



**Request for Proposals:
Software and Implementation Services for
Computer-Assisted Mass Appraisal (CAMA) System**

Issue Date: March 6, 2015

Due Date and Time: April 2, 2015 / 12:00 PM Eastern Time

Receipt Location:

Sussex County
2 The Circle
P.O. Box 589
Georgetown, DE 19947

WARNING: Prospective proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. A prospective proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.



REQUEST FOR PROPOSALS

Sussex County, Delaware, is soliciting proposals from proposers capable of satisfying Sussex County's needs for software and professional services to implement a Computer-Assisted Mass Appraisal ("CAMA"). Sussex County currently has 146,256 assessed residential properties and 4,374 assessed commercial properties. It is expected that the new software will have 32 total users, of this 12 having read privileges only. The criteria for selection shall include: functionality, approach, experience and cost. The award shall be made in writing to the respondent determined by taking into account the evaluation criteria set forth in the RFP. No other factors or criteria will be used in the evaluation.

Based on the criteria established, an evaluation committee will be selected to read, screen, and rank in writing all proposals. In accordance with 29 Del. C. § 6982(b), the evaluation committee shall determine that all applicants meet the minimum qualifications to perform the services. It shall then request interviews and/or product demonstrations, at a minimum, from the highest ranked firm(s). Product Demonstrations may result in a change of rank. At any point in the negotiation process, the evaluation committee and the requesting department may, at its discretion, terminate negotiations with any and all firms. The evaluation committee may require the firm with whom it is negotiating to execute a truth-in-negotiation certificate stating the wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.

Sealed bids with three written proposals and one electronic version must be received by the Sussex County Council, c/o Mr. Chris Keeler, Assessment Director, Sussex County Administrative Office Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947, until 12:00 p.m., Eastern Time, on April 2, 2015. To be considered, priced proposals must be submitted in writing and respond to the items outlined in this request for proposal ("RFP").

The request for proposals may be obtained by visiting Sussex County's www.sussexcountyde.gov/legal-notices/bids or by contacting Mr. Jon Grace, Senior Consultant, BerryDunn Government Consulting Group, telephone: (207) 541-2260, email: jgrace@berrydunn.com. The proposals may be obtained during regular business hours 8:30 a.m. to 4:30 p.m. Monday through Friday. Sussex County, Delaware, may extend the time and place for opening of bids from that described in the advertisement, by providing not less than two (2) calendar day's notice, by certified delivery, facsimile machine, or other notice thereof.

Any firms having questions concerning the proposal should submit them in writing via e-mail no later than 4:30 p.m. Eastern Time, March 25, 2015 to Jon Grace, Senior Consultant, BerryDunn Government Consulting Group, at jgrace@berrydunn.com.



Software and Professional Services for CAMA System

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1.0 RFP Introduction and Background

1.1 Introduction

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of satisfying Sussex County's needs for software and professional services to implement a Computer-Assisted Mass Appraisal ("CAMA") system. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system is available that meets the County's needs, the County may then enter into contract discussions with the selected proposer. 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; and,
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal, as the County determines. For purposes of this RFP, the term "Vendor," "offeror," and "proposer" are considered to have the same meaning.

1.2 About Sussex County

Sussex County was founded on the Delmarva Peninsula of Delaware in 1683. Today the County is a growing community of approximately 198,000 that covers 938 square miles, the largest county in Delaware in terms of geography. Sussex County is governed by a five-member elected council and a County Administrator who supervises all departments. The County Council members are elected from their respective districts to serve a four-year term.

The County Government's administrative makeup includes the County's Assessment Department. The County's Assessment Department is responsible for issuing building permits, creating and maintaining assessment records for all properties in Sussex County, and drawing and maintaining tax maps.

1.3 Project Objectives

Sussex County is planning to procure a Computer-Assisted Mass Appraisal software system. In doing so, the County seeks to address several challenges in the current environment, including but not limited to:

- There is limited functionality related to user audit tracking.
- There is limited integration with other County systems.
- There is limited query and reporting capabilities in the current system.

In order to address these challenges and others, the County has initiated a project to adequately plan for, select, and implement a CAMA system. Section 2.0, Project Scope, outlines the features and functionality desired in a future CAMA system as well as the professional services activities to be a part of implementation.

The primary objective is to procure, implement and maintain a system that mitigates the challenges listed above, allow for streamlined collection and processing of information, and to facilitate standardization and timely access to information.



1.4 Definitions

In order to simplify the language throughout this request for proposal, the following definitions shall apply:

ADDENDA – Written instruments issued by Sussex County prior to the date for receipt of Proposals which modify or interpret the Request for Proposal (RFP) documents by addition, deletions, clarification or corrections.

COUNTY – Sussex County.

CONTRACT DOCUMENTS – The proposed Agreement will consist of the Request for Proposals, submitted Proposal, including any diagrams, blueprints, addenda, and any additional terms and conditions in the form of agreement between the County and the Contractor.

CONTRACTOR – The qualified Vendor/consultant that is awarded a contract to provide CAMA software and implementation services for Sussex County.

PROJECT – The CAMA implementation project.

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

PROPOSER – The person, Contractor, corporation or other entity submitting a Proposal on items listed in the RFP Documents and thereby agreeing to meet the terms and conditions of the specifications if awarded the contract.

VENDOR – The person, consultant, corporation or other entity submitting a Proposal on items listed in the RFP and thereby agreeing to meet the terms and conditions of the specifications if awarded the contract.

