



Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: November 29, 2012

Due: December 27, 2012, no later than 4:00 P.M. (Central Standard Time)

RFP #13-010-20

INFO HUB ARCHITECTURE

INFORMATION TECHNOLOGY SERVICES

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies or professionals to provide an Integrated Justice Information System. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 4:00 p.m. on Thursday, December 27, 2012**. Proposals should be addressed to:

Nelson Fowler, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 550
Memphis, TN 38103

The package containing an original proposal (clearly identified as original), one (1) copy on CD and eight (8) copies of your proposal must be sealed and marked with the proposer's name and "CONFIDENTIAL, INFO HUB ARCHITECTURE, RFP #13-010-20" noted on the outside.

Sincerely,

Nelson Fowler, Manager A
Shelby County Government
Purchasing Department

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ATTACHMENT A – ICJIS EXECUTIVE COMMITTEE CHARTER

Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from interested and qualified companies or professionals to install, configure and provide training on an enterprise service bus (ESB) solution (the “Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided. One successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have a minimum of five (5) years’ experience performing the work described in the RFP.
2. Have sufficient, competent and skilled staff, with experience in performing the Services and able to **pass a mandatory criminal background check before they are allowed entry onto the premises.**
3. Have all appropriate licenses and certification required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. **Apply** and **qualify** for a Vendors number and Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirement/ e. Selection Criteria*) **prior to submitting your response.**
5. Attest that you adhere to all Title VI requirements and provide proof/documentation if necessary.
6. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12). Proof and documentation of employment eligibility must be included with the proposal.
7. Attest that you adhere to the requirements of the “Living Wage Ordinance #328,” Section VI, Item I. (*A written statement of compliance must be provided with your response.*)
8. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a Vendors number an “Equal Opportunity Compliance” certification number.

You can access the online application to receive the numbers indicated above at www.shelbycountyttn.gov. At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application.

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Nelson Fowler, Manager A
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Mr. Nelson Fowler in writing at nelson.fowler@shelbycountyttn.gov or at the address listed above. Questions should reference the sections of the RFP to which the questions pertain and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be December 14, 2012 by 12:00 P.M. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.***

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County’s website at www.shelbycountyttn.gov within 48 hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **December 27, 2012 at 4:00 P.M. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances will this deadline be extended, regardless of weather conditions, transportation delays, or any other circumstance.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

Request for Proposals Released	November 29, 2012
Written Question Deadline	December 14, 2012 Noon (CST)
Proposal Due Date	December 27, 2012 4PM (CST)
Notification of finalists demonstrations	January 28, 2012
Finalist's demonstrations in Memphis	February 13-28, 2013 (If necessary)
Notification of Award	March 2013
Services to Commence	Immediately upon execution of the contract

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity

Proposals submitted hereunder will be firm for at least **one year (360 calendar days)** from the due date unless otherwise qualified. Equipment may be purchased in several stages due to the availability of funds.

G. Disclosure of Proposal Contents

The proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

H. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general Providers bidding on these

projects, or as separate bids issued by the County for subcontracts that may be assigned to general Providers.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business sub-Providers and/or suppliers in the contract award.

(vi) Failure by a supplier or Provider to include locally owned small business sub-Providers or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or Provider can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general Providers meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

I. Living Wage

Shelby County Government Ordinance #328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

Prevailing Wage – Any firm, individual, partnership or corporation awarded a contract by the COUNTY for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of \$500,000 and any subcontractors of such public work or project in excess of \$100,000 (“Recipient”) shall be required to pay local prevailing wages and benefits for laborers, mechanics, or other listed classifications as defined by the Tennessee Department of Labor. The prevailing wage rate shall be the most current State of Tennessee prevailing wage established by the Tennessee Department of Labor For Region 1 (Shelby Memphis and West Tennessee Building and Construction Trades Council, except as at the time that the project is awarded. In instances where Prevailing wage applies, Prevailing Wage will override the Living Wage requirement.

