evaluation or award, and during the pendency thereof City staff or officials will be prohibited from engaging in discussion of an RFP with a proposer or potential proposer unless so directed or approved by the Procurement Administrator.

The foregoing notwithstanding, any proposer or potential proposer who believes that the terms of an RFP are objectionable, or who believes that the Procurement Administrator or other City staff have not appropriately responded to its questions, objections, or requests for information, clarification or interpretation regarding any term, provision, or requirement of the RFP, or who believes that the Procurement Administrator, other City staff or the evaluation and selection committee have a bias against it or are treating it unfairly, may communicate its concerns in that regard to the City Manager or City Council. A proposer or potential proposer shall first communicate its concerns directly to the City Manager, orally or in writing. If the City Manager cannot resolve the issue to the satisfaction of the proposer or potential proposer, the City Manager shall, at the request of the proposer or potential proposer, forward such concerns to the City Council for its consideration.



#### **4. City's Response to Proposer Questions, Objections, and Requests for Clarification or Interpretation; Issuance of Addenda to RFP**

The City's Procurement Administrator will respond in writing to all questions, objections, or requests for information, clarification or interpretation presented to the City as provided in paragraph 3. The City's written response will be directed to all known potential proposers. Only the City's written responses shall be considered the City's official response binding upon the City. In addition to making a written response, the City may issue addenda amending the RFP by changing or deleting the provisions of, or adding provisions to, the RFP.

#### **5. Collusion Prohibited - Affidavit Required**

Any agreement or collusion among proposers or prospective proposers, in restraint of freedom of competition by agreement to propose a fixed price or otherwise shall render the proposals of such proposers void. Proposers will be required to execute and submit with their proposals a Non-Collusion Affidavit in the attached form. Any disclosure by one proposer to another proposer of the content of a proposal in advance of the submission of proposals shall render the proposals of both such proposers void, and may at the discretion of the Procurement Administrator render the RFP proceedings void.

#### **6. Gratuities Prohibited**

(a) The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to government employees with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this clause will be turned over to the appropriate law enforcement agency.

(b) The City provides reimbursement for transportation lodging, meals and miscellaneous expense for its employees incurred while on duty and engaged in the preparation or evaluation of RFPs.

#### **7. Proposals Not Confidential; Proposer Requests for Confidentiality under Iowa Open Records Law, Chapter 22 of Iowa Code; Disclosure of Proposal Content**

Under Chapter 22 of the Iowa Code, "Examination of Public Records", records of a governmental body are considered public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

3. Trade secrets which are recognized and protected as such by law.
6. Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.



Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals, may, but is not required, to keep portions of such proposals confidential under exceptions 3 and 6 noted above. If a responding individual or company determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, **a confidentiality request may be submitted with the proposal** identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Polk County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure, if not otherwise determined confidential as above provided.

### **8. Proposal to Include Only Market Available Equipment and Field Tested Software Unless Otherwise Provided**

- (a) All equipment, features, and attachments which are proposed must have been formally announced for market purposes before the date the proposal is submitted to the City.
- (b) All proposer supplied programs/software referred to in the proposal must be field operational before the date the proposal is submitted, unless the services to be provided in response to the RFP include program/software development.
- (c) Demonstrations must utilize the proposed equipment, programs or software precisely as proposed.
- (d) Unless otherwise specified in the specifications, all items on which a proposer submits a proposal shall be new, of the latest model or manufacture and shall be at least equal in quality to that specified in the bidding documents.



**9. Proposer Required to Identify Patented Equipment, Processes, Materials, or Hardware, and Copyrighted Text, Information, Data, or Software Included in Its Proposal; Proposer Required to Include with Its Proposal any Licenses Which City Will be Expected to Execute**

(a) Proposers shall be required to identify any patented equipment, processes, materials, or hardware, or any copyrighted text, information, data, or software, which it proposes to supply as part of the goods it is required to provide under the RFP or which it proposes to supply as part of the services it is required to perform under the RFP. Every proposer shall likewise identify the licensing agent for such patented or copyrighted items, and shall provide with its proposal a copy of any licensing or use agreement which the City will be expected to execute for the use of such patented equipment, processes, materials, or hardware, or copyrighted text, information, data, or software included in a proposer's proposal, as well as the anticipated cost to the City, if any, for such use under license or agreement. The proposer to whom the contract is awarded shall be required to warrant that the intellectual property rights of third parties (copyright, trademark, or patent) will not be violated by the proposer's or City's use of any equipment, process or service provided in response to the RFP.