1.5 Confidential Information

Any written, printed, graphic, or electronic or magnetically recorded information furnished by the County for the proposer's or a proposer's partnership entities/sub-contractors' 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, its employees, a proposer's partnership entities, and a proposer's sub-contractors 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 only to the extent necessary to perform the work under the agreement. This prohibition also applies to the proposer's employees, agents, and subcontractors. On termination of the agreement, the proposer will promptly return any confidential information in its possession to the County.

1.6 County's Consulting Partner

The County has retained Berry, Dunn, McNeil & Parker (BerryDunn) as a consulting partner for this project. The role of BerryDunn is to provide information and analytical services to support this project. BerryDunn is also the primary point of contact for Vendors for the purposes of this RFP.

BerryDunn will be facilitating activities as part of the procurement, but will not be participating in the evaluation scoring. Evaluations and resulting decisions will be made solely by the Sussex County.

1.7 No Obligation and Right of Rejection

The inquiry made through this RFP implies no obligation on the part of Sussex County.



The County reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended Vendors will be rejected. The County may reject any proposal that is not responsible to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The County reserves the right to reject any proposal determined to be nonresponsive.

1.8 Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 days, the County will send a written request to all Proposers deemed susceptible for award asking Proposers to hold their price firm for a longer specified period of time.

1.9 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the County will follow. The County has performed extensive planning work and has planned to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Table 01: RFP Schedule of Events

Event	Estimated Date
Request for Proposals Published	March 6, 2015
Pre-Proposal Vendor Teleconference	March 20, 2015 at 10:00 AM Eastern Time
Deadline for Questions from Vendors	March 25, 2015 at 4:30 PM Eastern Time
Final Addendum Published	March 27, 2015
Deadline for Proposal Submissions	April 2, 2015 at 12:00 PM Eastern Time
Short List Vendors Notified	May 1, 2015
Vendor Demonstrations	May 18-22, 2015
Begin Contract Negotiations	June 16, 2015

1.10 Pre-Qualification of Vendors

The County has not employed a pre-qualification process. No Vendors are either pre-qualified or precluded from responding to this RFP.

1.11 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include those evaluation criteria in Section 3.0 and other factors as set forth in this RFP.

1.12 Incurred Expenses

Neither Sussex County nor any of its officers or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal response or participating in presentations as part of the evaluation procedure.



1.13 Questions and Inquiries

Questions and inquiries about this request for proposal shall be submitted in writing to the Point of Contact identified in Section 1.14. The deadline for written questions is March 25, 2015 at 4:30 PM Eastern Time.

1.14 Point of Contact

The following table provides the primary contact information.

Table 02: RFP Point of Contact

Point of Contact
Jon Grace jgrace@berrydunn.com

Proposers shall not contact any 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.

1.15 Clarification and Discussion of Proposals

The County may request clarifications and conduct discussions with any proposer who submits a proposal. Proposers must be available for a presentation to the County on specific dates if selected for software demonstrations.

1.16 Pre-Proposal Vendor Conference

A Pre-Proposal Vendor Conference will be held on March 20, 2015 at 10:00 AM Eastern Time. The Pre-Proposal Vendor Conference will be hosted via teleconference.

Vendors that are interested in participating in the Pre-Proposal Vendor Conference shall contact the RFP Point of Contact in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information. Due to conference bridge restrictions, Vendors are limited to two (2) conference participants per company.

The format of the Pre-Proposal Vendor Conference 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 Conference, the County will issue an addendum with all material questions asked and their respective answers, which shall be binding.

Participation in the Pre-Proposal Vendor Conference is not mandatory, but all Vendors are encouraged to participate.

1.17 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and publicly published to the County’s website. The County will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on March 27, 2015.

Only questions and answers documented in an addendum shall be binding.

Each addendum issued will contain an acknowledgement form which shall be signed and returned with proposers’ responses. The County reserves the right to revise the RFP prior to the deadline for proposal submissions on April 2, 2015 at 12:00 PM Eastern Time. Revisions shall be documented in an addendum and publicly published on the County’s website.



1.18 Amendment/Withdrawal of Proposals

Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the County. After the deadline, Proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The Purchasing Division may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

1.19 Alternate Proposals

Proposers may not submit alternate proposals for evaluation.

1.20 Public Information

It shall be understood that all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and proposal 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 governmental entity, the County is subject to making records available for disclosure as required by law.



2.0 Project Scope

2.1 Functionality

The County is requesting proposals for a CAMA system that will meet the County's requirements and position the County for future growth. The List of Functional and Technical Requirements contained in Attachment B contains the detailed functionality the County requires in a future system.

2.2 County and Project Staffing

The County intends to have both functional and technical resources available during implementation. Additional resource planning will be done based upon the Contractor.

2.3 Number of Users

It is expected that there will be 32 total users of the future CAMA system. Of these 32 users, it is expected that 20 will have read/write privileges and 12 will have read only access. These user counts are estimates and are provided for planning purposes only. The system should be designed to accommodate as many users as the County may determine in order to provide the County flexibility and scalability.

2.4 Current Environment Statistics

The County currently has 146,256 assessed residential properties and 4,374 assessed commercial properties. Also, 8,229 agriculture properties and 10,176 exempt properties for a total of 169,035.