J. Non-Discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

VII. GENERAL REQUIREMENTS AND INFORMATION

A. iCJIS Project

In 2010 the Shelby County Criminal Justice Coordinating Council (CJCC), chaired by then Sheriff Mark Luttrell (now Mayor of Shelby County Mark Luttrell) and composed of representatives from all the elected officials within the Shelby County Criminal Justice community, formed an IT Steering sub-Committee to explore the process of procuring a new, integrated criminal justice information system. Chaired by the Shelby County Criminal Justice Coordinator, this committee solicited a Technology Assessment from the IJIS Institute¹ and an Integrated Justice Information Assessment from the National Center for State Courts (NCSC)². Upon reviewing the recommendations of both agencies, Shelby County

¹ Report available online http://www.ijis.org/_publications/ta_reports.html

² Report available online <http://www.ncsc.org/topics/technology-planning-acquisition/resource-guide.aspx>

decided to pursue the purchase and implementation of an Integrated Criminal Justice Information System. The integrated system will include a new Court Case Management System to support the criminal courts, a single Offender Management System for the Jail and the Correction Center, and a Case Management System for the Public Defender's Office. Additionally, the integrated system will establish the new standard for data exchanges with existing and future local, state and federal criminal justice related systems and for justice data access. The CJCC IT Steering sub-committee has since become the iCJIS Executive Committee³, tasked with providing guidance and oversight to this project and directing the activities of the appointed iCJIS Project Director.

The iCJIS Executive Committee has established the following vision for justice system integration within Shelby County:

- Enables users with the appropriate levels of access to request criminal information at any time from any place and to receive complete and accurate information in a timely manner
- Promotes efficient administration of individual criminal justice functions
- Creates a distributed, protected and trusted environment for data sharing
- Provides mechanisms to permit criminal justice agencies at all levels to share data based on common standards and practices
- Supplies capabilities to discover and link justice information on a countywide basis, including detecting relationships among people, places, things, and events
- Leverages applications and networks currently utilized by participating agencies
- Enhances strategic decision making capabilities through improved access to relevant data
- Ensures the availability of current, valid statistical information to support monitoring and assessment of the Shelby county criminal justice system
- Supports proactive caseload management and heightened accountability relative to state and federal guidelines and procedures
- Improves public safety in a cost effective manner

In recent months, three (3) RFPs have been let as part of the overall iCJIS project.

1. RFP 12-006-66 – Public Defender Case Management System
2. RFP 13-007-04 – Offender Management System
3. RFP 13-008-07 – Court Management System

Selections will be made for all four (4) iCJIS RFPs (including the current ESB RFP) by the iCJIS Executive Committee at the same time so that the best “total solution” can be designed.

³ The iCJIS Executive Committee Charter is included with this RFP as Attachment A.

Subsequent to selection of an ESB, Shelby County will issue one more RFP under the iCJIS project. This RFP will request integration service providers to propose using the newly installed ESB to implement information exchanges, federated query capabilities, and a public portal (collectively referred to as the “Info Hub”). The vendor selected to install and configure the ESB **will** be eligible to submit a proposal to perform the aforementioned services.

The new Court Management System, Offender Management System and Public Defender Case Management System will not go live until all required data exchanges are completed. The new OMS, the Court Case Management System and the Public Defender CMS will be connected to the ESB and participate in the Info Hub.

B. System Architecture Standards

Key to the long-term success of the iCJIS project for Shelby County is development and adoption of comprehensive architecture. The envisioned Shelby County ICJIS architecture will provide a framework that leverages existing systems, processes, policies, and information to the maximum practical extent. It will reflect ongoing national standards initiatives, including the Global Reference Architecture (GRA) and the Global Federated Identity and Privilege Management (GFIPM) being developed by the Global Infrastructure/Standards Working Group (GISWG) and the Global Security and Privacy Group through the auspices of the US Department of Justice, and the National Information Exchange Model (NIEM) being addressed through the leadership of the US Department of Justice (DOJ) and the US Department of Homeland Security (DHS).

