

Request for Proposals for Software and Implementation Services for a Community Development (CD) Software Systems Environment



Solicitation Due Date: Monday, April 3, 2023

Time: 4:30 p.m. (Central Time)

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

VENDORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Solicitation packages can be obtained by downloading from the County's Public Purchasing web portal,

<https://www.publicpurchase.com/gems/login/login?dst=%2Fscottcounty%2Cia%2Fbid%2FbidView%3FbidId%3D162250> for further information on obtaining copies of the RFP. Should you experience problems downloading the solicitation, contact Renee Luze-Johnson at renee.luze-johnson@scottcountyiowa.gov.

All questions concerning the RFP **must** be submitted via the County's Public Purchase web portal only,

<https://www.publicpurchase.com/gems/login/login?dst=%2Fscottcounty%2Cia%2Fbid%2FbidView%3FbidId%3D162250>, as identified within this solicitation in [Section 1.8](#). Communications with County staff other than for assistance with downloading the solicitation may disqualify you from the evaluation process.

Forms, Worksheets, and Other Attachments

Attachment A – Proposal Response Forms

(See MS Word document "Scott County CD RFP – Attachment A.docx")

Attachment B – Functional and Technical Requirements/Capabilities

(See MS Excel spreadsheet "Scott County CD RFP – Attachment B.xlsx")

Attachment C1 – Cost Worksheets

(See MS Excel spreadsheet "Scott County CD RFP – Attachment C1.xlsx")

Attachment C2 – Cost Narrative

(See MS Word document "Scott County CD RFP – Attachment C2.docx")



Forms, Worksheets, and Other Attachments.....		i
1	RFP Introduction and Background	4
1.1	Introduction.....	4
1.2	About The County	4
1.3	Project Objectives.....	6
1.4	Definitions.....	6
1.5	RFP Schedule of Events.....	7
1.6	Prequalification of Vendors	8
1.7	Minimum Qualifications.....	8
1.8	Questions and Inquiries	8
1.9	Non-Mandatory Pre-Proposal Vendor Teleconference.....	8
1.10	Amendments and Addenda.....	9
1.11	Non-Warranty of RFP Information.....	9
2	Project Scope.....	10
2.1	Functional Areas.....	10
2.2	Alternate Proposals and Partnerships.....	11
2.3	County and Project Staffing	12
2.4	Deployment Model.....	12
2.5	Number of Users.....	13
2.6	Potential Phasing and Target Live Dates	14
2.7	Current Applications Environment.....	14
2.8	Project Management Documentation	15
2.9	Budget	15
2.10	Personnel	16
2.11	Software Upgrades	16
2.12	Performance Review.....	16
3	Proposal Evaluation and Award	17
3.1	Evaluation Process	17
3.2	Clarification and Discussion of Proposals	18
3.3	Evaluation Criteria.....	18
3.4	No Obligation, Right of Rejection, and Multiple Award	20
3.5	Offer Held Firm	21
3.6	Contract Negotiation	21



3.7	Failure to Negotiate.....	21
3.8	Contract Type	21
3.9	Contract Changes	22
3.10	Contract Approval	22
4	Submittal Response Format	23
4.1	General Instructions.....	23
4.2	Technical Proposal Organization Guidelines.....	24
4.3	Content for Tabs 1 – 14	24
4.4	Price Proposal	25
5	Terms and Conditions	26
5.1	Indemnification.....	26
5.2	Records and Audits.....	26
5.3	Incurred Expenses	26
5.4	Authorized Signatures.....	26
5.5	Rights to Submitted Material	26
5.6	Confidential Information	27
5.7	Waiver of Claims.....	27
5.8	Statutory Information.....	27
5.9	Non-Discrimination Clause.....	27
5.10	Force Majeure.....	27
5.11	Policy Compliance	28
5.12	Compliance with Federal, State, City, and Local Laws	28
5.13	Patents and Copyrights.....	28
5.14	Invalid, Illegal, or Unenforceable Provisions.....	28
5.15	County Property	28
5.16	Rights of Use	28
5.17	Ownership of Data and Transition.....	29
5.18	Data Privacy and Security.....	29



1 RFP Introduction and Background

1.1 Introduction

Scott County (County) is soliciting Proposals from Proposers capable of satisfying the needs for software and consulting services to implement a new software systems environment to address the County's needs related to Permitting, Planning, Licensing, etc. (Community Development).

