REQUEST FOR PROPOSAL

PURCHASE & IMPLEMENTATION OF IT SERVICE MANAGEMENT SOFTWARE-AS-A-SERVICE FOR SCOTT COUNTY

Due on

December 11, 2014 by 2:00 p.m.
SCOTT COUNTY BUDGET/PURCHASING
REQUEST FOR PROPOSALS

THIS REQUEST IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY SCOTT COUNTY WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH THE ACCOMPANYING SPECIFICATIONS.

SPECIFICATIONS FOR: Purchase and Implementation of IT Service Management Software-as-a-Service

DUE DATE: December 11, 2014 at 2:00 p.m.

CONTRACT PERIOD: Beginning tentatively March 2015

SUBMIT PROPOSALS BEFORE PROPOSAL OPENING TIME TO:

Jennifer Schultz, Procurement Manager
Scott County, Government Center
200 Fourth Avenue West
Shakopee, MN  55379-1220

PROCUREMENT MANAGER NAME & PHONE:

Jennifer Schultz; 952.496.8568
jschultz@co.scott.mn.us

STANDARD TERMS AND CONDITIONS:

Enclosed in Proposal

SPECIAL TERMS AND CONDITIONS:

The successful vendor shall be required to agree to Scott County standard terms and conditions (see exhibit A)
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REQUEST FOR PROPOSALS

1.0 GENERAL INTENT OF THE REQUEST FOR PROPOSALS

1.1 This request for proposals (RFP) outlines the nature and scope for the purchase and implementation of IT Service Management Software-as-a-Service (SAAS) for Scott County, 200 Fourth Avenue West, Shakopee, Minnesota.

1.2 Pursuant to Minn. Stat. §§ 382.18; 471.87 and 10A.07, no county official, deputy, clerk or employee may be directly or indirectly interested in any contract or business in which the county is a party and no public officer may have a personal financial interest in a contract, or benefit financially from a county contract.

1.3 Thus any vendor or vendor with principals, spouses of principals, or any other stakeholders who are also employed by Scott County, shall be deemed not eligible to submit proposals on this project. The County reserves the right to disqualify any proposal that it determines does not comply with the law, policies of the County or creates a conflict, or the appearance of a conflict, of interest for the County.

2.0 PROJECT BACKGROUND

2.1 Background

Scott County plans to acquire and implement a new IT Service Management solution in early 2015. The tool will replace an obsolete version of Infra, our current help desk ticketing solution. Importantly, the tool will be used to improve business-IT alignment by driving best practices in IT management based on the ITIL framework. The implementation will take place in the context of a broader transformation of the IT department and function at Scott County.

3.0 PROJECT SCOPE

The goal of this RFP is to select an IT Service Management SAAS solution for Scott County. If it is determined that an implementation partner is needed, one will be selected simultaneously.

The new tool will be used by all Scott County employees, including approximately 35 IT employees and 820 end users. In addition, Scott County relies on various vendors for other SAAS solutions and IT services, and the solution needs to support the interaction with these third parties. Finally Scott County has external customers such as city police departments that will use the tool.

Preliminary vision of scope for tool acquisition and implementation (Phase 1) is:
4.0 PROPOSAL CONTENT

NOTE: It is to our mutual advantage for a vendor's proposals to be as thorough and detailed as possible so that the County may properly evaluate capabilities to provide the required services. Any additional information, services, or refinement of work efforts that will assist in the completion of this initiative can be added to any submittal.

4.1 Required Information

The proposal should consist of the following information in the outline indicated.

4.1.1 General Information

Identify the following information about your company and product:

- Company Name
- Address
- Telephone Number
- Fax Number
- E-mail Address
- Name of Single Point of Contact
- Name of person with binding authority to enter into contracts
- Name of product
- Current release of product
- Release date of product that customer would implement in 1H2015

4.1.2 Background

4.1.2.1 Provide a history of your company and the proposed solution. For how many years has your company offered an IT Service Management solution? When did you start offering Software-as-a-Service?

4.1.2.2 What are your annual revenues? How are they split between software versus service?
4.1.3 Personnel

4.1.3.1 Describe your internal professional staff available for development, training, implementation, and technical and end user support services. Include headcount by discipline and the team’s qualifications, experience and geographic location.

4.1.3.2 Identify and describe your recommended partner for services such as implementation consulting and training. How is quality control of the partner offering accomplished?