2.5 Implementation Project Plan

As part of the Project Scope, the Contractor must develop and provide the County with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

1. **Project Objectives:** This section should include overall project objectives.
2. **Project Deliverables and Milestones:** This section should include a list of deliverables and milestones of the project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the County.
3. **Project Schedule:** This section of the Project Plan should identify the dates associated with deliverables and milestones described in Section 3 of the Project Plan. In addition, the Project Plan should reflect project predecessors, successors, dependencies and critical path.
4. **Project Management Processes:**
 - a. **Resource Management:** This section of the Project Plan should describe County resources, proposer resources, and the overall project team structure and should include an organizational chart. Each role identified for the Vendor, any subcontractors, and the County should also include a description of the responsibilities related to the identified project role as well as the communication process for each party.
 - b. **Scope Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage project scope and the process used to request changes to project scope. It is the County's desire to use the proposed CAMA system "as is" and, as such, any changes must be reviewed and approved by the County's Executive Project Team.



- c. **Schedule Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage the project schedule and the process used to submit requested changes to the schedule. The proposer must ensure that the project schedule is kept current and report any missed milestones to the County.
 - d. **Risk Management:** This section of the Project Plan should describe the approach the proposer will use to document existing project risks, report them to the team, and provide recommendations for mitigating the risk.
5. **Data Conversion Approach:** As part of the Implementation Plan, the Contractor will describe the detailed data conversion approach for how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by County or proposer) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The proposer is expected to assist the County in the conversion of both electronic and manual data to the new system. It is expected that the County will be responsible for data extraction from current systems and data scrubbing and that the proposer shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). Proposers should plan to have converted data ready for the User Acceptance Testing phase of the project.
6. **Training:** As part of the Project Scope, the Contractor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.
 - a. The role and responsibility of the software and/or implementation Vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end users).
 - b. The role and responsibility of the County staff in the design and implementation of the training plan.
 - c. Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end users, and technology personnel.
 - d. Proposed training schedule for County personnel of various user and interaction levels.
 - e. Descriptions of classes/courses proposed in the training plan. (The Vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The Vendor must be very clear about exactly what training courses are included in the cost of the proposal.
 - f. The knowledge transfer strategy proposed by the software and/or implementation Vendor to prepare County staff to maintain the system after it is placed into production.
 - g. Detailed description of system documentation and resources that will be included as part of the implementation by the Vendor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, and others as available.

It is the County's intention that the Contractor will coordinate the training of County personnel in the use of its application and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables.

Documentation, including training manuals and agendas, will be provided by the proposer before each training session with County staff.

7. **Bi-Weekly Status Reports:** This section of the Project Plan should describe the approach the Vendor will use to provide bi-weekly status reports throughout the course of the project. This section should describe the layout of the bi-weekly status report and the expected delivery mechanism that will be used to provide the report to the County and review it on a bi-weekly basis with the County's project manager and appropriate project staff. Vendors are expected to include a risk register in the status reports.



Proposers shall provide a sample Implementation Project Plan as part of its proposal in accordance with the Submittal Response Format described in Section 4.0.

2.6 System Interface Plan

As part of the Project Scope, the Contractor will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment B, Functional and Technical Requirements.

2.7 Testing and Quality Plan

As part of the Project Scope, the Contractor will develop and provide a Testing and Quality Assurance Plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the County's expectation that the Testing and Quality Assurance Plan govern all phases of the project and that the Vendor will also provide assistance during each testing phase involving County users. The Vendor will develop the initial User Acceptance Testing (UAT) plan, provide templates and guidance for developing test scripts, and will provide onsite support during UAT. The Vendor will also provide a plan for stress testing of the system that will occur during or after UAT.

2.8 Pre- and Post-Implementation Level of Support

As part of the Project Scope, the Contractor will develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after go-live. Vendors should describe what level of support is available under the proposed fee structure. If varying levels of support are available, this section of the Vendor's response should clarify these potential services and highlight the level of support that has been proposed.

2.9 System Documentation

As part of the Project Scope, the Contractor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The Contractor shall provide documentation in web-based and PDF forms for each application module.



3.0 Proposal Evaluation and Award

3.1 Evaluation Process

The County's 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 Section 3.2 will be the basis for evaluation.

The Evaluation Committee will determine the highest ranked Vendors to meet the needs of the County based on the scoring of the evaluation criteria. These Vendors will form the Vendor Short List.

The County, at its sole discretion, reserves the right to have interviews and/or system demonstrations with those proposers on the Vendor Short List. Demonstrations will be conducted at County offices, unless otherwise determined by the County. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration, which will thereafter be incorporated into the rankings of the Vendors as set forth below.

A Pre-Demonstration Vendor Teleconference will take place for those Vendors that have been short-listed. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and Vendors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference.

Demonstrations will be assigned a portion of the overall Technical Capability score. The County may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration as well as a potential demonstration question and answer room.

The County may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

3.2 Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The County hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria.

Table 03: Evaluation Criteria

Criteria	Description	Maximum Score
Functional	This criterion considers both the qualifications of the personnel proposed to provide the services solicited by this RFP and the products that are proposed to be used in performing the services solicited by this RFP. In evaluating the Proposer's products, the County will consider the business benefits and the business process improvements as a result of implementing the Proposer's products.	30
Approach	This criterion considers the Proposer's understanding of the scope of work and the quality and clarity of the Proposer's written methodology and description of the proposed approach to accomplish the work.	25
Experience	This criterion considers (1) the Proposer's past performance on any County contracts, (2) the results of reference checks, and (3) the Proposer's experience in providing the services solicited by this RFP as set forth in the Proposer's response.	20



Criteria	Description	Maximum Score
Cost	This criterion considers the price of the services solicited by this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers.	25

3.3 Notice of Intent Award

After the completion of contract negotiations, the County may issue a written Notice of Intent to Award and send copies to all Proposers. The scores and placement of other Proposers will not be part of the Notice of Intent to Award. Successful Proposers named in the Notice of Intent to Award are advised not to begin work or enter into subcontracts relating to the project until both the successful Proposer and the County sign the contract. The awarded Vendor must provide a valid W-9 form within five (5) days of notification of award.