(b) All software provided to the City pursuant to a proposer's proposal shall be fully documented. This documentation shall consist of pertinent technical documentation and operator documentation including the following, as applicable:

Proprietary source code escrow option Database definitions and file structures;

Variable descriptions, variable cross-references and subroutine calling sequences;

Interface specifications;

Requirements traceability matrix;

Communication protocols including field device protocol;

Security documentation;

System backup and recovery procedures;

System operational procedures and error handling;

Hard copy user manual segregated into chapters (or volumes) which group topics according to whether the software is used from operator stations, from remote computers, and from either of the above;

On-line user manual or help facility;

Warrantees on software; and

Licenses and liens.



The proposer may use different methods for documentation if it provides sufficient information as determined by the City. All documentation shall be submitted to the City for final approval.

#### **10. Evaluation and Selection Committee; Procedure for Evaluation and Recommendation as to Selection of Best Proposal**

(a) Competing proposals submitted in response to the RFP shall be evaluated by an evaluation and selection committee appointed by the director of the department(s) sponsoring the RFP. The evaluation and selection committee shall, at the department director's discretion, be composed of City staff members, consultant representatives if a consultant was utilized in formulating the RFP, and other persons deemed knowledgeable of the goods and/or services being procured. The evaluation and selection committee ("committee") will utilize the evaluation criteria and scoring methodology set forth in this RFP in making its determination as to the best proposal.

(b) Upon completing its evaluation and the scoring of competing proposals, the committee shall make a written report of its determination and recommendation as to the selection of the best proposal. The report will be filed with the department director and Procurement Administrator, and the report and Notice of Intent to Award will be provided to all competing proposers by ordinary mail or e-mail at the address or e-mail address shown in their proposals at least 5 days prior to the appeal deadline set forth in the Notice of Intent to Award.

#### **11. Appeal of Evaluation and Selection Committee Recommendation - Proposer Objections to be submitted in Writing - Resolution of Proposer Objections**

(a) Opportunity for Proposers to Appeal Evaluation Committee Recommendation as to Selection of Best Proposal - Required Submission in Support of Objection. A proposer who is aggrieved by the evaluation and selection committee's determination and recommendation as to the selection of the best proposal, as set forth in the committee's report, may appeal such determination and recommendation by filing a written objection thereto with the Procurement Administrator within the appeal deadline set forth in the Notice of Intent to Award. Such objections may be filed in person or by mail or e-mail. In its written objection, the appealing proposer shall set forth all of its objections to the committee's recommendation and all arguments in support thereof, and shall attach thereto all documentation supporting its objections which it intends to rely on in making its appeal. The appealing proposer may request a hearing on its appeal, but the determination whether to hold a hearing or to determine the appeal on the basis of the record made in the written objection shall be discretionary with the City Manager.

(b) City Manager or Hearing Officer to Review Proposer's Objections; Hearing Optional. Upon the timely filing of a written objection by an aggrieved proposer as above provided, the City Manager shall review such objection and determine if a hearing will be held to assist in determining the appeal. The City Manager shall likewise determine if the appeal will be determined by the City Manager or if it will be determined by an appeal officer selected by the City Manager. If the City Manager decides that the appeal will be decided pursuant to an appeal hearing, the City Manager or appeal officer shall set the time, date, and place of a hearing on





such objection, and shall cause written notification of the hearing to be provided to the appealing proposer and all proposers. The City Manager may set for hearing at the same time, date, and place the objections of two or more proposers. Upon the request of an objecting proposer, the hearing may for good cause shown be rescheduled, provided that the hearing is held not more than 10 days after the filing of the written objection. In the appeal, the burden of persuasion shall be upon the appealing proposer. If a hearing is held, the appealing proposer shall be required to present its evidence first, and shall be entitled to examine the chair of the evaluation and selection committee, or such other member as may then be available. The hearing shall be electronically recorded, and upon the prior approval of the City Manager or appeal officer, the appealing proposer may at its expense cause the proceedings to be reported and transcribed. For purposes of this appeal provision, a designee of the City Manager may act in the absence or unavailability of the City Manager.