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

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

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

1.2 About The County

Scott County is part of the Quad Cities Metropolitan Statistical Area (MSA), located in eastern Iowa and western Illinois on the Mississippi River, 165 miles west of Chicago. The Quad Cities MSA consists of Scott County in Iowa and Rock Island, Henry, and Mercer Counties in Illinois. Combined with the more than 172,000 Scott County residents, it measures over 380,000 people in population.

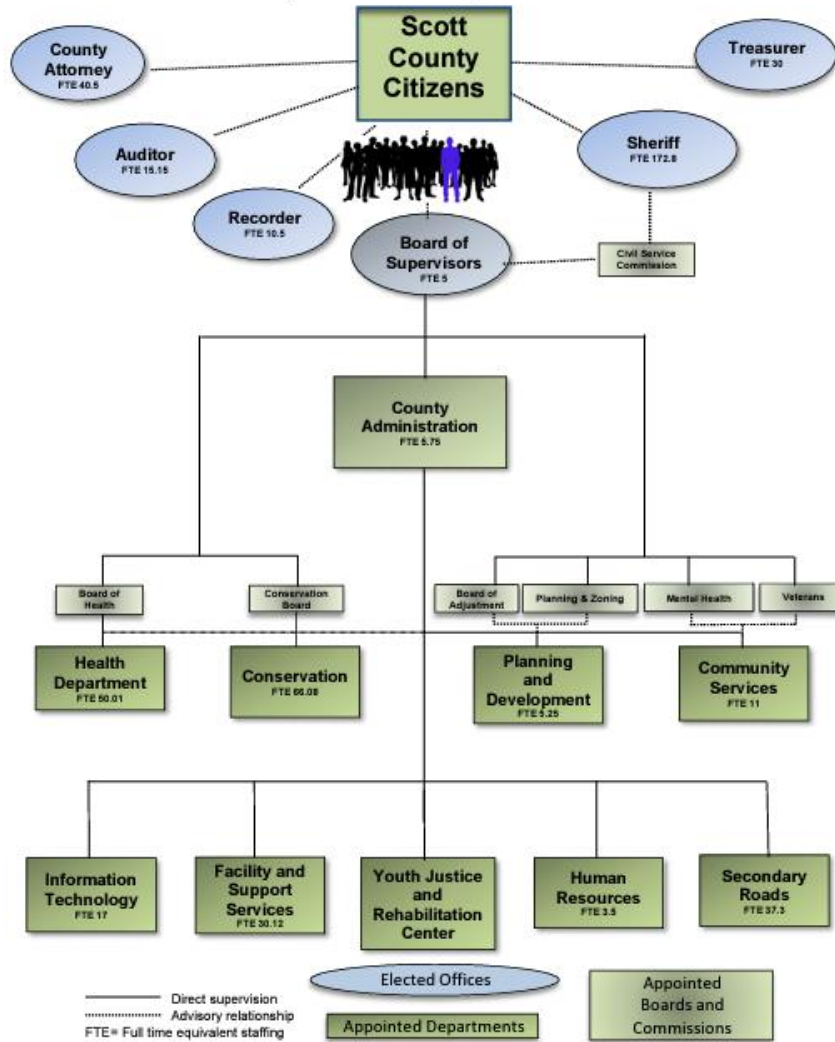
The county seat, and the largest city in Scott County, is Davenport. Centrally located on the banks of the Mississippi River, Davenport is Iowa's third largest city, and one of its oldest. Incorporated in 1838, eight years before Iowa became a state, it is a "special charter" city with special governing prerogatives.