3.4 Protests

An interested party may file a protest regarding any aspect of this solicitation, evaluation, or recommendation for award.

3.5 Negotiations and Contract Execution

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 budgeted funds available for the project; or,
4. If the Proposer and the County, after a good-faith effort, cannot come to terms; then

The County reserves the right to cease negotiations, and to begin negotiations with the next ranked Vendor, or to reject all Proposals. At any point in the negotiation process, the County may, at its sole discretion, terminate negotiations with any or all Proposers.

If in-person contract negotiation meetings are commenced, they will be held at Sussex County office locations at a date and time to be determined. If in-person contract negotiations are held, the Proposer will be responsible for all costs including its travel and per diem expenses.

3.6 Contracting Ethics

1. It is a breach of ethical standards for any person to offer, give, or agree to give any County employee or Council person, or by County Policy, for any County employee or Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
2. The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the County.
3. The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of the County.

3.7 Contract Type

The resulting contract from this procurement shall be a not-to-exceed based contract. The initial contract price will be based upon prices submitted by the Contractor, subject to contract negotiations with the County, and shall be firm for the total number of years of the contract.



4.0 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by proposers submitting proposals:

1. The deadline for proposal submissions is established in Section 1.0, RFP Introduction and Background. The proposal deadline is April 2, 2015 at 12:00 PM Eastern Time.
2. All proposals shall be mailed to the address contained in the following table.

Table 04: Mailing Address

Mailing Address
Chris Keeler 2 The Circle PO Box 589 Georgetown, DE 19947

3. The package used to send proposals should be clearly marked with the title of the RFP, "Software and Implementation Services for Computer-Assisted Mass Appraisal (CAMA) System".
4. Three (3) hard-copies of the Technical Proposal should be provided. One hard-copy of the Technical Proposals should be clearly marked as "Original," and the remaining copies should be clearly marked "Copy." An electronic version of the Technical Proposal should also be included in the package on a CD for distribution to the Evaluation Committee. Cost proposal and requirements matrix should be submitted in the original Excel format.
5. The Technical Proposal (contents described below) should be submitted in a three ring binder with "tabs" used to differentiate each section based upon Table 05.
6. The following table contains the organization guidelines for proposal responses along with an indication of how each tab may be considered in the evaluation of proposals by the Evaluation Committee. In several instances, information provided will be considered among more than one evaluation criteria.

Table 05: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.	Evaluation Criteria
Tab 1	Transmittal Letter and Executive Summary	4.2	-
Tab 2	Software Solution	4.3	Functional
Tab 3	Implementation Methodology	4.4	Multiple
Tab 4	Company Background and History	4.5	Experience
Tab 5	Key Proposed Personnel and Team Organization	4.6	Experience
Tab 6	Project Roles and Responsibilities	4.7	Experience
Tab 7	Project Schedule	4.8	Approach
Tab 8	Functional and Technical Requirements Response	4.9	Functional
Tab 9	Testing and Quality Assurance	4.10	Approach
Tab 10	Ownership of Deliverables	4.11	Approach
Tab 11	Sub-Contracting	4.12	Experience
Tab 12	References	4.13	Experience



Proposal Tab No.	Technical Proposal Section	RFP Sec. No.	Evaluation Criteria
Tab 13	Site Visit References	4.14	Experience
Tab 14	Response to Narrative Questions	4.15	Multiple
Tab 15	Exceptions to Terms and Conditions	4.16	Approach
Tab 16	Proposal Forms	4.17	-
Separate Cover	Price Proposal	4.18	Cost

4.2 Transmittal Letter and Executive Summary

The first tab of the proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the Proposer's primary contact information, including the following:

1. Name of the Proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the Proposer's letterhead.

A signature on the Transmittal Letter hereby provides Sussex County acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a proposal in response to this solicitation, a Proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

By signature on the proposal, the Proposer certifies that it complies with:

1. The laws of the State of Delaware and is licensed to conduct business in the State of Delaware;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. A condition that the proposal submitted was independently arrived at, without collusion; and,
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any Proposer fails to comply with the provisions stated in this paragraph, the County reserves the right to reject the proposal, terminate the contract, or consider the Proposer in default.

If a partnership is formed as part of the proposal response, a signature of each partnership entity or sub-contractor is required.

The Executive Summary should provide a brief summary of the proposal contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

Tab 1 should not exceed four pages.



4.3 Software Solution

The second tab of the proposal should include a summary description of the capabilities for each functional area of the Functional and Technical Requirements contained in Attachment B in narrative format. The purpose of this summary is so that the County has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements in Attachment B.

Marketing materials should not be submitted on the proposed functionality.

Proposers shall describe which functional areas they are proposing on. If a partnership with another software component is proposed, the relationship shall be clearly described.

4.4 Implementation Methodology

The third tab of the proposal should include a comprehensive description of the proposed implementation methodology for the project. The description should include how the proposer has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section 2.0, Project Scope.

Proposers shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current County staffing, project management approach, and County resources available during implementation and support phases.

Proposers should also include a sample Implementation Project Plan as part of the third tab.