4.1.4 Qualifications Statement

4.1.4.1 Describe general characteristics that differentiate your company from others in the industry. Include any special advantages your services and system provides.

4.1.5 Customer Base and Customer Engagement

4.1.5.1 Please provide information on the number of completed deployments of your SAAS offering as set out below:

<table>
<thead>
<tr>
<th></th>
<th>1-49 IT users</th>
<th>50-249 IT users</th>
<th>250+ IT users</th>
</tr>
</thead>
<tbody>
<tr>
<td>out-of-the-box implementation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>limited custom workflow and configuration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>complex implementation</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.1.5.2 How many government deployments do you have? Of this number, how many have under 50 IT users?

4.1.5.3 What is your customer retention rate?

4.1.5.4 Do you have user groups?

4.1.5.5 How do you input on functionality to be included in future releases?

4.1.5.6 Describe your user number true-up and true-down processes / user audit approach.

4.1.6 References

4.1.6.1 Provide a list of three (3) references where you SAAS solution is deployed and where you or your recommended partner has been the primary implementation consultant. These references should meet the following criteria:

- no more than 35 named or 25 concurrent IT users
• out-of-the-box implementation
• low level of maturity in IT service management processes
• at least 1 government reference if it can meet the criteria above.

We would prefer references in relatively close proximity to our location. Include contact information as described in Attachment A.

4.1.7 **Technical Characteristics of the Solution**

4.1.7.1 Describe:
  • technology architecture including a visual diagram
  • how you provide redundancy
  • business continuity plan
  • standard and higher tier SLAs

4.1.7.2 What are your supported products and versions for the following components:
  • server
  • database
  • client
  • operating system

4.1.7.3 What browsers and versions are currently compatible with your solution? Please include backward browser compatibility. How do you stay current with browser versions? Do you have an application for mobile devices?

4.1.7.4 Please confirm that there is zero footprint on local clients.

4.1.7.5. What is your process for delivering new releases, upgrades, patches and hot fixes? Describe how changes are moved from test to production.

4.1.7.5. Are clients provided with a test environment? Is there a separate charge for a test environment?

4.1.7.7. What are the skill sets for which a customer needs to plan to manage your tool effectively from a system administration standpoint? Please consider initial setup, ongoing maintenance and upgrades.

4.1.7.8 Can clients with appropriate security access the data via ODBC and/or web services API?

4.1.7.9 What are the system’s import/export capabilities?

4.1.7.10 What APIs are available to connect to other applications?

4.1.7.11 What native integrations to other tools are available?

4.1.7.12 Are you SAS 70 Type II certified?
4.1.7.13 Do you recommend use of an implementation consultant for an out-of-the-box implementation at a small company? If so:

- For your in-house implementation service:
  - Do you have a methodology specific to this type of customer?
  - Describe the methodology briefly.
  - How many times has the methodology been applied successfully?
  - Provide a sample implementation plan.

- For your recommended implementation partner:
  - Who is it?
  - Do they have a methodology specific to this type of customer?
  - Describe the methodology briefly.
  - How many times has the methodology been applied successfully?
  - Provide a sample implementation plan.
  - How do you achieve quality control over your partner(s)?

4.1.7.14 Where do you see the largest challenges for small companies implementing your product out-of-the-box? What are the common areas where companies find that they can’t remain out-of-the-box?

4.1.7.15 Describe the types of documentation your company provides with and within the system. Examples would include documentation to help through the initial implementation process, training materials for system administrators, IT and end users, and ITIL process documentation.

4.1.7.16 Provide a description of your support plan offering including SLA data as well as pricing.

4.1.7.17 Provide a complete and detailed process customers would follow in the following situations:

a. Reporting a problem with the software
b. Obtaining instruction/clarification on a specific system feature
c. Requesting customized reports or services
d. Requesting and arranging an increase/decrease in the number of users

4.1.7.18 Provide a copy of your standard SaaS contract boilerplate. Also, provide any objection to the County’s standard terms and conditions Exhibit A.