In 1979 an administrative form of government was adopted, and the Board of Supervisors hired a county administrator. Subsequently, staff and departments have grown in efficiency and capacity to serve citizens. In 1978 the County Home Rule Bill was enacted, granting all powers to counties consistent with state laws and not specifically prohibited by the Iowa General Assembly. County Home Rule broadened the powers of the Board of Supervisors to lead the 160,000 people of Scott County to greater prosperity and growth.

Scott County is not responsible for development review services for the cities of Davenport, Bettendorf, and Eldridge. The City of LeClaire issues City permits and the County manages building inspections after permit issuance. The County issues building permits and manages the inspections process for many of the other municipalities in the County; however, cities and townships may have their own zoning review, site requirements, or related permits that require coordination and information sharing with the County's Planning & Development Department.



Scott County Government Organizational Chart



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

Table 01: Statistics

No.	Area	Statistic
1	Operating Budget	Approx. \$109,000,000
2	Population Served	Approx. 174,669
3	Total FTEs	531



No.	Area	Statistic
4	Fiscal Year	July 1 – June 30

1.3 Project Objectives

The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes and implementing technology to enhance existing business processes performed by County departments. The County is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes.

- Key Objectives and Outcomes:
 - Enhance operational effectiveness by making more timely, accurate, and complete information available to citizens, contractors and other County personnel
 - Utilize information technology to improve decision-making and service to the community
 - Improve internal and external communications using information technology
 - Enhance features and functionality to support increased automation and operational efficiencies by streamlining use of systems
- Primary Challenges in the Current Environment
 - Permit applications, licenses, inspections, planning, and code enforcement, etc. are all currently processed on paper and sent through a manual approval process.
 - Paper copies have the potential to delay processing.
 - There is currently no centralized system for processing permits/applications, or adding notes, or attaching documents.
 - The County does not currently have a system to assign inspections or provide workflow for other departments to sign off or comment on permits or applications that are in progress.
 - There is currently no public portal to share information with customers, and many customers require a great deal of back-and-forth communication with the County.
 - The County’s jurisdiction for building permits, inspections, and licenses covers several cities and townships, many of which have a role in the development review process and require coordination with the County.

1.4 Definitions

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

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



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

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

COMMUNITY DEVELOPMENT (CD) – Means the software system that is described in this RFP and in the Attachments hereto that is sought to address the needed areas of permitting, planning, electronic plan review, inspections, code compliance, and licensing & registration functionality among others.

COUNTY – Scott County, Iowa.

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

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

DAYS – Means calendar days unless otherwise specified.

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

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

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

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

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

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

VENDOR – See “PROPOSER.”

1.5 RFP Schedule of Events

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

Table 02: RFP Schedule of Events



Event	Estimated Date
RFP Published	February 7 th , 2023
Pre-Proposal Vendor Teleconference	Tuesday, February 14, 2023, at 11:00 am CT
Deadline for Questions From Vendors	Thursday, March 16, 2023 at 4:30 pm CT
Deadline for Proposal Submissions	Monday, April 3, 2023 at 4:30 pm CT
Shortlist Vendors notified	Week of May 15, 2023
Vendor Demonstrations	Week of June 19, 2023

1.6 Prequalification of Vendors

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

1.7 Minimum Qualifications

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

1.8 Questions and Inquiries

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

- All questions concerning the RFP **must** be submitted via the County's Public Purchasing web portal
<https://www.publicpurchase.com/gems/login/login?dst=%2Fscottcounty%2Cia%2Fbid%2FbidView%3FbidId%3D162250>.
- Questions and answers will be issued in accordance with Section 1.10 – Amendments and Addenda.
- Only questions and answers publicly published through Addenda shall be binding.

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

1.9 Non-Mandatory Pre-Proposal Vendor Teleconference

A non-mandatory Pre-Proposal Vendor Teleconference will be held on Tuesday, February 14, 2023 at 11am Central Time.