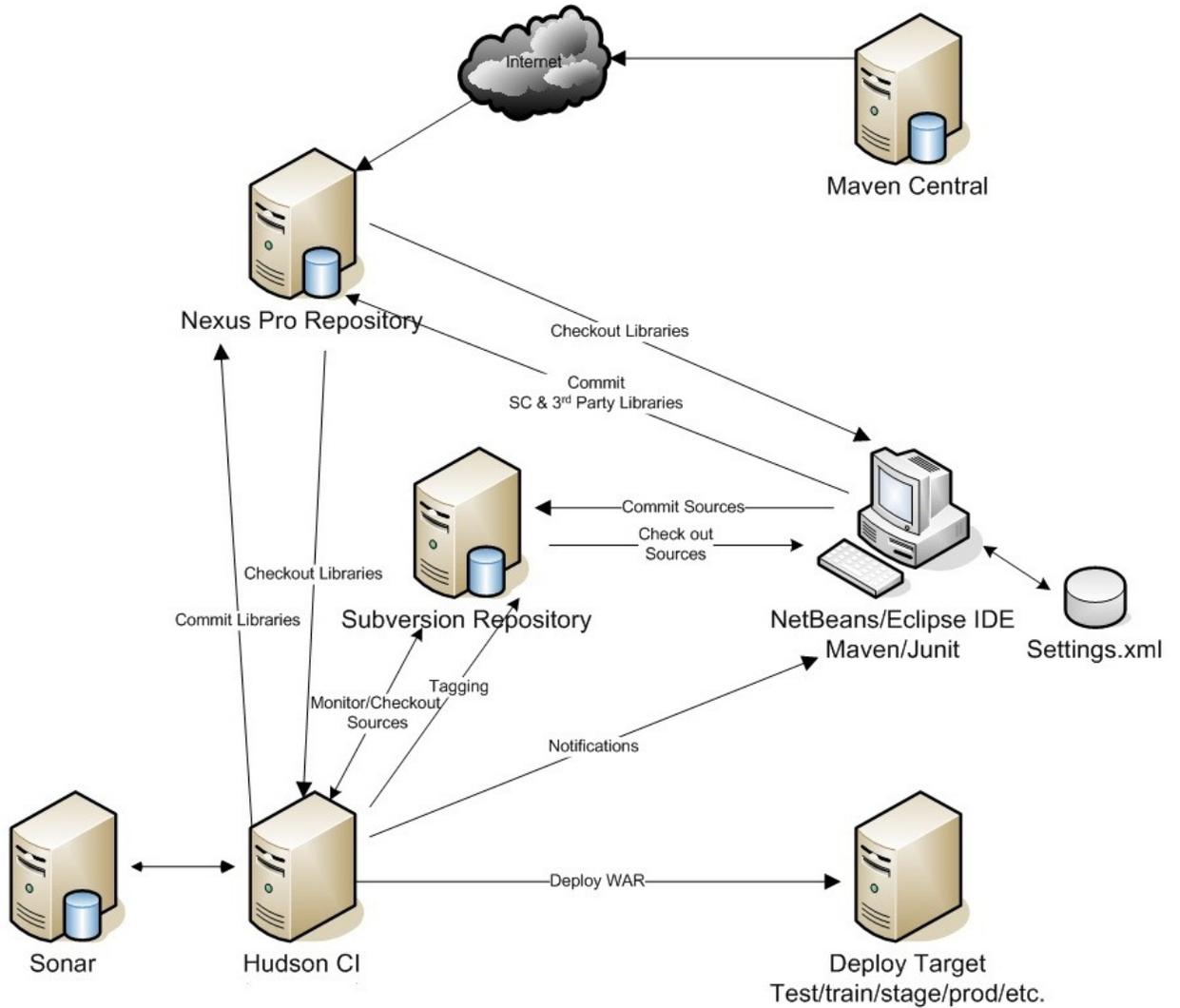
C. Current Shelby County Build Environment

