

Request for Proposal
Enterprise Resource Planning System

October 4, 2019

The Town of Selma is seeking proposals for an Enterprise Resource Planning system. The system must provide a cost effective means to enhance service delivery to the community in which we serve.

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Background

The Town of Selma is located in central North Carolina along the I-95 corridor and is home to approximately 6700 citizens.

The government structure is a Council-Manager form of government with 86 full and part time employees. The Town operates under the following departmental structure: Administration (including Human Resources), Finance, Planning, Police, Fire, Public Works, Public Facilities/Cemetery, Recreation, Library, Water, Sewer and Electric. The combined budget for the most recent year is \$19.8 million.

The current software utilized by the Town is ICS and CSI (Payroll/HR) from Harris Computing.

The goal of the town is to implement an integrated enterprise resource planning system utilizing best practices, automated workflow and other suitable applications. The final decision will be based on a number of criteria, primarily how well the proposed solution will meet the Town's overall functional requirements.

The Town is looking for the best overall solution to meet their current and future needs for the next ten years. It is understood that there are no perfect solutions and that vendors may vary in the capability to meet the Town's overall system needs.

Intent of RFP

This Request for Proposal (RFP) is intended to provide Vendors with a common, uniform set of instructions to assist them in the development of their proposals and to provide a uniform method for the Town to fairly evaluate proposals and subsequently select a Vendor to provide the ERP system.

This RFP provides minimum specifications and key features for functional requirements, information on applications, number of users, and transaction volumes. Vendors are invited to propose a solution that will effectively and efficiently achieve our goals and objectives and provide for future growth.

In responding to this RFP, Vendors should follow the prescribed format and use the forms included. This will facilitate the Town's ability to compare all proposals as objectively as possible.

The Town assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the Town will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFP or any documents provided by the Town other than those given in writing by the Town through the issuance of addenda. In no event may a Vendor rely on any oral statement by the Town or its agents, advisors or consultants. It is the full responsibility of the Vendor to thoroughly investigate the needs and requirements of the Town not necessarily assumed in this RFP and to propose a fully integrated ERP system designed and tested to most efficiently meet the needs and requirements of the Town.

This RFP is in compliance with the laws of the State of North Carolina.

The Town reserves the right to reject any or all proposals, to waive informalities, and to determine the best overall proposal based on evaluation criteria and the best interest of the Town of Selma.

Request for Proposals

This Request for Proposal (RFP) is issued by the Town of Selma Finance Department on behalf of the Town of Selma. Any inquiries, clarifications, or interpretations regarding this RFP should be directed in writing through email to:

Rhonda G. Sommer, CPA, Finance Director
Town of Selma
rsommer@selma-nc.com
(919) 965-9841 extension 1010

Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP through an addendum that will be posted on the Town's website at www.selma-nc.com.

It is the responsibility of each Vendor to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation. The Town will accept only written inquiries regarding this RFP until October 22, 2019 at 5:00 pm.

Important Dates

Issue Date: October 4, 2019
Notification by Vendors of Intent to Respond: October 26, 2019
Final Date for Written Questions: October 26, 2019
Deadline for Submitting Proposals: November 4, 2019 4:00 pm

Submission of Proposals

Proposals must be presented on the bid forms attached to this RFP in a sealed envelope and mailed or delivered to:

Town of Selma
Attention: Rhonda Sommer, CPA, Finance Director
114 N Raiford Street
Selma, NC 27576

Vendors must submit one original and two copies of each proposal signed by an officer of the company.

Proposals Property of Town

All proposals submitted in response to this RFP become the property of the Town once they are opened. Supporting technical manuals will be returned at the written request of the bidder. All submitted proposals and supporting materials are a matter of public record.

Proposal Withdrawn

If the Vendor desires to withdraw their proposal. They must submit the request in writing to the Town Clerk before the bid submission deadline. After the bid opening deadline, proposals shall only be withdrawn in accordance with N.C.G.S. Section 143-129.1.

Content of Proposal

Vendors may not be allowed to submit additional documentation once bids are submitted. Care should be taken to ensure that information provided is accurate, complete and consistent. Omission of any of the required information may subject the Vendor to disqualification.

Addenda

Any addenda to these documents shall be posted on the Town's website at www.selma-nc.com and will become part of this RFP and the contract. No oral statements, explanations, or commitments by anyone shall be of any effect unless incorporated into the addenda.

Confidentiality

The Town recognizes some of the material received from the Vendors may be confidential and agrees not to readily disclose or communicate any such material outside of that disclosure or communication needed to fulfill the normal business of the Town, except through formal public record requests. Vendors must clearly mark as "Confidential" each part of their response which they consider to be proprietary information.

System and Service Requirements

Software Standards

The Town is looking for an integrated enterprise system, which is to include the following list of primary functionalities. This list is not intended to be all-inclusive/exclusive, or organized by specific software modules.

