

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



Solicitation Due Date: Thursday, June 8, 2023

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

All Proposals must be received by the Omaha – Council Bluffs Metropolitan Area Planning Agency, (MAPA) 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 MAPA’s website <https://mapacog.org/projects/rfpsrfgs/>, for further information on obtaining copies of the RFP. Should you experience problems downloading the solicitation, contact Matthew Eash at meash@mapacog.org.

All questions concerning the RFP **must** be submitted via email only to BerryDunn (Kate Offerdahl-Joyce – kate.offerdahl-joyce@berrydunn.com) as identified within this solicitation in [Section 1.8](#). Communications with other MAPA 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 “MAPA ERP RFP – Attachment A.docx”)

Attachment B – Functional and Technical Requirements/Capabilities

(See MS Excel spreadsheet “MAPA ERP RFP – Attachment B.xlsx”)

Attachment C1 – Cost Worksheets

(See MS Excel spreadsheet “MAPA ERP RFP – Attachment C1.xlsx”)

Attachment C2 – Cost Narrative

(See MS Word document “MAPA ERP RFP – Attachment C2.docx”)

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1 RFP Introduction and Background

1.1 Introduction

The Omaha – Council Bluffs Metropolitan Area Planning Agency, (MAPA) 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 MAPA’s needs related to Enterprise Resource Planning (ERP).

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

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Proposers
- Specifies the desired format and content of Proposals in response to this RFP
- Outlines the MAPA’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 MAPA

MAPA exists to provide local governments with planning and technical support, thinking regionally and long range on the core issues that impact the vibrancy of the Greater Omaha-Council Bluffs area.

These are issues of mutual benefit such as transportation, infrastructure, housing and natural resources. MAPA work with communities to identify opportunities, secure funding and other resources for critical projects, and build consensus.

MAPA’s purpose is to promote and preserve the quality of life for a more happy, healthy and vibrant region. As a forum for inter-governmental cooperation, MAPA is positioned uniquely to fill in the gaps as connectors, facilitators, advisors, implementers, with a big picture vision and an everyday attention to detail.

Data and process-driven, we strive to be a trusted, objective resource to local government and public and private stakeholders.

MAPA was created by local governments in 1967 to serve as the regional planning agency. MAPA serves a six-county region, including Cass, Douglas, Sarpy and Washington Counties in Nebraska, and Mills and Pottawattamie Counties in Iowa. MAPA is led by a 79-member Council of Officials, all of whom are appointed by local governments, which meets quarterly and sets policy for the agency. A nine-member Board of Directors is comprised of elected officials and meets monthly to carry out those policies and oversee agency activities.

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

Table 01: Statistics

No.	Area	Statistic
1	Operating Budget	Approximately \$6 Million
2	Population Served	Approximately 1 Million
3	Total FTEs	30
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 MAPA departments. The MAPA is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, the MAPA seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Key Objectives and Outcomes:
 - Enhance operational effectiveness by making more timely, accurate, and complete information available to citizens, MAPA personnel, and vendors
 - Utilize information technology to consolidate costs, and ongoing training and maintenance
 - Improve internal and external communications using information technology
 - Enhance features and functionality to support increased automation and operational efficiencies by streamlining use of systems and processes
 - Increase productivity by eliminating redundancy and unnecessary tasks
- Primary Challenges in the Current Environment
 - The lack of a consistent integrated document management solution has led to tracking information in multiple locations
 - Several business processes rely on disparate systems and manual processes including those for and project tracking, grant management, and many others
 - MAPA would like to see a robust training plan that highlights the desire to improve workflow, and provide a better understanding of the functionality available within each solution. This includes post go-live training opportunities

- Multiple MAPA Departments are using manual processes, and in some instances inconsistent processes, to track information outside of existing systems

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

1.4 Definitions

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

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

MAPA – The Omaha – Council Bluffs Metropolitan Area Planning Agency.

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

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

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

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

DAYS – Means calendar days unless otherwise specified.

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

PROJECT – The project to configure and implement the ERP System for MAPA 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 MAPA.

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 MAPA.

VENDOR – See “PROPOSER.”