The County desires that the proposed solution can integrate into the build environment used for software development. As described in Figure 1, the County’s build environment consists of:

1. The most commonly used IDEs (Integrated Development Environment) are Eclipse and Netbeans.
2. Apache Maven manages a project’s build, reporting and documentation
3. Sonatype Nexus is the software artifacts repository. It can also host project documentation such as Javadocs.
4. Subversion is used as a versioning tool for source code, files, and other software artifacts
5. Hudson CI is used for building and testing software projects continuously. Hudson will start the Sonar code analysis upon a successful build. In the case of web projects, it can also deploy to a test server. Once a build is completed, Hudson will commit the libraries to the Nexus repository.
6. Sonar is the tool used to manage source code quality. All code goes through a review process. In the case of web applications and services, this includes checking for such vulnerabilities as the [OWASP Top 10](#).⁴

⁴ OWASP Top 10 can be found at: https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project.

Figure 1: Current Shelby County Build Environment



D. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County’s personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

E. Project Time Frame

The County anticipates awarding the initial contract term by April 2013. The contract will not be negotiated until the Court CMS, Public Defender CMS, and Offender Management System vendors have been selected, which the County anticipates will occur in March 2013. The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed. The contract will include the first year's maintenance and support with an option to renew for five (5) additional one (1) year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties.

F. Reservation of Rights

The County reserves the right, for any reason, to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the proposer's books relative to the Accounts.

G. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in Section XII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. **Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.**

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

H. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At a minimum include at least three (3) other clients for whom the proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

I. Project Manager

The Proposer shall assign a project manager who has long term, successful experience on similar projects, of a similar size. The project manager, and his or her qualifications, shall be identified in the provider's proposal. The project manager shall be present for the product demonstration (if necessary) and must remain assigned to Shelby County throughout the contract period. The Proposer shall guarantee that the Project Manager included in the proposal shall be assigned to this project throughout the project term, unless they are no longer employed by the Proposer. Replacement of the project manager, if necessary, must have equal qualifications to those of the project manager originally identified and will require written approval by Shelby County.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

IX. PURPOSE/SCOPE OF WORK

The purpose of this procurement is to select the best-qualified proposer (hereinafter referred to as "Provider") and award a County-approved contract for professional services to satisfactorily complete all activities associated with the Services, which are described below.

This section details Shelby County's requirements for the ESB solution and provides a mechanism for proposers to describe whether and how their solution addresses the requirements. The table of requirements, with directions for completing it, is provided below.

Directions for Completing the Table

- "Response Code" column: The Response Code column is broken down into three (3) columns; "I" for Included, "C" for Customization, "N" for Not Included. Place an "X" in the appropriate cell beside the requirement. Every requirement should have an "X" in one of the three (3) columns.
- "Estimated Hours" to Customize column: If customization is needed, document the number of development hours.

A. ESB Requirements

No.	Requirement Functionality	Response Code			Estimated Hours to Customize
		I	C	N	
1	The ESB must be a Standards-based Enterprise Service Bus Vendor Response:				
2	The ESB must provide support for J2EE standards of service discovery Vendor Response:				
3	The ESB must provide support for WS 1.1 and 1.2 Vendor Response:				
4	The ESB must provide support for portlets to help user interaction Vendor Response:				
5	The ESB must provide support for UDDI Vendor Response:				
6	The ESB must support integration with ADFS Vendor Response:				
7	The ESB must support a service oriented architecture Vendor Response:				
8	The ESB must support a variety of protocol and application adapters				
8a	- Web Services (HTTP / HTTPS) Vendor Response:				
8b	- FTP Vendor Response:				
8c	- JMS / MQ Vendor Response:				
8d	- RDBMS Vendor Response:				
8e	- REST (HTTP / HTTPS) Vendor Response:				