4.1.7.19 Costs should be provided in Exhibit E CLICK HERE. Cost Proposal is divided into two parts. Part 1 is for Phase 1 as described in section 3.0 Scope of Work. Part 2 is for future phases. Cost data should be entered in Exhibit E CLICK HERE and includes the following information:
<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Future Phases</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core software and user licensing (per year)</td>
<td>additional software and user licensing</td>
</tr>
<tr>
<td>Ancillary software licensing requirements</td>
<td>Ancillary software licensing requirements</td>
</tr>
<tr>
<td>Implementation Consulting Services</td>
<td>Implementation Consulting Services</td>
</tr>
<tr>
<td>System Administrator Training (2 FTEs)</td>
<td>IT and End User Training</td>
</tr>
</tbody>
</table>

Assumptions:

- all 35 IT employees are users
- 820 end users
- numerous vendors (IT service providers) and external customers (city police departments) as users
- no growth in user numbers in the future
- out-of-the-box implementation
- IT and end user training

4.2 Specifications

4.2.1 Scott County requirements are detailed in Exhibit D click here. Please respond fully to each required item in the column indicated. Omissions and/or incomplete answers will be deemed non-responsive. Keep in mind that Scott County is interested in out-of-the-box capabilities.

5.0 CONDITIONS FOR PROPOSAL SUBMITTAL

5.1 Proposal Format

The proposal should be submitted on 8-1/2" x 11" soft bound sheets. Include one (1) original and 10 copies. Exhibit D Specifications and Exhibit E Cost Proposals must also be submitted electronically via email to jschultz@co.scott.mn.us and on a CD ROM or thumb drive as a part of proposal submission.

5.2 Pre-submission Meeting

A pre-submission meeting will be held on Monday, November 24, 2014 at 9:00 a.m. at the following location:

Scott County Government Center
200 Fourth Avenue West
Shakopee, MN
County Board Conference Room
2nd Floor

Attendance at the pre-submission meeting is not mandatory to submit a proposal. If you need conference call access for the pre-submission meeting, please email Jennifer Schultz @jschultz@co.scott.mn.us no later than 10:00 a.m. on Friday, November 21, 2014 to request conference call information.

5.3 Questions

Vendors are asked to submit questions related to the specific project requirements and contents of proposal in writing by 4:30
p.m. on Wednesday, November 26, 2014 to:
Jennifer Schultz
Procurement Manager
Scott County
200 Fourth Avenue West
Shakopee, MN 55379
jschultz@co.scott.mn.us

Questions may be faxed: (952) 496-8551 or emailed to jschultz@co.scott.mn.us. Written responses to all questions received will be furnished through an addendum to all vendors by Tuesday, December 2, 2014 by 4:30 p.m. Written addendum to the RFP addressing questions will be posted on the Scott County website at www.co.scott.mn.us. No oral questions will be entertained prior to or after the deadline for written questions specified above. Vendors are cautioned not to contact any Scott County staff directly. Evidence of such contact may be cause for rejection of proposal.

5.4 Proposal Submission/Deadline

Vendors are required to submit ten (10) copies of their proposal (one (1) original and nine (9) copies) by Thursday, December 11, 2014 at 2:00 p.m. to the follow address:

Jennifer Schultz
Procurement Manager
Government Center
200 Fourth Avenue West
Shakopee, MN 55379-1220
952.496.8568

Late proposals will not be accepted and will be returned to the Vendor unopened.

Proposals must be endorsed with the signature of a responsible official having the authority to bind the offer or to the execution of the proposal. Each proposal must be submitted in a sealed envelope prominently marked on the lower left side as follows:

SCOTT COUNTY PURCHASE AND IMPLEMENTATION OF IT SERVICE MANAGEMENT SOFTWARE

PROPOSAL DUE DATE: no later than December 11, 2014 at 2:00 p.m.

COMPANY NAME:

Failure to do so may result in a premature opening of, post-opening of, or failure to open that proposal. Facsimile, oral, telephone, or telegraphic proposals are invalid and will not receive consideration.
5.5 Retention of Proposals

Upon submission, all proposals become the property of Scott County, which has the right to use any ideas presented in any proposal submitted in response to this RFP, whether or not the proposal is accepted.

6.0 PROPOSAL EVALUATION

6.1 Method of Award

The County of Scott considers the subject matter of this proposal to be a professional service. As a professional service it is not subject to the provisions of the County Local Government Budget/Purchasing Act and the award, if made, will not be subject to the provisions of that statute.

Although cost will be considered in the award process, emphasis will also be placed upon the quality of the service offered, experience factors, ability to satisfy form/fit/function, the competency of the prospective vendor, and outside references.