1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule MAPA will follow, which is subject to change at MAPA’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	May 1, 2023
Pre-Proposal Vendor Teleconference	Thursday, May 11, 2023 at 11am CT
Deadline for Questions from Vendors	May 19, 2023
Deadline for Proposal Submissions	Thursday, June 8, 2023 at 4:30pm CT
Shortlist Vendors Notified	Week of July 10, 2023
Vendor Demonstrations	Week of August 7, 2023

1.6 Prequalification of Vendors

MAPA has not employed a prequalification process. No Vendors are either prequalified or precluded from responding to this RFP. MAPA 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 MAPA Evaluation Committee. To be deemed responsive, the submitted Proposal documents shall conform in all material respects to the requirements stated in the RFP, and Proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered in connection with a Proposer’s capability to fully perform all requirements of the RFP include, and may not be limited to: experience, integrity, reliability, capacity, and other factors required to provide the Services defined by the RFP.

1.8 Questions and Inquiries

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

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

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

1.9 Non-Mandatory Pre-Proposal Vendor Teleconference

A non-mandatory Pre-Proposal Vendor Teleconference will be held on Thursday, May 11, 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. MAPA will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Teleconference, MAPA 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 MAPA's website. Only questions and answers in an addendum shall be considered as part of the RFP. MAPA reserves the right to revise the RFP prior to [the deadline for Proposal submissions](#). Revisions shall be documented in an addendum and publicly published.

MAPA 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 MAPA's 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. MAPA, its representatives, and its agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for the failure on the part of any Proposers or their representatives to verify the information herein and to determine the full extent of that exposure.

2 Project Scope

2.1 Functional Areas

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

Table 03: Functional Areas

Functional Areas			
No.	Functional Area	No.	Functional Area
1	General Ledger and Financial Reporting	9	Payroll
2	Budgeting	10	Time and Attendance
3	Fixed Assets	11	HR: Personnel and Employee Relations
4	Procurement	12	Compensation and Position Control
5	Contract Management	13	Benefits Administration
6	Accounts Receivable and Cash Receipts	14	Applicant Tracking
7	Account Payable	15	Learning Management
8	Projects Accounting and Grants		

The List of Functional and Technical Requirements/Capabilities contained in **Attachment B – Functional and Technical Requirements/Capabilities** contains the detailed functionality MAPA 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 MAPA. These statistics are estimates and are provided for planning purposes only.

Table 04: Functional Area Statistics

No.	Functional Area/Metric	Statistic
1	General Ledger and Financial Reporting	
	Number of Funds	80
	Number of Accounts	250
	Number of Journal Entries Annually	2,000
	Chart of Accounts Structure	MAPA's Chart of Accounts (COA) current structure is identified below: <ul style="list-style-type: none"> Segment 1 (2 characters): Fund Segment 2 (4 characters): Account

No.	Functional Area/Metric	Statistic
		<ul style="list-style-type: none"> Segment 3 (5 characters): Project Number Segment 4 (2 characters): Beneficiary (jurisdiction in which the Agency is serving) Segment 5 (8 characters): Grant Code
2	Budgeting	
	Operating Budget	\$6 million
	Capital Budget	\$50,000
3	Purchasing, Bids, and Contract Management	
	Number of Purchase Orders per Year	75
	Number of Blanket Purchase Orders per Year	20
	Number of bids, RFPs, RFIs, RFQs issued annually	Approximately two to five bids for the transportation department, and two to three bids for the general administration
	Number of purchase cards in use	7
4	Accounts Payable	
	Vendor File	1,300
	Number of Invoices Submitted for Payment per Year	1,000
	Number of 1099's issued per Year	20
	Number of Payments per Year	500 checks/ACH, 600 credit card transactions
	Type of Check Stock	Full 8/5x11 sheet, with perforation, proprietary design purchased directly from our accounting system provider
5	Accounts Receivable and Cash Receipts	
	General Accounts Receivable transactions per Year	500
	Number of Cash Collection Points (including all tender types)	1 Petty Cash box 1 PayPal merchant account
6	Project Accounting and Grant Management	
	Number of Active Grants	50
	Number of Active Projects	20
7	Fixed Assets	
	Number of Fixed Assets	12