4.5 Company Background and History

The fourth tab of the proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Project Scope. The following points should be addressed in the third tab of the proposal.

1. Total number of employees
2. Office locations
3. Total number of active clients
4. Total number of active government clients
5. Total number of active County government clients
6. Total number of active County government clients with population of approximately 100,000
7. Total years offering government CAMA systems
8. Largest active government installation including population
9. Other products offered by company
10. Pending and recent litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

If a partnership with third-party companies is a part of a proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a proposal, prime or third-party.

4.6 Key Proposed Personnel and Team Organization

The fifth tab of the proposal should include the resumes of the proposed project personnel as well as the structure of the proposed Vendor Project Team. This structure should be depicted in an organizational chart provided as



part of this tab. The resumes and team organizational structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the project
3. Description of project roles and responsibilities
4. Home office location
5. Listing of past projects where resource implemented the proposed product
6. Listing of past projects where resource implemented other software products
7. Educational background
8. Professional registrations and memberships and
9. Additional relevant information

The County is interested in personnel that hold certifications from the Project Management Institute. Resumes should include any PMP or CAPM certifications held.

The County reserves the right to require background checks be conducted on any individual conducting work as either an employee of the Vendor or on the Vendor's behalf.

4.7 Project Roles and Responsibilities

The sixth tab of the proposal should include the proposed resource levels for the County and Vendor Project Teams. The tab shall include the completed Resource Hours Worksheet contained in Attachment D.

Vendors shall provide resource hour estimates by system module for each of the project activities contained in the two worksheets. A worksheet is provided for the County Project Team and a second worksheet is provided for the Vendor Project Team. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope.

4.8 Project Schedule

The seventh tab of the proposal should include the proposed project schedule including major milestones, activities, and timing of deliverables. The project schedule shall be in a Gantt chart format developed in Microsoft Project.

4.9 Functional and Technical Requirements Response

The eighth tab of the proposal should include the proposed technical capability to provide the County's requirements as defined in Attachment B, Functional and Technical Requirements. This tab shall include the completed requirements worksheet in Attachment B.

When providing responses to the requirements in Attachment B, Proposers shall use the response indicators contained in the following table.

Table 06: Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the current software release.
F	Feature/Function will be available in a future software release available to the County.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.



Indicator	Definition
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.
N	Feature/Function cannot be provided.

If a response indicator of “F” is provided for a requirement that will be met in a future software release, the Proposer shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the proposer shall indicate the cost of such a modification. If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the proposer shall identify this third-party system and include a cost proposal to secure this system.

4.10 Testing and Quality Assurance Plan

The ninth tab of the proposal should include a description of the proposed approach to testing and quality assurance. This tab should also include a sample Testing and Quality Assurance Plan. This Plan should be based on the proposer’s standard approach for achieving testing quality assurance.

4.11 Ownership of Deliverables

As part of the tenth tab, proposals should also identify the ownership of each project deliverable. Ownership should be identified using the roles described in the following table. The resource hours provided as part of Tab 6 should be appropriate based on the roles identified for each project deliverable.

Table 07: Deliverables Ownership Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.
Assist	The party provides active assistance in development of the deliverable.
Participate	The party provides passive assistance in the development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

A sample format of how the ownership of project deliverables should be included in the Vendor’s proposal is included in Attachment E, Ownership of Deliverables.

4.12 Sub-Contracting

The eleventh tab of the proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

1. Summary of service
2. Reasons for sub-contracting
3. Previous use of sub-contractor



4. Complete name of the subcontractor
5. Complete address of the subcontractor
6. Detailed sub-contractor responsibilities
7. Percentage of work the subcontractor will be providing
8. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of Delaware business license
9. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract and
10. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the County for all services contracted by the proposer under this RFP

The Proposer's failure to provide this information may cause the County to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the County's Project Manager.

4.13 References

The twelfth tab of the proposal should identify the proposer's references for the project. Proposers shall provide at least five (5) government clients with whom the proposer has worked during the past three (3) years that are of similar size and complexity to Sussex County. References shall be from governments that have been live with the current software version for a minimum of two (2) years.

Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.

In the event the Proposer cannot provide the required references, substitution of other organizations should be made to ensure five (5) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

If possible, the County prefers references that were managed by the same project manager recommended for the County. This section of the RFP response should also include an affirmative statement that the Proposer grants its consent for the County to contact the Proposer's references for purposes of evaluating the Proposer for this project and acknowledges that any information obtained from the Proposer's references will not be disclosed to the proposer. The County reserves the right at their sole discretion to have a Vendor project manager replaced.

This tab should also include the name and contact information of three (3) former clients that have elected to leave the Vendor. The Vendor should describe why the client left, and what steps the Vendor has taken to correct the issues that resulted in the client's departure.

4.14 Site Visit References

The thirteenth tab of the proposal should include the contact information for three (3) similarly-sized governments with which the County may conduct site visits. Site visits references may be the same as references list in Section 4.13.

4.15 Response to Narrative Questions

The fourteenth tab of the proposal should include the proposer's response to the following narrative questions.

1. Based on information provided in this RFP and experience in working with other counties, what is the proposer's perspective on the most significant risks to this project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the project?
3. What is the earliest you can begin implementation after contract signing?
4. Please describe your organization's recommended approach toward retention of legacy data. Please describe what options are available / supported within your proposed solution. Also, please provide any relevant references of organizations that have successfully addressed legacy data with your solution.