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

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

1.10 Amendments and Addenda

All clarifications, corrections, or revisions to this RFP will be documented in an addendum, which will be publicly published to the County Public Purchasing web portal. Only questions and answers in an addendum shall be considered as part of the RFP. The County reserves the right to revise the RFP prior to the deadline for Proposal submissions. Revisions shall be documented in an addendum and publicly published.

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

1.11 Non-Warranty of RFP Information

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



2 Project Scope

2.1 Functional Areas

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

Table 03: Functional Areas

Functional Areas			
No.	Functional Area	No.	Functional Area
1	Planning	5	Code Enforcement
2	Permitting	6	Licensing and Registration
3	Electronic Plan Review	7	Public Portal
4	Inspections	8	Fees and Payments

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

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

Table 04: Functional Area Statistics

No.	Functional Area/Metric	Statistic
1	Planning and Development	
	Number of Permits per year	1,500
	Number of Permit types	14
	Number of Inspections per year	4,000
	Number of Planning cases per year	30
	Number of Electronic Plan Review per year	N/A Currently (New Desired Workflow)
	Number of Code Enforcement violations per year	30
	Type of Licenses Issued	1
	Number of Licenses Issued Annually (renewals and new)	30
2	Health Inspection	
	Number of Permits per year	250



No.	Functional Area/Metric	Statistic
	Number of Permit types	3
	Number of Inspections per year	2,000
3	Engineering	
	Number of Permits per year	715
	Number of Permit types	4
	Number of Electronic Plan Review per year	N/A Currently (New Desired Workflow)
Useful Links		
<ul style="list-style-type: none"> County Planning and Development: https://www.scottcountyiowa.gov/planning Building Permit Applications: Building Permit Applications Scott County, Iowa (scottcountyiowa.gov) Monthly Permit Reports: https://www.scottcountyiowa.gov/planning/permit-reports Planning and Zoning Comprehensive Plan: https://www.scottcountyiowa.gov/planning/comprehensive-plan Food Licensing: https://www.scottcountyiowa.gov/health/food/licensing 		

2.2 Alternate Proposals and Partnerships

Alternate Proposals:

- Proposers may submit alternate Proposals for evaluation.
- Proposers may submit multiple Proposals for evaluation. For example, if a Proposer offers one or more “branded” products that may meet the needs of the County they are encouraged to separately propose each software package for consideration.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section 4 is required in order for the County to accurately evaluate each Proposal independent of the other.

Partnerships:

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

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



example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

2.3 County and Project Staffing

The County intends to have functional and technical resources available during Project implementation, though it is noted that the County does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the County.

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

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

2.4 Deployment Model

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

The County recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer's approach to managing upgrades, and technical staffing needs. The County has a slight preference toward a Software as a Service (SaaS) deployment model, but also recognizes that the scope of this opportunity may result in the award to two or more vendors to address all functionality and the County wishes to evaluate the greatest range of available solutions in the market including those that may be locally hosted by the County. The County is open to considering all deployment models in light of the breadth of functionality and available solutions in the marketplace to address those functional areas. The County will consider, in no particular order, the following deployment models:

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

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



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

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

The County does not have a preference as to a specific hosting location but does have a requirement toward the hosting being within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 8 to proposal responses (please see Attachment A for further instruction).

2.5 Number of Users

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

- **Departmental (Core/Power) Users:** This category of users includes those County staff that will interact with the system modules on a regular basis, and conduct core business processes within the system as power users. Such examples include, but are not limited to permit technicians, plan reviewers, etc.
- **Mobile/Field Users:** This category of users includes those County staff that will interact with the system modules while in the field or away from their desks. Such examples include, but are not limited to inspectors, permit technicians, etc.
- **Read-Only Users:** This category of users includes those County staff that will interact with the system module largely in a view/read-only capacity and would not be entering transactions.