6.2 Cancellation of Award

The County reserves the right, without any liability, to cancel the award of any proposals, at any time before the execution of the agreement documents by all parties.

6.3 Evaluation Procedures

It is the intent of the County to review all proposals and judge the merit of those proposals in accordance with the general criteria outlined in 6.4 Criteria for Evaluation in this request. The ITSM Tool Selection Team will recommend a vendor and implementation partner which will result in an award and contract to provide the County with IT Service Management Software-as-a-Service.

Failure of the vendor to provide in the proposal any information requested in this RFP may result in disqualification of that proposal.

6.4 Criteria for Evaluation

We will recommend a vendor based on the following criteria:

6.4.1 Service Experience

- 6.4.1.1 Experience of Vendor
- 6.4.1.2 Presence on Gartner Magic Quadrant 2014 preferred
- 6.4.1.3 Similar Deployments
- 6.4.1.4 Vendor Stability
- 6.4.1.5 US presence
6.4.2 Ability/Compatibility

6.4.2.1 Tool and vendor expertise reflect best practices in service management according to ITIL
6.4.2.2 Vendor has a methodology for out-of-the-box implementations in small companies
6.4.2.3 Proven, current technology
6.4.2.4 Meets Scott County’s form/fit/function requirements
6.4.2.5 24/7 support
6.4.2.6 Response to specification checklist Exhibit D CLICK HERE.

6.4.3 Cost

6.5 Review/Selection Schedule

The following selection schedule has been established:

Distribution of RFP November 12, 2014
Pre-proposal Meeting November 24, 2014 at 9:00 a.m.
Deadline for written questions November 26, 2014 at 4:30 p.m.
Response to written questions December 2, 2014 at 4:30 p.m.
Proposal Due December 11, 2014 at 2:00 p.m.
Proposal Evaluation Due date through end of January 2014
Oral Presentations as Requested Tentatively 2nd week of January 2014
Selection of Vendor Second half January 2014.

6.6 Negotiation Procedures

The Scott County IT Service Management Tool Selection Team will evaluate each proposal based on the information furnished by the vendor and will make a recommendation. In responding to the Request for Proposals, the vendor is cautioned to address each of the evaluation factors in as much detail as possible and in the order that the factors are listed under Section 5.1, Proposal Organization.

6.7 Meetings with Finalists

Following evaluation, the County will select vendors to present a scripted demonstration and implementation workshop to the Scott County IT Service Management Tool Selection Team. Script will reflect detailed journey maps for Scott County and each implementation workshop will introduce a recommended implementation provider and cover recommended approach to an out-of-the-box implementation at a small company.
6.8 **Rejection of Proposals**

Scott County reserves the right to reject any (or all) proposal(s) based on the evaluation criteria contained in this RFP. The County also reserves the right to cancel or amend this RFP at any time. Any changes in the status of the RFP will be brought to the attention of all parties that have received the same.

7.0 **MISCELLANEOUS PROVISIONS**

7.1 **Contract Terms**

Proposals submitted in response to the RFP may become a part of any subsequent contract. If for any reason the selected vendor deviates in any way from previous proposed services, the County may reject the proposal and begin negotiations with another vendor.

7.3 **Provisions for Sub-contract**

Vendor shall not subcontract any portion of the work to be performed under this contract nor assign this contract without the prior written approval of the authorized agent of the County. Vendor shall provide the identity of any subcontractor(s) it intends to contract with and the services to be performed by said subcontractor(s). Vendor shall ensure and require that any subcontractor agrees to and complies with all of the terms of this contract and meets all requirements as if they were the primary contractor. Any subcontractor of Vendor used to perform any portion of this contract shall report to and bill Vendor directly. Vendor shall be solely responsible for the breach, performance, or non-performance of any subcontractor.

7.4 **Non-Discrimination**

The responding vendor must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, disability, or sexual orientation.

7.5 **Funding Restrictions**

The County reserves the right to reduce estimated or actual amount of services in whatever amount necessary without prejudice or liability to the County if funding is not available or if legal restrictions are placed upon the expenditure of monies for this category of service.