(c) Report of City Manager or Hearing Officer to City Council and to Appealing Proposer. Upon completing the review of the appealing proposer's written objection, or upon the conclusion of the hearing, the City Manager or the designated hearing officer shall make a written report setting forth the determination of the appeal. All objections made by the appealing proposer shall either be affirmed or overruled. The report shall immediately be forwarded to the appealing proposer.

If an appealing proposer's objection is affirmed, the City Manager or hearing officer shall reject the recommendation of the evaluation and selection committee, and shall direct the committee to reconvene to reevaluate the proposals submitted in response to the RFP. In conducting its reevaluation, the committee shall consider all objections affirmed by the City Manager or hearing officer. Upon completing its reevaluation, the committee shall make a written report of its determination and recommendation as the selection of the best proposal, and shall file the report with the City Manager and mail same to competing proposers. Such determination and recommendation shall be subject to appeal as herein provided.

If an appealing proposer's objection is overruled, the City Manager's or hearing officer's report shall be forwarded to the City Council, and the appealing proposer and all competing proposers shall be given written notification of the date of the Council meeting at which said report and the recommendation of the evaluation and selection committee will be considered by the City Council.

(d) City Council's Consideration of City Manager's / Hearing Officer's Report and of the Appealing Proposer's Objections. When the City Manager's or hearing officer's report comes before the City Council for consideration, the City Council may affirm or overrule the findings and determination of the City Manager or appeal officer as set forth in said report. The City Council may, in its discretion, hear presentations by the appealing proposer and by competing proposers with respect to the appealing proposer's objections, and with respect to the findings and determination of the City Manager or hearing officer. If the City Council agrees to hear such presentations, it may limit the length of such presentations, and all proposers will be given an equal opportunity to speak. The City Council's decision shall be considered final.



If the City Council votes to overrule the report of the City Manager or hearing officer, the recommendation of the evaluation and selection committee shall be considered rejected, and the City Council may direct the committee to reconvene to reevaluate the proposals submitted in response to the RFP, or the City Council may award the contract as it determines appropriate.

If the City Council votes to affirm the report of the City Manager or hearing officer, it shall then take up and consider the recommendation of the evaluation and selection committee.

(e) The City Council's decision shall be considered final.

## **12. City Council Consideration of Evaluation and Selection Committee Recommendation as to Best Proposal - Opportunity for Input by the Public**

When the evaluation and selection committee's recommendation comes before the City Council for consideration, the City Council may request that the proposer whose proposal is recommended for selection appear before the Council to give a presentation or to answer questions regarding its proposal. Competing proposers will not be allowed to speak at that time unless a prior request has been made by such a proposer and permission to speak granted by the Mayor, or unless a City Council member requests that the competing proposer be allowed to speak and the Council consents to such request. Members of the public may likewise be allowed to speak regarding the selected proposal.

## **13. Conflict of Interest**

No employee, officer or agent of the Proposer or Partner / Subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. Iowa Code provisions related to Conflicts shall apply to this Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Proposer shall be liable for any excess costs to the City as a result of the conflict of interest. The Proposer shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Proposer shall report any potential, real, or apparent conflict of interest to the City.

## **14. Rejection of Proposals**

The City reserves the right to reject any or all proposals in whole or in part received in response to the RFP. The City will not pay for any information requested in the RFP, nor is it liable for any cost incurred by a proposer in responding to the RFP.

## **15. Formation of Contract - Contract to be Negotiated and Executed upon Selection by Evaluation and Selection Committee or Council Selection of Best Proposal / Designation of Successful Proposer**