Financial Management

- General Ledger
- Budgeting
- Project/Grant Accounting
- Requisitions and Purchase Orders
- Accounts Payable
- Accounts Receivable
- Cashiering
- Fixed Assets
- Financial Reporting
- Fringe and Indirect Cost Allocation

Utilities

- Billing and Collections
- Online Payments
- Online History

People Management

- Payroll
- Time Tracking
- Evaluations

Other

- Work Order Management
- Mobile Work Orders
- System Security
- Ad Hoc Reporting

Major Integration/Interfaces

- Direct Deposit
- State Retirement System (Orbit)
- ACH Payment Processing
- 941 Quarterly Report
- NC Employment Security Commission Quarterly Report
- NC Department of Revenue Quarterly Report

The selected Vendor must be our one point of contact for all software, installation, implementation, conversion, training, and project management needs related to this project.

Proposed application software must, at a minimum, be capable of meeting the technical requirements indicated within this RFP on the attached spreadsheet "APPENDIX B". The Town will, however, entertain proposals that will improve our processes based on Vendor expertise and recommendations.

Proposals must include a description of each software module including developer information, licensing options, description of integration with other proposed application, and a summary of features. If the module does not meet the Town's requirements, the bidder must state the costs and schedule to update the module to meet the Town's specifications. The total costs of modifying the module must be fully itemized on the Bid form included in this RFP.

Items not included in a Vendor's proposal must be clearly indicated.

Operating System/Hardware Requirements

Please provide all hardware specifications including servers, workstations, and other equipment. Please indicate hosting options for software (on premise, cloud, etc.).

The Town anticipates having approximately eight full service users and approximately fifteen departmental users with varying roles requiring varied permissions.

The majority of usage occurs between 7:00 am and 6:00 pm, Monday through Friday. There are times throughout the year when weekend and evening access is required. The Vendor should specifically indicate if there are times when the system cannot be accessed.

Volumes

The table below summarizes the estimated volumes of transactions and records associated with the application processing requirements.

- Population – 6700
- General Fund Budget – \$6.6 million
- Enterprise Funds Budgets - \$13.3 million
- # Employees (Full and Part Time) – 86 FTE's
- # Water Customers – 2730
- # Sewer Customers – 2450
- # Electric Customers (regular meter) – 2275
- # Electric Customers (prepaid meter) – 580

Data Conversion

Vendors must indicate in the proposal the total cost to perform data conversion services and a detailed description of the conversion services proposed including programming.

It is the Vendor's responsibility to obtain the necessary information from the Town to provide data conversion services. The selected Vendor will be responsible for the accuracy and reliability of the converted data. Mutually agreed specifications for the conversion services and testing will be included in the contract.

Maintenance and Support

The Town places a high degree of importance on the maintenance and support a Vendor provides for its application software packages. The quality and cost of maintenance and support offered by a Vendor will be an evaluation criterion.

The maintenance agreements for each application software package will begin immediately upon the expiration of the warranties for that package; otherwise, these agreements will begin immediately upon acceptance of the package.

The selected Vendor must be willing to bear responsibility for any defects in the software that prevent the software from performing as designed including any consequential damage to data including erroneous, inaccurate, and unreliable data that is created by the software defect at no additional cost to the Town.

Regular customer support must be available Monday through Friday, between the hours of 8:00 am and 5:00 pm, EST.

The Vendor must describe the company's policy on maintenance and support, including costs, specifically addressing the following:

- How regular support is provided
- How after-hours support is provided
- How software defects are handled
- How and when software upgrades are provided
- Modifications required as a result of mandated state and/or federal requirements
- Custom modifications desired
- How system security is handled

Operations and Users Documentation

The Vendor must furnish a complete description of the user manuals that will be provided for the operation and use of the proposed system, including the format in which the documentation will be provided: online, hard copy, or a combination of both. A sample of the Accounts Payable operations manual must be included with this proposal.

Project Management

The selected Vendor is expected to assign a project manager. In the proposal, explain the company's policy regarding project management and provide the qualifications of the proposed project manager. Any additional costs associated with project management services must be itemized and included in the proposal.

The Town reserves the right to approve the selection of the project manager and project management services. Therefore, project management services are subject to negotiation after the selection of the Vendor. Final agreements regarding project management services shall be included in the contract for service.