7.6 **Lobbying**

Any attempt to contact members of the various Divisions, County Board, or department heads involved or affected by the project, including second party contact, will result in immediate rejection of your proposal. Questions regarding this RFP must be forwarded in writing via e-mail, fax, or written letter to Jennifer Schultz, Procurement Manager, Government Center 218, 200 Fourth Avenue West, Shakopee, MN 55379-1220, jschultz@co.scott.mn.us
7.7 **Limitations**

Scott County will not be responsible for any costs incurred by applicants in preparing proposals.
EXHIBIT A: SAMPLE CONTRACT

THIS AGREEMENT, by and between Scott County, having its principal office for the transaction of business at 200 Fourth Avenue West, Shakopee, Minnesota 55379-1220, hereinafter referred to as "County", and [Vendor Name], having its principal office for the transaction of business at [Address], [City], [State] [Zip Code], hereinafter referred to as the "VENDOR".

Recitals:

1. The County has approved the concept of contracting an IT Service Management Software-as-a-Service for Scott County, and desires to retain the services of a competent XXXXX software Vendor; and

2. Vendor desires to provide this contract for services to the County according to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual undertakings and agreements contained within this contract, the County and Vendor hereby agree as follows:

1. Compensation and Terms of Payment
   a. Compensation

   Provider shall be compensated annually at the following rates for the following services:

   Total compensation under this agreement shall not exceed $

   b. Terms of Payment

   1) Provider shall submit duplicate invoices on an annual basis to the authorized agent of the County for payment of work completed. The authorized agent shall have the authority to review the invoices, and no payment shall be made without the approval of the authorized agent. Payments shall be made within thirty (30) days after receipt of invoices for services performed and acceptance of such services by the authorized agent of the County.

2. Condition of Payment

   All services provided by Provider pursuant to this agreement shall be performed to the satisfaction of the County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the County to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

3. Scope of Services

4. Effective Date of Contract

   This agreement shall be effective XXXXXX.
5. **Term of Contract**

This agreement shall remain in effect until or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

6. **Authorized Agents**

Scott County shall appoint an authorized agent for the purpose of administration of this agreement. Provider is notified of the authorized agent of Scott County as follows:

Ruthie Nunn

The County is notified the authorized agent for the provider is as follows:

[Insert name, address, phone number, etc.]

7. **County and State Audit**

Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by Provider for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County notifies Provider in writing that the records need no longer be kept.

8. **Indemnity**

Provider agrees to defend, indemnify, and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the provider, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Provider under this agreement. Provider shall, without additional compensation, correct or revise any errors or deficiencies in Provider's final reports and services.

9. **Insurance**

Provider shall not commence work under this agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to
approval of the County and shall be maintained by Provider until final completion of the work.

a. **Workers' Compensation**

1) State: Minnesota – Statutory
2) Employer's Liability with minimum limits of:
   - Bodily Injury by Accident: $100,000 each Accident
   - Bodily Injury by Disease: $100,000 each Employee
   - Bodily Injury by Disease: $500,000 policy limit
3) Benefits required by union labor contracts: as applicable

In the event Provider is a sole proprietor and has not elected to provide workers' compensation insurance, Provider shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the County before entering into the agreement.

b. **Commercial General Liability**

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

- $2,000,000 Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Personal Injury & Advertising Injury
- $1,000,000 Occurrence
- $100,000 Fire Damage Limit
- $5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

c. **Commercial Auto Liability**

Automobile Liability should include Hired and Non-Owned, and the County should be named as an additional insured.

Minimum limits of liability shall be:

If split limits: $1,000,000 each person/$1,000,000 each occurrence

$1,000,000 each occurrence for Property Damage

If combined single limit: $1,000,000 per occurrence

def. **Proof of Insurance**

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination and approval prior to the execution of the agreement, after which they shall be filed with County. The insurance certificate shall name the County as an additional insured and specifically provide that a certificate shall not be materially changed, canceled or non-renewed except upon sixty (60)
**days prior written notice to County.** Neither County’s failure to require or insist upon certificates, nor other evidence of a variance from the specified coverage requirements, amends Provider’s responsibility to comply with the insurance specifications.

10. **Subcontracts**

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the County. Provider shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

11. **Force Majeure**

County and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and the County.

12. **Data Practices**

Provider, its agents, employees and any subcontractors of Provider, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from the Provider’s unlawful disclosure or use of data protected under state and federal laws.