5. What is the name and current release number of the product being proposed?
6. When will the next release be available?
7. How long does the typical implementation of the product being proposed take for an organization of similar size to the County?
8. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
9. What other applications will the product being proposed integrate with or have integrated with in the past?
10. What sets your firm's product being proposed apart from your firm's competitors?

4.16 Exceptions to Terms and Conditions

The fifteenth tab of the proposal should include any exception the Proposer takes to the terms and conditions set forth in this RFP. It is the County's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

4.17 Proposal Forms

The sixteenth tab of the proposal should include Attachment F – Receipts of Addenda Form and Attachment G – Statement of Non-Collusion Form.

4.18 Price Proposal

The Proposer's Price Proposal should be provided under separate cover from all tabs of the proposer's Technical Proposal. The Price proposal shall consist of three sections:

1. The completed Cost Proposal Worksheets as contained in Attachment C. Proposers shall not modify the worksheets in any way.
2. The proposer's standard travel and expense policy.
3. Agreement with Payment and Retainage Expectations as described below.

The County understands that there will be potentially three types of costs that are associated with procuring a new system: software licensing, implementation services and annual maintenance costs. The County expects all payment and retainage to be a topic during contract negotiations with the Preferred Vendor. In the following sub-sections, each type of cost is defined and the County's expectations for payments and retainage associated with these costs are described.

1. Software Licensing Cost

Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the proposer shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), are included for each price;
- Indicate whether a product is for "server" or "client," as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).

To the extent possible, the Proposer shall show any applicable discounts separately from the prices for products and services.

The County expects a milestone-based payment schedule for software licensing. Potential milestones including Project Kickoff, Initial System Implementation, System Configuration, Approval of Go-Live, and Acceptance of System.



Vendors shall describe their typical milestone-based payment schedule for software licensing as part of their Cost Proposal.

2. Implementation Services Cost

Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as “not to exceed” estimates and the County will be charged for services as incurred.

The County expects a payment schedule for implementation services costs on a monthly basis that does include a retained amount as a “hold-back.” The County expects to release this retained amount at the acceptance of each implementation phase.

Vendors shall describe their typical implementation services payment schedule that includes a retained amount and the percentage of that amount.

Costs for the proposed solution should be submitted on the Cost Worksheet (Attachment C). It is important to note the following:

- The County will not consider time and materials pricing. Proposers shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other;
- The proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;
- In the event the product or service is provided at no additional cost, the item should be noted as “no charge;”
- In the event the product or service is not being included in the proposal, the item should be noted as “No Bid;” and,
- Proposer shall make clear the basis of calculation for all fees.

All travel expense costs must be included in the proposer’s fixed price cost. The County will not make a separate payment for reimbursable expenses. The County shall not be liable for additional travel costs incurred due for any reason outside the County’s control.

3. Annual Maintenance Cost

Annual maintenance costs include the annual maintenance and support fees for the application environment. The County does not expect to pay maintenance fees on functional areas until County sign-off has been provided. In addition, the County does not desire to pay maintenance fees operation for one year after accepted go-live.

The County desires software maintenance costs will not increase in the first five years upon live operation. The County is interested in vendors submitting a cost option based on a lump-sum payment for five years of maintenance.

Vendors shall indicate their typical payment schedule for annual maintenance costs including their willingness to meet the County’s expectations.



5.0 Contract Terms and Conditions

5.1 Contract Term

The Agreement shall be effective upon the date the Agreement is signed by both the County and the Contractor and expire upon completion of the services covered by the Agreement. This Agreement may be terminated by the County or the Contractor upon thirty (30) days' written notice of such termination. In the event of termination of the Agreement, there shall be no further obligation on the part of the County to the Contractor save and except for payment of sums due and owing for County-approved expenses and work incurred by the Contractor prior to the date of termination.

5.2 Performance Review

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

5.3 Taxes and Taxpayer Information

The County is exempt from paying local, state, or federal taxes.

5.4 Federal Requirements

The vendor must comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

5.5 County Property

The use of any and all County property must be approved in advance.

5.6 Warranty

A warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process. Warranty period will not begin until acceptance of software modules or sub-systems by the County.

5.7 Source Code

Contractor shall place source code for the software modules licensed by the County in escrow with an independent third-party (with whom a separate escrow agreement will be entered into by County at no additional cost to the County). The source code shall be kept current with the releases / version of the software in live use at the County. The source code shall revert to the County for the County's use if the Contractor files for bankruptcy or protection from creditors in a court of law. The County shall then have full rights to use source code for any purposes other than resale.

Within thirty (30) calendar days of the Contractor's filing of bankruptcy or creditor protection or no longer supporting the software being licensed, the Contractor shall provide appropriate source code to the County. The same applies if the Contractor is merged or acquired and the software is no longer supported. Once the County obtains the source code, it shall be a perpetual license, and there shall not be any additional fees due, even if additional licenses are deployed.



5.8 Insurance Requirements

Contractor shall not commence operations or services under the Contract Documents until Contractor has obtained, at Contractor's own expense, all of the insurance as required hereunder and such insurance has been approved by the County; nor shall Contractor allow any subcontractor to commence operations or services under any subcontract until all insurance required of the subcontractor has been so obtained and approved by the County. Approval of insurance required of Proposer and subcontractors will be granted only after Contractor has submitted to the County original certificates of insurance and required endorsements evidencing the required liability insurance, signed by authorized representatives of the insurers.