Table 05: Number of Users

Functional Area	Anticipated Core (SME) Users by Functional Area	Mobile/Field Users by Functional Area	Anticipated Read-Only Users by Functional Area
Planning and Development: Planning Permitting Electronic Plan Review Inspections Code Enforcement Licensing and Registration	5	5	10
Health Inspections: Planning Permitting Electronic Plan Review Inspections	10	10	10



Functional Area	Anticipated Core (SME) Users by Functional Area	Mobile/Field Users by Functional Area	Anticipated Read-Only Users by Functional Area
Code Enforcement Licensing and Registration			
Engineering: Planning Permitting Electronic Plan Review Inspections Code Enforcement Licensing and Registration	5	5	5
Public Portal	20	20	20
Fees and Payments	20	20	20
	<p>It is anticipated that some users will use multiple modules, causing overlap in each functional area. The counts are broken down by functional area to allow Proposers to formulate responses based on each.</p> <p>The County anticipates that in total, there will be:</p> <ul style="list-style-type: none"> • A total of 60 Core/SME users for all modules • A total of 60 Mobile/Field users for all modules • A total of 60 Read-only users 		

2.6 Potential Phasing and Target Live Dates

The County requests that offerors provide potential phase start and target go-live dates in proposal responses per **Attachment A – Proposal Response Forms**, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. The County anticipates that implementation activities would begin in October 2023. The County would like to target January 2025 as a potential go-live date.

2.7 Current Applications Environment

The County is currently using a 15-year-old custom-built software system. The system was built, hosted and maintained by the County.

Table 06: Current System Functions

Current System Functions	
1	Building Permits
2	Inspections

Other Major Applications

The County also uses the following systems to support other business areas. **Identification of any potential future system interfaces is provided in Attachment B to this RFP.**

Table 07: Additional Software Applications



Additional Software Applications		
No.	Application	Use/Summary
1	OnBase	Digitizing records
2	Tyler Technologies-New World ERP	Enterprise Resource Planning Solution (ERP)
3	ArcGIS	Reporting
4	FNBO with NMI as the processor	Credit card payment acceptance

2.8 Project Management Documentation

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

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - Objectives
 - Deliverables and Milestones
 - Project Schedule
 - Resource Management Processes
 - Scope Management Processes
 - Schedule Management Processes
 - Risk Management Processes
 - Quality Management Approach
 - Communication Management Approach
 - Organizational Change Management Approach
 - Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

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

2.9 Budget



The County is committed to fully funding the one-time and recurring annual costs for the acquisition of the software (whether a licensed model or a subscription model is selected as a result of this process). The County does have an established budget in place for this project, but may use the proposals received through this process to inform the budget development process. Recognizing the cost and payment differences between deployment models, a final budget will be developed based on the results of this RFP and final contract negotiations.

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

2.10 Personnel

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

2.11 Software Upgrades

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

2.12 Performance Review

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



3 Proposal Evaluation and Award

3.1 Evaluation Process

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

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



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

3.2 Clarification and Discussion of Proposals

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

3.3 Evaluation Criteria

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

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

Table 08: Short-List Identification Criteria

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



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

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

Table 09: Finalist Identification Criteria

Criteria	Description	Points
Functionality Demonstrated	This criterion considers new information learned through vendor demonstrations including but not limited to the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes.	20
Technical Capabilities	This criterion considers new information learned through the Technical Discussion as part of vendor demonstrations as well as other sessions.	15
Approach Discussion	This criterion considers new information learned through the Implementation Approach Discussion as part of vendor demonstrations as well as other sessions.	10
Experience Discussion	This criterion considers new information learned through the Company Overview Discussion as part of vendor demonstrations as well as other sessions.	10



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

Table 10: Preferred Vendor Identification Criteria

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

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

Table 11: Cost Point Criteria

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

3.4 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the County. This RFP does not constitute an offer or a contract with any Proposer or other party. The County reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of the County or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors will be rejected. The County



may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. The County further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the County reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP. The County also reserves the right to refrain from making an award if it determines it to be in its best interest. The County reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The County reserves the right to create a Project of lesser or greater expense than described in this RFP or the Proposer's reply, based on the component prices or scope submitted. The County reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the County.