No.	Requirement	Response Code			Estimated Hours to Customize
		I	C	N	
9	The ESB must support or provide connectivity to Advanced Messaging Queuing Protocol (AMQP) implementations for enterprise messaging. At a minimum, this should include email, SNMP Vendor Response:				
10	The ESB must support connectivity to HP Tandem Mainframe, legacy system Vendor Response:				
11	The ESB must provide the ability to authenticate users / messages (interaction with ID provider / ADFS / LDAP OK) Vendor Response:				
12	The ESB must provide support for data access policy enforcement Vendor Response:				
13	The ESB must provide the ability to utilize the assertions and claims in users' X509 certificates Vendor Response:				
14	The ESB must support Security Support network level access controls (services shall only be visible on pre-configured ports). The ESB shall not permit access through any covert channels Vendor Response:				
15	The ESB must provide tools to create and verify digital signatures Vendor Response:				
16	The ESB must support the certificate management infrastructure Vendor Response:				
17	The ESB must provide the ability to create adapter services without coding Vendor Response:				

No.	Requirement	Response Code			Estimated Hours to Customize
		I	C	N	
18	The ESB must support the interoperability with standards-based web services/API's implemented using products from other suppliers Vendor Response:				
19	The ESB must support the LDAP interface for Role-based authorization Vendor Response:				
20	The ESB must allow users to belong to multiple roles if the application so desires Vendor Response:				
21	The ESB must support DB Insert Listener; i.e., the ESB should, with the help of suitable components, be able to monitor databases to detect record insertions Vendor Response:				
22	The ESB must provide the ability to build Web Service listeners with minimal coding Vendor Response:				
23	The ESB must support File Listener Vendor Response:				
24	The ESB must provide support for query / response and mechanized information exchange patterns of interaction Vendor Response:				
25	The ESB must provide the ability to expose a web service as a portlet Vendor Response:				
26	The ESB must provide the ability to interact with public web services / portlets (weather etc.) Vendor Response:				
27	The ESB must provide the ability to handle multiple document formats				
27a	- Scanned PDF (additional plugins OK) Vendor Response:				

No.	Requirement	Response Code			Estimated Hours to Customize
		I	C	N	
27b	- NIEM XML Vendor Response:				
27c	- XML Vendor Response:				
27d	- CSV Vendor Response:				
27e	- Position Sensitive (this is important for files that do not have means of separating the fields) Vendor Response:				
28	The ESB must provide the ability to monitor external interfaces as well as interfaces built on the ESB for responsiveness, queuing issues, etc. The ESB should be able to generate alerts if deviations from specified parameters is detected Vendor Response:				
29	The ESB must support the guaranteed delivery of messages if external systems are not reachable. While this might not be the desired pattern when dealing with query / response applications, this is necessary for mechanized exchanges Vendor Response:				
30	The ESB must provide support for business applications to enforce access controls Vendor Response:				
31	The ESB must provide for performance monitoring tools that can be used with the product (built-in or 3 rd party) Vendor Response:				
32	The ESB must support error handling Vendor Response:				

No.	Requirement	Response Code			Estimated Hours to Customize
		I	C	N	
33	The ESB must support the ability to rollback a deployment of the application easily Vendor Response:				
34	The ESB must provide a simulation engine needs to identify potential process bottlenecks before a process is deployed Vendor Response:				
35	The ESB must provide the ability to assign downtime for specific process resources and its impact simulated Vendor Response:				
36	The ESB must provide the ability to simulate multiple processes at once Vendor Response:				
37	The ESB must support the configuration for 24x7x365 uptime Vendor Response:				
38	The ESB must provide support for Multiple Instances Vendor Response:				
39	The ESB must provide the capability to send alerts to notify team members of failed processes Vendor Response:				
40	The ESB must provide the ability to send alerts based on the non-receipt of files or messages Vendor Response:				
41	The ESB must support design flows using flow designer Vendor Response:				
42	The ESB must provide support for various flow constructs Vendor Response:				
43	The ESB must provide support for prioritization of messages Vendor Response:				