No.	Functional Area/Metric	Statistic
	Fixed Assets Classification	MAPA classifies fixed assets to any purchases over \$5,000.
8	Human Resources and Personnel Management, Benefit Administration, Applicant Tracking	
	Total Full-time Equivalents (FTE)	25 - 30
	Number of Full-Time Employees (exempt)	25 - 28
	Number of Full-Time Employees (non-exempt)	2 - 5
	Number of Recruitments per Year	3 - 5
	Number of Applicants per Year	45 - 75
	Number of Retirements Processed per Year	0 - 1
	Number of Personnel Transactions	5 - 10
	Benefit Plans	<ul style="list-style-type: none"> • Medical • Dental • Vision • Long-Term Disability • Life Insurance • Accidental Death and Dismemberment • Retirement/Pension and Deferred Compensation • Flexible Spending Account (FSA) (Health) • Voluntary Benefits (e.g. AFLAC)
	Number of Workers Compensation Claims per Year	0 - 1
	Open Enrollment Period	<ul style="list-style-type: none"> • Vision and Dental – OE: June/July 1 plan year start • Medical – OE: August/September 1 plan year start • Flexible spending – OE: December/January 1 plan year start
9	Time and Attendance	
	Departments using time clocks (current list)	None (time entered daily as hours worked, not specific to clock time) 6 departments manage employee time entries.
	Number of employees to use time clocks (future)	None (time entered daily as hours worked, not specific to clock time) 25-30 employees enter time daily

No.	Functional Area/Metric	Statistic
	Departments to use scheduling functionality (future)	0 - 6
	Number of time entries per year	20,000 - 25,000
	Number of unique time assignment/labor codes	200 - 500
10	Payroll	
	Number of W2's per Year	25 - 30
	Pay Frequency	Biweekly (considering semi-monthly and monthly)
	Number of Employees Paid per Cycle (average)	25 - 30
Useful Links <ul style="list-style-type: none"> FY22 Annual Report: https://www.flipsnack.com/mapacog/2022-mapa-annual-report.html FY2021 Audit: https://mapacog.org/data-maps/fy2021-audit/ MAPA Job Opportunities: https://mapacog.org/about/join-our-team/ 		

2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

Alternate Proposals:

- Proposers may submit alternate Proposals for evaluation.
- Proposers may submit multiple Proposals for evaluation. For example, if a Proposer offers one or more “branded” products that may meet the needs of MAPA 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 MAPA to accurately evaluate each Proposal independent of the other.

Partnerships:

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

- Proposers engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor.

- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

Proposers of Subsets of Functionality:

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

- MAPA recognizes that the scope of functionality in this RFP may be met through a combination of systems that specialize on a modular or functional area basis. MAPA is willing to consider best-of-breed solutions (“point” solutions), subject to certain conditions as outlined in this section.
- MAPA has a preference on software solutions that provide for the highest level of fit, and facilitate the exchange of information between any disparate systems.
- Proposers are encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules. Proposers may propose solutions that address a subset of functionality, provided the software is able to address, at a minimum, one of the following areas:
 - i. Financial Management System (Tabs 2 – 9 of Attachment B) – Vendors must also respond to Tabs 1, 17 and 18.
 - ii. Human Capital Management system (Tabs 10 - 16 of Attachment B) – Vendors must also respond to Tabs 1, 17 and 18.

This does not preclude vendors from partnering, or addressing more than one of the above areas but is rather intended to identify the minimum scope that must be presented in each proposal.

MAPA will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP, and reserves the right to enter into negotiations for one or more proposers in order to achieve a “best-of-breed” solution.

- MAPA reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP. In the event MAPA should make awards to one or more competing Proposers, it shall be expected that additional discussion will take place between MAPA and the Proposers to define requirements and an approach to building an integration or interface between the selected systems. In such instance, MAPA expects that the Proposers will work together as necessary to develop the necessary integration once one has been identified.

2.3 MAPA and Project Staffing

MAPA intends to have functional and technical resources available during Project implementation, though it is noted that MAPA 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 MAPA. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.

Staffing considerations are a consideration for MAPA 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 MAPA during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of MAPA 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 MAPA resource involvement in the implementation process, in order to allow MAPA to perform adequate planning. MAPA 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 MAPA develops, and requests that Proposers clearly articulate estimated staffing considerations in their responses.

2.4 Deployment Model

MAPA 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. MAPA wishes to evaluate the greatest range of marketplace offerings feasible through this process.

MAPA 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. MAPA 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 MAPA wishes to evaluate the greatest range of available solutions in the market including those that may be locally hosted by MAPA. As such, MAPA 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. MAPA will consider, in no particular order, the following deployment models:

- a. On Premise (locally hosted at MAPA, 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.