3.5 Offer Held Firm

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

3.6 Contract Negotiation

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

3.7 Failure to Negotiate

If the selected Proposer:

1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Proposer and the County, after a good-faith effort, cannot come to terms; then

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

3.8 Contract Type

The contract resulting from this RFP shall be in form and content satisfactory to the County and shall include, without limitation, the terms and conditions provided for in this RFP and any sample agreement provided by the County, and such other terms and conditions as the County deems



necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in Attachment C2 for the various cost types.

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the municipal government information software industry. The initial contract price will be based on prices submitted by the Selected Proposer, subject to contract negotiations with the County, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. A party proposing a price change in an extension period must notify the other party at least one-hundred eighty (180) days prior to the commencement of any extension period.

3.9 Contract Changes

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

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

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

3.10 Contract Approval

The County's obligation will commence only following the County's Board of Supervisors approval of a Contract and the parties' execution of the Contract. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.



4 Submittal Response Format

4.1 General Instructions

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

1. **Deadline:** The deadline for Proposal submissions is established in [Section 1.5](#). It will be the sole responsibility of the Proposer to submit its Proposal to the County before the closing deadline.
2. **Hard Copy Proposals:** No hard copies will be accepted for proposal submission.
3. **Email Proposals:** No emails will be accepted for proposal submission.
4. **Electronic Proposals and File Formats and Naming:** Electronic submission of proposals via the County’s Public Purchasing web portal will be accepted.
<https://www.publicpurchase.com/gems/login/login?dst=%2Fscottcounty%2Cia%2Fbid%2FbidView%3FbidId%3D162250> Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic version of the Price Proposal. The following table provides the required file formats and naming conventions for the electronic media files.

Table 12: Proposal Naming and File Formats

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

5. **Amendment of Proposals:** Proposers may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued and a Proposer has previously submitted a Proposal in response to this RFP, the Proposer shall notify the County via email of the need to submit an amendment, and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of the County.
6. Except for trade secrets and confidential information that the Proposer identifies as proprietary, all Proposals will be open for public inspection after the contract award.



4.2 Technical Proposal Organization Guidelines

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

Table 14: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	Company Introduction
Tab 2	Software Solution
Tab 3	Project Approach and Implementation Methodology
Tab 4	Key Proposed Personnel and Team Organization
Tab 5	Project Schedule
Tab 6	System and Application Architecture
Tab 7	Data Conversion Plan
Tab 8	Security and Software Hosting
Tab 9	Testing and Quality Assurance Plan
Tab 10	Training Plan
Tab 11	References
Tab 12	Sample Contracts, Warranty, and Escrow
Tab 13	Exceptions to Project Scope and Contract Terms
Tab 14	Functional and Technical Requirements Response

4.3 Content for Tabs 1 – 14

1. Tabs 1 – 13

- i. **Attachment A – Proposal Response Forms** is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project. Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment A – Proposal Response Forms**, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section. Proposers are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 13).

2. Attachment B: Tab 14



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

3. Proposal Supplements

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

4.4 Price Proposal

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

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



5 Terms and Conditions

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

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

5.1 Indemnification

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

5.2 Records and Audits

The selected consultants must maintain auditable records, documents and papers for inspection by authorized County representatives. Before the County approves a contract, the selected consultants may be required to undergo an audit evaluation to verify proper accounting and financial procedures.

5.3 Incurred Expenses

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

5.4 Authorized Signatures

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

5.5 Rights to Submitted Material

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



5.6 Confidential Information

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

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

5.7 Waiver of Claims

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

5.8 Statutory Information

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

5.9 Non-Discrimination Clause

During the performance of the contract, the Contractor and all subcontractors will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor and all subcontractors will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.10 Force Majeure

Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or



negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions (“force majeure”). If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

5.11 Policy Compliance

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

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

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

5.13 Patents and Copyrights

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

5.14 Invalid, Illegal, or Unenforceable Provisions

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

5.15 County Property

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

5.16 Rights of Use

The Contractor agrees that the County will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses, and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.



5.17 Ownership of Data and Transition

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

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

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

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

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

5.18 Data Privacy and Security

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