- (a) Finalization of Contract Terms Subject to Negotiation. At the option of the department, upon issuance of the Notice of Intent to Award or upon City Council approval of the recommendation of the evaluation and selection committee and authorization to execute the contract, the selected/successful proposer shall be required to immediately commence negotiations to conclude a contract with the City for the provision of the goods and services proposed in response to the RFP. Only those terms identified as negotiable in the RFP shall be subject to negotiation.
- (b) Submission of Evidence of Insurance by Successful Proposer. Upon City Council approval of the recommendation of the evaluation and selection committee, and authorization to execute the contract, if deemed appropriate, the successful proposer shall submit a certificate or certificates of insurance evidencing insurance coverage of the type and amount, and with the endorsements.
- (c) Execution of Contract by Successful Proposer. Upon the successful conclusion of contract negotiations by the City and successful proposer, and/or upon the City's completion of a form of contract incorporating the terms of proposal submitted by the successful proposer in its RFP, the successful proposer shall be required to execute the contract and return it to the City within the time specified by the City. The contract must be executed by the successful proposer if an individual, or by the authorized representative or representatives of any partnership or corporation making or joining in the proposal, and all signatures must be notarized.
- (d) Execution of Contract by the City. Upon City's approval of the evidence of insurance submitted by the successful proposer, and upon the Legal Department's approval of the form of contract executed by the proposer, the Mayor or City Manager will execute the contract as directed by the City Council, and the City Clerk will attest the signature of the Mayor or City Manager.
- (e) Successful Proposer's Failure to Execute Contract or to Submit Required Insurance. The successful proposer's refusal to negotiate contract terms as provided in the RFP, or its refusal to limit negotiations to the terms identified in the RFP, shall be considered a default by the proposer and shall be grounds for rejection of proposer's proposal. The successful proposer's failure to submit an insurance certificate or certificates evidencing required insurance coverage, shall be considered a default by the proposer and shall be grounds for rejection of proposer's proposal.

## **16. Proposal Obligations.**

The contents of this RFP, of a proposal submitted in response thereto, and of the City's official response to a question, objection, or request for clarification or interpretation regarding the RFP, and of any exception to the RFP submitted by the successful proposer and accepted by the City, shall become part of the contractual obligation and shall be deemed incorporated by reference into the ensuing contract.



**17. Disposition of Proposals.**

All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful proposers.

**18. Assignment of Contract Prohibited Unless Approved in Writing by the City.**

No contract awarded pursuant to RFP shall be assignable by the successful proposer without the written consent of the City Manager.

**19. Statutes and Rules**

The terms and conditions of this bid or request for proposal, the resulting contract or purchase order or activities based upon this bid or request for proposal shall be construed in accordance with the laws of Iowa. Where statutes and regulations of the United States Government are referenced herein, they shall apply to this request for proposal and resulting purchase order or contract.



## 9 GENERAL TERMS & CONDITIONS

Please note that any exceptions to the following as well as other sections of this *Request for Proposal*, should be addressed in a separate section of the vendor's proposal.

### 1. Exclusive Contract

Any contract which results from this Request for Proposals constitutes the exclusive contract between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements or contracts, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

### 2. Acts of God

Proposer shall not be considered to be in default under this contract if performance is delayed or made impossible by an act of God, floods, fires, strikes, and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of proposer. It shall be the responsibility of the proposer to promptly advise the Purchasing Division of the delay. The City may elect to cancel all orders on file with the proposer and place the order with another proposer.

### 3. Subcontractors

Successful proposers shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful proposer may engage for the completion of any contract with the City. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the proposer from default remedies. The successful proposer shall be responsible for payment to all subcontractors or secondary suppliers.

### 4. Termination Due to Non-Appropriation

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the City to appropriate funds, or due to discontinuance or material alteration of the program for which funds were provided, then the City shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

### 5. Immunity of City, State and Federal Agencies

Proposer shall defend, indemnify, and hold harmless the City, its officers, employees and agents, and any State or Federal funding source for City from liability arising from proposer's performance or attempted performance of this contract and proposer's activities with subcontractors and all other third parties.



## **6. Assignment**

Proposers may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the City Manager or his/her designee.

## **7. Anti-Trust Assignment**

For good cause and as consideration for submitting a proposal, the proposer, through its duly authorized agent, conveys, sells assigns, and transfers to the City all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by City pursuant to the RFP.

## **8. Non-Discrimination**

Proposer acknowledges and agrees:

Not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or ancestry.

To include this provision in all agreements associated with this procurement.

## **9. Compliance with all Applicable Laws**

This contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the contract shall only be commenced in the Polk County, Iowa, District Court or the United State District Court for the Southern District of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

All goods and/or services shall be provided in compliance with all applicable federal, state, and local laws and regulations. The proposer expressly warrants and guarantees that the goods and/or services provided do not violate the rights of third parties, including without limitation, copyright, trademark, patent or other intellectual property rights or interests.

## **10. Taxes**

The City of West Des Moines is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.