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

Table 05: Number of Users

Functional Area	Departmental (Core/Power) Users	Customer Department Users
Financial Modules, including: <ul style="list-style-type: none"> • General Ledger and Financial Reporting • Budgeting • Procurement • Contract Management • Accounts Payable • Accounts Receivable and Cash Receipts • Project Accounting and Grant Management • Fixed Assets 	5	20 - 25
Human Capital Management, including: <ul style="list-style-type: none"> • Applicant Tracking 	8	17 - 22

Functional Area	Departmental (Core/Power) Users	Customer Department Users
<ul style="list-style-type: none"> • HR and Personnel Management • Benefit Administration • Learning Management • Time and Attendance • Payroll • Compensation and Position Control 		
<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. MAPA estimates that:</p> <ul style="list-style-type: none"> a. The total number of licensed regular daily users of the system (requiring the ability to add, edit, and view content) using a named-seat basis may be around 5-8 b. The total number of regular daily concurrent users to be around 30 (unnamed license seats – in other words, how many people are expected to be accessing the system/module at the same time. This is in contrast to named users who have dedicated licenses tied to a unique login/user ID) c. MAPA anticipates that all employees (up to 30 during peak seasons) would have access to self-service portal functionality 		

2.6 Potential Phasing and Target Live Dates

MAPA 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. MAPA anticipates that implementation activities would begin in January 2024, MAPA would like to target July 2024 as a potential go-live date for financial modules, January 2025 as a go-live date for human resources and payroll modules. MAPA follows a July 1 – June 30 fiscal year, and open enrollment occurs during the month of May.

2.7 Current Applications Environment

The Blackbaud Financial Edge ERP system is the primary application currently supporting the financial needs of MAPA. The application is operated and maintained primarily by the Finance staff, with additional support provided by contracted, off-site vendor support and the small Information Technology (IT) team within MAPA.

Table 06: Current ERP Functions

Current ERP Functions			
1	General Ledger (GL) and Financial Reporting	7	Human Resources (HR) and Personnel Management
2	Project Accounting and Grant Management	8	Inventory and Fixed Assets
3	Budgeting (Operating and Capital)	9	Benefit Administration

Current ERP Functions			
4	Purchasing, Bid and Contract Management	10	Payroll
5	Accounts Payable (AP)	11	Time and Attendance
6	Accounts Receivable (AR) and Cash Receipts	12	Applicant Tracking, Learning Management, and Performance Evaluations

Other Major Applications

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

Table 07: Additional Software Applications

Additional Software Applications		
No.	Application	Use/Summary
1	Google Workspace (Enterprise)	Online desktop productivity suite – Email, Docs, Sheets, Slides, Forms, Drive, Chat, Meet, Calendar
2	MS Office (Desktop)	On-site desktop productivity suite – Word, Excel, PowerPoint
3	ArcGIS	Online geospatial information system
4	AWS	Multi-agency aerial photo data (not owned or maintained by MAPA)
5	Survey Monkey	Survey application used throughout the hiring process.
6	Knack	Application used for procurement, employee self-service, and project management.
7	ADP	Application used to process payroll for the Agency and complete necessary payroll reporting.
8	Elavon	Credit card processing software.
9	Track1099	Software utilized to create 1099 filings for the Agency.

MAPA utilizes the multiple fiber connections provided by Metro Transit Omaha to execute agency work on an ongoing basis. Each fiber connection to the internet is serviced by a separate physical path to the centralized data center, which ensures redundancy and fault tolerance. MAPA maintains a limited number of servers with storage in the Metro Transit Omaha data center, which is served with both primary and backup power, as well as an on-site generator.

Remote staff can access MAPA systems and services via virtual private network connection, as well as Google Workspace. Other applications, such as Blackbaud and ArcGIS, are hosted applications and can be accessed directly via the internet using secure authentication of user accounts.

MAPA staff are primarily issued laptop computers. End user devices are transitioning to a 3-year life-cycle replacement, though some devices are still in operation with as many as 6-years of service. Dell laptop devices have been selected as the primary staff platform, with accommodations made in final configuration based on individual operating requirements, though exceptions have been made for Apple devices when it was determined to be the best tool for the work to be accomplished.