13. **Access to Premises**

The County shall arrange access as necessary to work sites for Provider for the purpose of performing the work described in this agreement.

14. **Termination**

This agreement may be terminated by either party, with or without cause upon 30 days written notice to Provider or the Authorized Agent of the County.

15. **Independent Contractor**

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the County and Provider. Provider is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the County. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for
federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

16. **Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to Provider at its address stated herein, and to the authorized agent of the County at the address stated herein.

17. **Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

18. **Successors and Assigns**

The County and Provider, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor Provider shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

19. **Equal Employment and Americans with Disabilities**

In connection with the work under this agreement, Provider agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of Scott County’s Equal Employment Opportunity and Americans With Disabilities Act Policy, attached hereto and incorporated herein as **Exhibit A** through both oral and written communications, that it supports this policy and that it will conduct its own employment practices in accordance therewith. Failure on the part of the Provider to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until Provider complies with the County policy, and/or suspension or termination of this agreement.

20. **Changes**

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.
21. **Severability**

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

22. **Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Provider relating to the subject matter hereof.
EXHIBIT B

POLICY STATEMENT

It is the policy of Scott County Government to provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A.

Scott County will not engage in any employment practices which discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status with regard to public assistance. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Further, Scott County fully supports incorporation of nondiscrimination rules and regulations into contracts and will commit the necessary time and resources to achieve the goals of Equal Employment Opportunity.

Any employee of the County who does not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor of the County not complying with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A, will be subject to appropriate contractual sanctions.

Scott County has designated the Employee Relations Director as the manager of the Equal Opportunity Program. These responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this program, as required by Federal, State, and local agencies. The Scott County Administrator will receive and review reports on the progress of the program. If any employee or applicant for employment believes he or she has been discriminated against, please contact the Scott County Employee Relations Director, Scott County Employee Relations, Government Center Room 201, 200 Fourth Avenue West, Shakopee, Minnesota 55379-1220, or call (952) 496-8103.

Gary L. Shelton  
Scott County Administrator  
1-7-14

Thomas J. Wolf  
Chair, Board of Commissioners  
1-7-14
EXHIBIT C

PROPOSAL FORM

SCOTT COUNTY IT SERVICE MANAGEMENT SOFTWARE-AS-A-SERVICE (SAAS)

PROPOSAL FORM

Addendum
Proposer hereby acknowledges receipt of the following addenda:

Addendum No: __________________ (if any)       Dated________________
Addendum No: __________________ (if any)       Dated________________

The undersigned hereby submit the following proposal for Scott County for IT Service Management Software-As-A-Service (SAAS):

Do you comply with the insurance requirements of the RFP, there will be no exemptions. Yes ☐ No ☐

By Name and Title (Please Print)

__________________________________________________________________________

__________________________________________________________________________

____________________________________________ / ________________________
Signature                                          Date

Proposer’s Payment Address: __________________________

__________________________________________________________________________

__________________________________________________________________________

Contact: ___________________________  Phone: ___________________________
Fax: ___________________________  E-Mail: ___________________________

Please indicate tax identification numbers as applicable to your organization:

MN Tax I.D. Number: ___________________________
Federal Employer I.D. Number: ___________________________
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Appendix A

Growth Requirements

1. Editable online Help Facility (end user facing)
2. Group and user driven layout and presentation
3. Embedded message functionality
4. Support for tiered SLA’s
5. Ticket Routing based on staff availability
6. Supports maintenance and service technician work order dispatching and assignment
7. Facility the recording and storage of Request for Changes (RFC) in an easily recognizable format
8. Facilitate the escalation of problems after pre-defined thresholds have been breached
9. Supports change approval routing
10. Captures rollout and backout plans
11. Display of forward schedule of changes
12. Provide the requestor with an entitlement-based view of the services they are authorized to request
13. Use of end user service catalog
14. Service Level Management integration
15. Search of indexed documents
16. Access of FAQ’s
17. Facilitate Incident Management in providing criticality and impact indicators for failed CIs for classification of incident records
18. Facilitate scheduled configuration audits
19. Track maintenance and lease information
20. System supports an external system triggering Service Request Tasks
21. Integration with inventory/discovery technologies (i.e. LANDesk, Microsoft, etc)
22. Integration with Configuration Management Systems or CMDB
23. Ability to customize end user screens
24. SSO available across applications
25. Uses SSO technology