No.	Requirement	Response Code			Estimated Hours to Customize
		I	C	N	
44	The ESB must provide the ability to orchestrate business flows by combining existing business processes and services Vendor Response:				
45	The ESB must provide templates for commonly used Flow Patterns Vendor Response:				
46	The ESB must provide support for message retention policies (time-to-live, number of messages) Vendor Response:				
47	The ESB shall be compliant with security standards established by the PCI Security Standards Council for transmitting, processing, storing and accepting electronic financial transactions (credit/debit cards, ACH transfers, etc.) Vendor Response:				
Development Environment					
48	Please describe the support for Source Control Tools Vendor Response:				
49	The ESB must have the ability to search for code Vendor Response:				
50	Please describe the ability to debug a flow Vendor Response:				
51	The ESB must provide the ability to Step in / out of modules Vendor Response:				
52	The ESB must provide the ability to monitor variables Vendor Response:				
53	The ESB must provide the ability to build Web Services from WSDLs Vendor Response:				

No.	Requirement	Response Code			Estimated Hours to Customize
		I	C	N	
54	The ESB must provide the ability to build Web Services from POJOs Vendor Response:				
55	The ESB must provide the ability to dynamically introspect a running WS and generate client stubs Vendor Response:				
56	The ESB must support an Eclipse-based environment Vendor Response:				
57	The ESB must provide the ability to perform complex data mapping and transformations Vendor Response:				
58	The ESB must provide the ability for multiple users to design business process models concurrently Vendor Response:				
59	The ESB must provide the ability to copy a business process model Vendor Response:				
60	The ESB must provide the ability to import/export business process models from other standards-based modeling tools Vendor Response:				
61	The ESB must provide the ability to capture, store and/or utilize time-based triggers for initiating process events Vendor Response:				
62	The ESB must provide a Form designer to be included with BPM tool Vendor Response:				
63	The ESB must include out of the box portal execution environment Vendor Response:				

No.	Requirement	Response Code			Estimated Hours to Customize
		I	C	N	
64	The ESB must support the ability to abstract, encapsulate, and reuse business rules Vendor Response:				
65	The ESB must provide for decision trees supported by the business rules engine Vendor Response:				
66	The ESB must support the ability to effective date business rules Vendor Response:				
67	The ESB must support the ability to modify the process model without restarting the application Vendor Response:				
68	The Integrated Development environment should be compatible and work with the existing County Build Environment Vendor Response:				
Application Management					
69	The ESB must provide support for audit logging Vendor Response:				
70	The ESB must provide the ability to control audit levels Vendor Response:				
71	The ESB must provide ability to redirect audit logs to database, files, etc. Vendor Response:				
72	The ESB must provide the ability to manage audit log growth Vendor Response:				
73	The ESB must provide visual workflow with performance metrics Vendor Response:				
74	The ESB must provide monitoring network connections to remote-peer				

No.	Requirement	Response Code			Estimated Hours to Customize
		I	C	N	
	agencies and services Vendor Response:				
75	The ESB must provide a browser based administrative tool Vendor Response:				
76	The ESB must provide built in facilities for change control/management Vendor Response:				
77	The ESB must provide the ability to generate management reports and dashboards Vendor Response:				
78	The ESB must provide all actions recorded with user and timestamp Vendor Response:				
79	The ESB must provide for archival capabilities for application modules Vendor Response:				
80	The ESB must provide control access to protocol adapters Vendor Response:				
81	The ESB must provide control access to production environments Vendor Response:				
82	The ESB must provide support for versioning Vendor Response:				
83	The ESB must have the ability to be updated without disrupting existing flows Vendor Response:				
Analytics					
84	The ESB must provide the ability to export KPI into charting and graphing applications Vendor Response:				
85	The ESB must provide ability to select key business data or be logged to				

No.	Requirement	Response Code			Estimated Hours to Customize
		I	C	N	
	support KPI and Reporting needs Vendor Response:				
86	The ESB must provide support for alerting based on service level agreements Vendor Response:				
87	The ESB must provide the ability to export viewed results to Excel Vendor Response:				

B. ESB Installation

The proposer will provide installation services for three (3) environments (development, test and production) of the proposed solution. The County’s preferred installation environment is the current Windows Server and current Microsoft SQL.