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 MAPA 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

MAPA is committed to 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). MAPA does not have an established budget in place for this project, but intends to use the proposals

received through this process to inform the budget development process. MAPA has performed initial, high-level estimations, for the acquisition of either an on-premise or cloud-based software solution including professional services and recurring maintenance/subscription costs. Recognizing the cost and payment differences between deployment models, a final budget will be programmed based on the results of this RFP and final contract negotiations

MAPA 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, MAPA 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 MAPA 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

MAPA 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 MAPA so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

2.12 Performance Review

The Contractor may be required to meet with MAPA's Project Manager not less than once per quarter to conduct a performance review of the Contractor. These meetings will be either in person at MAPA 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 MAPA has identified. MAPA 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 MAPA 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 MAPA, and/or (ix) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer. MAPA 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 MAPA Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of MAPA. 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 MAPA based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.
- b. **Vendor Demonstrations:** MAPA, 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 the MAPA 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 MAPA staff may also be in attendance to observe and provide informal feedback.
- c. **Reference Checks:** MAPA 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. MAPA 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 MAPA. 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 MAPA's best interest.

3.2 Clarification and Discussion of Proposals

MAPA may request clarifications and conduct discussions with any Proposer that submits a Proposal, including requesting additional information. MAPA reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by MAPA Evaluation Committee, which will best serve MAPA business and operational requirements, considering the evaluation criteria set forth below. Proposers shall be available for a system demonstration to MAPA staff on dates specified in [Table 02](#) or as otherwise requested by MAPA 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. MAPA 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, MAPA 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). MAPA 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 MAPA:

3.3.1 Short-List Identification: MAPA 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	<p>This criterion considers but is not limited to the following:</p> <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 MAPA systems environment. 	35
Technical	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> Alignment of the proposed software to MAPA's preferred technical specifications. The vendor's written response to each Potential Interface. The level of integration among proposed functional areas. 	15
Approach	<p>This criterion considers but is not limited to the following:</p>	25

Criteria	Description	Points
	<ul style="list-style-type: none"> The described approach to implement an enterprise system to achieve MAPA's goals and objectives. The alignment of the proposed implementation timeline to MAPA's desired timeline. The distribution of implementation tasks among MAPA and vendor teams. The proposed resources hours among MAPA 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 MAPA'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: MAPA intends to utilize the criteria presented in Table 09 following the demonstrations by Short-List vendors.

Table 09: Finalist Identification Criteria

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

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

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

Table 10: Preferred Vendor Identification Criteria

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

3.3.4 Cost Point Allocation: MAPA will evaluate cost proposals based upon this criteria. Cost points will be applied at the timing in the evaluation process as may determined by the Evaluation Team. MAPA 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	<p>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.</p> <p>In evaluating cost, MAPA 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. MAPA 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.</p>	40

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

3.4 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of MAPA. This RFP does not constitute an offer or a contract with any Proposer or other party. MAPA 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 MAPA 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. MAPA may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. MAPA further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, MAPA reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP. MAPA also reserves the right to refrain from making an award if it determines it to be in its best interest. MAPA reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. MAPA 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. MAPA reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of MAPA.

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, MAPA may negotiate with the Proposer(s) of the highest-ranked Proposal. If any Proposer fails to negotiate in good faith, MAPA 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 MAPA 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 MAPA, after a good-faith effort, cannot come to terms; then

MAPA may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest-ranked Proposer. At any point in the negotiation process, MAPA 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 MAPA and shall include, without limitation, the terms and conditions provided for in this RFP and any sample agreement provided by MAPA, and such other terms and conditions as MAPA deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in Attachment C2 for the various cost types.

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will be based on prices submitted by the Selected Proposer, subject to contract negotiations with MAPA, 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 MAPA, must be submitted in writing to MAPA 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 MAPA, (1) the request may be granted; (2) the Change Order may be modified to include a greater, or lesser, scope; or (3) MAPA and Proposer may continue with the Contract without change. MAPA 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, MAPA 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 MAPA, 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

MAPA's obligation will commence only following MAPA Board of Directors' approval of a Contract and the parties' execution of the Contract. Upon written notice to the Contractor, MAPA may set a different starting date for the Contract. MAPA 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 MAPA.