All insurers underwriting Contractor's and subcontractor's insurance must be allowed to do business in the State of Delaware and acceptable to the County. The insurers must have a Best's Financial Strength Rating of "A-" or better, and a Financial Size Category of "Class VII" or higher, unless the County grants specific approval for an exception.

Liability insurance as required hereunder shall be in force throughout the term of the Contract Documents, including all extensions, except for any coverage required to be maintained after termination of the Contract Documents. Original certificates of insurance signed by authorized representatives of the insurers or, at the County's request, certified copies of insurance policies, evidencing that the required liability insurance is in effect, shall be maintained with the County throughout the term of the Contract Documents, including all extensions, except for any coverages required to be maintained after termination of the Contract Documents.

During the term of the Contract Documents, Contractor shall require all subcontractors to maintain commercial general liability insurance, business auto liability insurance and workers compensation and employers liability insurance to the same extent required of Proposer in 5.14 A,, 5.14 B and 5.14 C herein. Contractor shall furnish subcontractor's certificates of insurance and required endorsements to the County.

All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the County. For cancellation due to non-payment of premium, ten (10) days prior written notice is due to the County. Therefore, a copy of the endorsements to the required policies that confirm the insurer is obligated to send notice to County as required herein, must accompany all certificates of insurance.

No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon either or both of them by the provisions of this Contract Documents.

If the Contractor or any subcontractor does not meet the insurance requirements of the Contract Documents, the Contractor shall forward a written request to the County for a written waiver of the insurance requirement(s) not met or written approval of alternate insurance coverage or self-insurance arrangements. If the County denies the request, Contractor or subcontractor must comply with the insurance requirements as specified in the Contract Documents. Nothing herein shall be construed to permit the lapse of any insurance coverage as required.

If Contractor fails to provide evidence of required liability insurance as stipulated, the County shall be permitted, without prejudice to any other right or remedy, to obtain equivalent insurance to protect the County's interest, at the Contractor's expense and a change order shall be issued to adjust the Contract Documents price accordingly. The County shall have the right to order the Contractor to stop work hereunder, and/or withhold any payment(s) which become due to the Contractor hereunder until the Contractor demonstrates compliance with the requirements hereof.

Any deductibles or retentions of \$5,000 or greater shall be disclosed by the Contractor, and are subject to the County's written approval. Any deductible or retention amounts elected by the Contractor or its subcontractors or imposed by the Contractor's or subcontractor's insurer(s) shall be the sole responsibility of the Contractor or its subcontractors and are not chargeable as expenses.



If the County is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the County, then the Contractor shall bear all reasonable costs properly attributable thereto.

The County reserves the right to review the insurance requirements herein during the effective period of the Contract Documents, including any extensions or renewal of the Contract Documents, and to modify insurance coverage and their limits when deemed necessary and prudent by the County, based upon changes in statutory law, court decisions, or circumstances surrounding the Contract Documents. In no instance will the County allow modification whereupon the County may incur increased risk.

Contractor shall purchase the following liability insurance coverages for not less than the limits specified below or required by law, whichever is greater:

A. Commercial general liability insurance which insures against claims for bodily injury, property damage, personal and advertising injury arising out of or in connection with any operations or Work under the Contract Documents, whether such operations are by Contractor, its employees or subcontractors or their employees. The minimum limits of liability for this insurance are as follows:

1. \$1,000,000 combined single limit – each occurrence;
2. \$1,000,000 personal and advertising injury;
3. \$2,000,000 combined single limit – general aggregate; and
4. \$2,000,000 combined single limit – products/completed operations aggregate.

This insurance shall include coverage for all of the following:

1. Any general aggregate limit shall apply per project;
2. Liability arising from premises and operations;
3. Liability arising from actions of independent contractors or subcontractors;
4. Liability arising from products and completed operations with such coverage to be maintained for three (3) years after termination of the Contract Documents;
5. Contractual liability including protection for Contractor from bodily injury and property damage claims assumed under the Contract Documents;
6. Additional insured endorsements that name County and its elected and appointed officials, agents and employees, that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together) or their equivalent;
7. ISO Endorsement CG 20 01 04 13 “Primary and Noncontributory – Other Insurance Condition” or its equivalent; and
8. Endorsement naming County and its elected and appointed officials, agents and employees on ISO Endorsement CG 24 04 “Waiver of Transfer of Rights of Recovery” or its equivalent.

Additional insured endorsements shall include coverage for County for County’s general supervision of the Work. A copy of the endorsements(s) referenced in numbers 6, 7 and 8 above must accompany any certificate of insurance provided by to County.

B. Business auto liability insurance with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of:

1. The maintenance, use or operation of any auto; and
2. Contractual liability including protection for Contractor from bodily injury and property damage claims assumed under the Contract Documents.



This insurance shall include an endorsement naming County and its elected and appointed officials, agents and employees on ISO Endorsement CA 04 44 "Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)" or its equivalent.

C. Workers compensation insurance with statutory benefits as required by any state or Federal law, including standard "other states" coverage and employers liability insurance with minimum limits:

1. \$1,000,000 each accident for bodily injury by accident;
2. \$1,000,000 each employee for bodily injury by disease; and
3. \$1,000,000 policy limit for bodily injury by disease.

The minimum limits may be satisfied with a combination of employers liability and umbrella excess liability insurance. This insurance shall include DCRB form WC 00 03 03 "Waiver of Our Right of Recovery from Others Endorsement", or its equivalent naming County and its elected and appointed officials, agents and employees on the schedule therein. A copy of this endorsement must accompany any certificate of insurance provided to County.