C. Training

The County expects the proposer to designate staff to work with the County’s technical team related to system configuration and implementation. This will include (2 administrators and 4 developers):

- Providing technical training to County staff on administration of the selected ESB
- The development of new data exchanges
- Maintenance of existing data exchanges
- Backup and restoration
- Performing initial troubleshooting
- Determining technical support escalation path
- Performing password resets
- Executing fixes/workarounds for known errors
- Monitoring of the application, network and servers

X. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status.
 - a. Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider shall be an independent Provider over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider shall follow the desires of the County only as to the intended results of the scope of this Contract.
 - b. It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.
4. Termination Or Abandonment.
 - a. It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- i. The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
 - ii. The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
 - iii. The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.
 - b. The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the services specified under this Contract.
 - c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
 - d. All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
 - e. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.
5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-Providers. Upon the request of the other party, the subcontracting, assigning,

delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Provider to the Provider in connection with any work contemplated or performed relative to this Contract.
7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
8. Employment of County Workers.
 - a. The Provider shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.
 - b. Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance With Laws.

- a. If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
 - b. The Provider shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.
 - c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
 12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
 13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
 14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The

remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.
19. Incorporation Of Other Documents.
 - a. The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids, as well as, the Response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.
21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.
22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
23. Organization Status And Authority.
- a. The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
 - b. The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.
26. Source Code. The Provider, at no additional cost to Shelby County, shall place the entire set of source code for the proposed solution with an authorized escrow agent. Setting aside the software in an escrow account provides Shelby County a method of obtaining the software in the event the Provider ceases to market and support the proposed software. The Provider shall provide all information to Shelby County relevant to placing the software with an authorized escrow agent, ensuring the most recent version of the software is in escrow within 10 working days of issuance of a new major or minor release of the solution.

B. Indemnification and Insurance Requirements

1. Responsibilities For Claims And Liabilities.
 - a. The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-Providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
 - b. The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

- c. The County has no obligation to provide legal counsel or defense to the Provider or its sub-Providers in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.
 - d. Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.
 - e. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-Providers regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.
 - f. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.
2. Insurance Requirements. The Provider will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/PROVIDER PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

Provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Providers
 - e) Broad Form Property Damage, if applicable
 - f) Personal Injury and Advertising Liability

- g) Cyber Liability – minimum limit of \$300,000
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability Coverage is \$1,000,000 per accident. Provider/Provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.
- 4) *Professional Liability/Errors & Omissions Insurance* – minimum of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate.
- 5) Employee Dishonesty – minimum limit of \$50,000 per employee, including Third Party coverage.

All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided. Ten (10) days' notice is applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider/Provider will provide immediate notice to Shelby County.

All insurance policies maintained by the Provider/Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or

agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received no later than 4:00 pm (CST) on December 27, 2012, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. One (1) original proposal (clearly identified as original), one (1) copy on CD and eight (8) copies of the proposal are required. Cost proposals must be provided in Microsoft Excel format on the CD. *Note: Refer to item C Proposal Format, 6 for additional instructions.*

2. The package containing the original and copies must be sealed and marked with the proposer's name and "**CONFIDENTIAL, INFO HUB ARCHITECTURE, RFP #13-010-20**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign the proposal. Tennessee sales tax shall not be included in the Provider's proposal.

C. **Proposal Format**

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: The Proposal Response Sheet (***required document***) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Comprehensive Response (Minimum Requirements and Services Required)
 - a. Briefly describe the company, including its history, mission, size, organization, and primary areas of specialization.
 - b. Describe the proposer's installed base, focusing on government and justice agencies.
 - c. Describe the approach proposed for providing the Services as described in Section IX – Purpose/Scope of Work. This should include a project schedule and discuss roles and responsibilities of the provider and Shelby County IT.
 - d. Describe the ESB solution being proposed, including its primary components, features, functions and unique characteristics (i.e., what sets it apart from its competition). Specifically:
 - Describe each major system component and associated features and functions.
 - Describe the proposed development, test and production environments.