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 MAPA before the closing deadline.
2. **Hard Copy Proposals:** Proposers shall submit one (1) version of the Technical Proposal and one (1) version of the Price Proposal in separate three-ring binders with tab separators or otherwise under separate cover, clearly marked "Original". Technical Proposals shall not include extraneous marketing materials.
3. **Email Proposals:** No emails will be accepted for proposal submission.
4. **Electronic Media Proposal File Formats and Naming:** Proposers shall submit along with the hard copy proposals, one (1) electronic version of the Technical Proposal and one (1) electronic version of the Price Proposal on separate removable devices (e.g., thumb drive). 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, D & E and any Exhibits/Attachments)	"(<i>Proposer Name</i>)" Technical Proposal	All files combined into one (1) searchable Adobe PDF
Attachment B – Functional and Technical Requirements	"(<i>Proposer Name</i>) Proposal Response to Attachment B"	To be submitted in Microsoft Excel format, in addition to above PDF format
Price Proposal (Inclusive of Attachments C1 and C2, Proposer's Standard Travel and Expense Policy, and any Appendices)	"(<i>Proposer Name</i>)" Price Proposal	All files combined into one (1) searchable Adobe PDF
Attachment C1 – Cost Worksheets	"(<i>Proposer Name</i>) Proposal Response to Attachment C1"	To be submitted in Microsoft Excel format, in addition to above PDF format

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 MAPA 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 MAPA.

6. **Confidential Information:** Proposers shall clearly mark any information or graphics that are considered to be confidential as such within Proposal submissions. Any such designation as confidential shall be specific as to the portions of the proposal deemed confidential by the vendor, and not the entire Proposal response.
7. **Delivery/Mailing Instructions:** Sealed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number. The mailing address for Proposals is contained in the following table.

Table 13: Proposal Mailing Address

Mailing Address
<p>Director of Finance Attn: ERP Proposal MAPA 2222 Cuming Street Omaha, NE 68102</p>

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.

MAPA 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

Proposal Tab No.	Technical Proposal Section
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, including MAPA required forms of Attachment D and E. Proposers are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 13).

2. Attachment B: Tab 14

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

3. Proposal Supplements

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

4.4 Price Proposal

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

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

5 Terms and Conditions

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

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

5.1 Indemnification

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

5.2 Records and Audits

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

5.3 Incurred Expenses

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

5.6 Confidential Information

Any written, printed, graphic, electronic, or magnetically recorded information furnished by MAPA for the Proposer's use are the sole property of MAPA. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning MAPA 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 MAPA 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 MAPA.

5.7 Waiver of Claims

Each Offeror by submission of a response to this RFP waives any claims it has or may have against MAPA, and their respective employees, officers, members, directors and partners; MAPA's Representative and its employees, officers, members, directors and partners; and MAPA, 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 Nebraska. Any litigation between the parties arising out of, or in connection with, the contract shall be initiated and prosecuted in federal or state court in the State of Nebraska.

5.9 Non-Discrimination Clause

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. The Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. As used herein, the word "treated" shall mean and

include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

- b. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity or national origin, age, disability.
- c. The Contractor shall send to each representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitments under the equal employment opportunity clause of the city and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor shall permit reasonable access to his records of all federal forms containing the information and reports required by the federal government for federal contracts under federal rules and regulations. Records to be made available shall be those which are related to paragraphs (a) through (g) of this subsection and only after reasonable notice is given the Contractor. The purpose of this provision is to provide for investigation to ascertain compliance with the program provided for herein.
- e. The Contractor shall take such actions with respect to any Subcontractor as a means of enforcing the provisions of paragraphs (a) through (g) herein, including penalties and sanctions for noncompliance.
- f. The Contractor shall file and shall cause his Subcontractors, if any, to file compliance reports with the Contractor in the same form and to the same extent as required by the federal government for federal contracts under federal rules and regulations. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his Subcontractors.
- g. The Contractor shall include the provisions of paragraphs (a) through (g) of this section, "Equal employment opportunity clause," in every subcontract or purchase order so that such provisions will be binding upon each Subcontractor or vendor.

5.10 New Employee Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program

designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- a. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- b. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- c. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

5.11 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.

5.12 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 MAPA 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 MAPA 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 MAPA.

5.13 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 ordinances of the City of Omaha and the State of

Nebraska, as they may apply, as these laws may now read or as they may hereafter be changed or amended.

5.14 Patents and Copyrights

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

5.15 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.

5.16 MAPA Property

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

5.17 Rights of Use

The Contractor agrees that MAPA 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.

5.18 Ownership of Data and Transition

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

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 MAPA;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as MAPA may direct, for orderly completion and transition; and
- c. Make available to MAPA, at no cost, all MAPA data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or MAPA 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, MAPA shall:

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

5.19 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 MAPA data within the continental United States. If applicable to the Contract, the Contractor shall back up all MAPA data daily to an offsite hardened facility.