D. Professional liability insurance which insures against errors and omissions in rendering or failure to render professional services required under the Contract Documents. Certificates of insurance shall evidence a retroactive date no later the earlier of the date of Contract Documents or the commencement of professional services under the Contract Documents. The minimum limits of liability for this insurance are as follows:

1. \$5,000,000 - Each Claim Made; and
2. \$5,000,000 - Annual Aggregate.

E. Insurance provided to the County and its elected and appointed officials, agents and employees under Contractor's or subcontractor's liability insurance required herein, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance.

F. If any liability insurance purchased by Contractor or by any subcontractor has been issued on a "claims made" basis, Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor (or subcontractor) must either:

1. Agree to provide certificates of insurance to the County evidencing the above coverages for three (3) years after the date of termination of the Contract Documents, such certificates shall evidence a retroactive date no later than the beginning of any services under the Contract Documents; or
2. Purchase an extended (minimum three (3) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination of the Contract Documents, and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of any services under the Contract Documents.

G. Employee Dishonesty insurance coverage for employee theft in the amount of not less than two million dollars (\$2,000,000) with respect to any one occurrence. This insurance shall include and endorsement for "Clients' Property" ISO CR 04 01, or its equivalent.

H. Contractor's Property Insurance

Contractor shall be responsible for any and all loss of or damage to the property, equipment and/or materials owned by Contractor or any subcontractors or their respective officers, directors, partners or employees or for which they are legally liable and any consequential loss of income or extra expense that results from such loss or damage. Contractor or any subcontractors may purchase insurance to protect their interests for such property (including any consequential loss of income or extra expenses).

To the fullest extent permitted by law, Contractor shall waive any and all rights against the County and its elected and appointed officials, agents and employees for any and all loss of or damage to Contractor's



property, equipment and materials (including any consequential loss of income or extra expenses). Contractor shall also require that subcontractors also waive any and all rights against the County and its elected and appointed officials, agents and employees for loss of or damage to subcontractor's property, equipment and materials (including any consequential loss of income or extra expenses) in all subcontract agreements. Any property insurance policies maintained by Contractor and any subcontractors shall permit such waivers of subrogation by endorsement or otherwise.

All notices shall be given to the County at the following address:

Sussex County
2 The Circle
P.O. Box 589
Georgetown, DE 19947

5.9 Conflict of Interest

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations relating to conflicts of interest. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Contractor of all benefits of the Contract; ii) the retainage by County of all services performed by Contractor and iii) the recovery by County of all consideration, or the value of all consideration, paid to Contract pursuant to the Agreement.

5.10 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the Proposer must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

5.11 Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the County Assessment Director or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

5.12 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.

5.13 Contract Terms

The following contract terms, or similar, are expected to be included in any eventual contract. These terms are not considered negotiable:

To the fullest extent permitted by applicable law, the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the County, any other party indemnified hereunder, the Contractor, or any third party.

To the fullest extent permitted by applicable law, the Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the County, its officers, agents, and



employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the County, any other party released hereunder, the Contractor, or any third party.

5.14 Hold Harmless

The Contractor shall hold and save the County and its officers, agents, servants/employees harmless from liability of any patented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the County.

5.15 Statutory Information

This Agreement shall be construed in accordance with the laws of the State of Delaware. Any litigation between the parties arising out of, or in connection with the contract shall be initiated in the court system of Sussex County in the State of Delaware.

All project participants, consultants, engineers and Contractors must comply with all applicable federal, state and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitting proposals are revocable if contrary to law.

5.16 Assignment or Subcontract

The Contractor shall not assign the executed Agreement, or any interest arising therein, without the written consent of the County, at least thirty days prior to the proposed assignment.

5.17 Non-Discrimination Clause

During the performance of this Agreement, the Contractor 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 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.

The Contractor agrees to comply with the Americans with Disabilities Act, as amended or Section 504 of the Rehabilitation Act of 1973, as amended and shall not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the County from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.

5.18 Laws

The Contractor will comply with all applicable local, state, and Federal laws, ordinances and regulations in the performance of the Agreement. The Contract will comply with and be governed by all laws of the State of Delaware. Any violation shall constitute a material breach of the executed Agreement. The contractor and County agree that all performance and payment made pursuant to the agreement shall be deemed to have occurred in Sussex County, Delaware and that exclusive venue for any claims, suits, or any other action ongoing from or connected in any way to the agreement or the performance of the agreement shall be in Sussex County, Delaware.

5.19 Standards of Conduct

Use of County equipment, facilities and resources is authorized only for County purposes and as authorized by



County ordinance and policy.

- Employees are not permitted to use County equipment to run errands or perform tasks for a contractor's benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on County time.

5.20 Waiver of Attorney Fees

By executing this Agreement, Contractor agrees to waive any claim it has or may have in the future against the County, regarding the award of attorney's fees which are in any way related to the Agreement, or the construction, interpretation, or breach of the Agreement.



Forms

See MS Word document "*Sussex County DE CAMA RFP - Forms.docx*"

Attachment A – Reference Form

Attachment E - Ownership of Deliverables Form

Attachment F – Receipts of Addenda Form

Attachment G – Statement of Non-Collusion Form



Worksheets

See MS Excel spreadsheets “Sussex County DE CAMA RFP - Requirements Worksheets.xlsx” and “Sussex County DE CAMA RFP – Cost and Resource Hour Worksheets.xlsx”

Attachment B – Functional and Technical Requirements/Capabilities

Attachment C – Cost Worksheet

Attachment D – Resource Hours Worksheets