- Detail any additional third party software needed to run your platform.
 - Provide examples of usage in agencies of comparable size and for comparable purpose.
 - Describe the skills required for in-house developers to use the ESB to build robust solutions.
 - Provide the average time to develop a service.
 - Describe how quickly solutions built on your product can be deployed.
 - Outline how the solution will integrate with the County build environment and detail any functionality that will not be used.
 - Describe how messages, including standard (JMS-based) messages, are designed.
 - Describe the scalability of your high speed message broker.
 - Describe how the ESB handles content based routing.
 - Describe the ability to reuse in design and development the following across multiple projects: processes, workflow tasks, routing rules and user interfaces.
 - Describe the Integrated Development Environment to design, develop, and test / debug the following:
 - Services
 - Modules
 - Flows
 - Portlets
- e. Describe how support and maintenance applies to three distinct environments: production, development and testing.
- f. Address all services and requirements outlined in Section II – Minimum Requirements and Section IX – Purpose/Scope of Work.

3. Experience of the Respondent.

A description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the proposal should include, but not necessarily be limited to, the following:

- a. A statement of how long the proposer has provided services similar to the Services requested herein;
- b. A general description of the proposer's experience and background in providing services similar to the Services requested herein; and

- c. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
- d. Resume of each employee proposed to perform the Services, including the role of each and an overview of their previous experience with similar projects.

4. References

References of the proposer, including at least three (3) non-Shelby County clients for whom the proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business/agency name and the name, title and telephone number of the contact person.

5. Additional Information

- a. A description of any other resources available to the proposer that will be useful in providing the Services.
- b. A description of the methods used by the proposer to measure the satisfaction of its client.
- c. Any other relevant information about the proposer or its proposed system the company deems to be material.

6. Cost and Fees

INFO HUB Proposal Price Summary

- a. **ESB Software** – Provide itemized list of recommended ESB software products including quantity of each for meeting requirements. Include price model details indicating if pricing is based on user, processor, machine, etc.
- b. **ESB Software Training** – Provide itemized list of recommended ESB training for Information Technology Services staff. Include information regarding any local training options and specify if travel will be required to obtain recommended training, including location of training.
- c. **ESB Hardware** – Provide an itemized list of all necessary server hardware for the recommended solution. Include a quote for all server hardware

costs. Provide all hardware requirements to include operating system and all third party software for recommended solution. Shelby County may elect to purchase recommended hardware from another source.

- d. **ESB Software Installation** – Provide pricing for installation of provided ESB solution. Specify if installation is remote or onsite.
- e. **Warranty** – State the period of the warranty.
- f. **Support and Maintenance** - . The contract will include the first year’s maintenance and support with an option to renew for five (5) additional one (1) year periods. Include support and maintenance costs for the first five (5) years, listed as “Support and Maintenance Year 1”, “Support and Maintenance Year 2”, etc.
- g. Explain any additional charges or fees in the proposal.
- h. Adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item I.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

- 1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
- 2. Technical Review – Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers.

- b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - i. Qualifications and experience of specific personnel assigned to this project;
 - ii. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;
 - iii. Project methodology;
 - iv. Previous experience in performing similar Services;
 - v. Proposed cost to Shelby County Government;
 - vi. Other services available to Shelby County Government above and beyond the Services required.

3. Product Demonstration.

Shelby County Government reserves the right to interview, or to require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give a product demonstration of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The product demonstration is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If demonstrations are required, each finalist will be expected to provide a half-day demonstration of the proposed solution, in Memphis, during the established demonstration period (see the procurement schedule in Section 1). The time and location of such interview or product demonstration will be scheduled by the iCJIS Project Director or his designee. Product Demonstrations are strictly an option of Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the product demonstration shall be the responsibility of the proposer.

- 4. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.