Implementation and Training

The Vendor must provide a detailed plan for implementing the proposed ERP system. This information must include:

- Project organization chart
- Detailed implementation methodology
- Detailed conversion methodology to provide the necessary levels of data conversion of as much data as possible from the current application to the new system
- Implementation and training plan, including estimated time-frame and deliverables for each stage of the project
- Expected number of Town employees required at different stages/modules of the implementation process and for ongoing support
- Level of expertise (e.g. novice, proficient or advances) required of Town staff for conversion and implementation, report writer, and other system component maintenance, and for implementation and maintenance of hardware and software
- Overview of proposed training, including options for on-site or training center services
- Sample training manual or class outlines
- Description of your company's training methodology and primary concepts used
- Description of training assessment and evaluation procedures

References

Vendors should provide at least three (3) client references that are similar in size or complexity to the Town of Selma, located in the state of North Carolina. Submit references for fully completed installations. Information should include at a minimum; name of client reference, name of agency's project manager, address, telephone, e-mail, description of project and date work was done.

Town of Selma personnel reserves the right to contact any individuals listed in this section as a reference.

Taxes

Taxes should not be included in the bid quotations. Any sales tax items should be listed as a separate item at the time of invoicing.

Exceptions to the RFP

The Vendor must itemize all exceptions to the specifications included in this RFP on the Exception Form (Appendix D), referencing the section by number to which the exception is taken. Any RFP sections to which the Vendor does not take exception will be considered as being agreed to by the Vendor.

Disqualifications of Vendors

Any or all proposals shall be rejected if there is reason for believing that collusion exists among the Vendors, and all participants in such collusion shall not be considered in future proposals for the same work. No contract shall be awarded except to competent Vendors capable of performing the class of work contemplated.

Response Preparation Costs

The Town will not pay any costs incurred by any vendor in the proposal preparation, printing, demonstration or negotiation process. All costs shall be borne by the proposing vendors with the exception of costs associated with any Town personnel visits to Vendor offices or other client sites.

Conflict of Interest

Vendor may not have any relationship with the Town or its employees including the Mayor and members of the Town Council.

Review and Award of Proposal

Evaluation of Proposals

The Town's staff will evaluate all proposals. Proposals will be evaluated using the criteria outlined below (not listed in any order of importance):

- Ease and intuitive use of software interface (for both internal staff and Web customers)
- The overall capability to provide the required software features and functions
- The flexibility of the application software, including the availability of tools to allow the novice user to "drill down and across" and perform Ad Hoc analysis and reporting
- The amount of vendor support that will be available for installation, conversion, training, ongoing modifications, and software support
- The total costs of the system over a ten-year period, including direct and indirect costs
- The vendor's performance record in meeting the requirements of existing customers, including the availability of users similar to the Town to allow reference investigation
- The expandability of the proposed solution, including the ease of upgrading the proposed system by adding components to accommodate future needs
- Adherence to the requested information specifications, thoroughness of the proposal, as well as the overall format of the presentation
- The financial stability, longevity, and strength of the vendor (please furnish two years' worth of financial statements)
- Corporate direction (potential, mergers, acquisitions, etc.)
- Future technology direction (major changes in architecture, database, platforms, etc.)
- The internal controls provided within the system which prevent unauthorized access to data and provide adequate audit trails
- The capability to perform required conversions of existing data files
- The seamless integration of the various system modules and ability to meet the interface/integration requirements noted in this RFP
- Satisfactory implementation plan
- Availability and ease of use of mobile and online applications
- Ability to meet contract requirements
- The level of experience of the vendor's Project Manager and Project Support team

Proposals will be evaluated against the required specifications as listed in the RFP. A proposal may be eliminated from consideration at the Town's option for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, proposals will be evaluated for the ability of a Vendor to provide, in the Town's opinion, the best overall solution to meet the Town's objectives for an ERP System.

Rejection of Proposal

The Town of Selma reserves the right to reject any or all proposals, with or without cause, when such rejection is in the best interest of the Town. The Town of Selma also reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or complete on-time contracts of a similar nature, or who is not in a position to provide the terms and conditions of the project as determined by the Town.

On-Site Presentation and Product Demonstration

Short-listed Vendors may be required to make a comprehensive on-site presentation and product demonstration of the proposed software. During the demonstrations, Vendors are expected to show the latest version released of their systems. Demonstrations will be evaluated on the degree to which the demonstration matches the RFP representations, the product's perceived ease of use, and the Vendor's overall use of current technology.

Proposal Selection

Vendors elevated in the subsequent phases of the selection process have the opportunity to learn more about the Town's needs during software demonstrations and/or discovery sessions. Staff is responsible to make final proposal selections based on the evaluation process and product demonstrations. Any false or misleading statements found in the proposal will be grounds for disqualification. All proposals submitted shall be valid for a period of 180 calendar days from the date of proposal opening.

Notice of Intent to Award

Once Staff has selected a final proposal, a notice of intent to award will be granted to the responsible Vendor that is licensed and qualified by experience to perform the services specified. The chosen Vendor should be prepared to have the proposal incorporated, along with all other written correspondence concerning this RFP, into the contract.

Contract Negotiation

Upon Vendor acceptance of the Staff's notice of intent to award, the contract between the Vendor and the Town shall be drafted from (a) the RFP and addenda, (b) the selected proposal (response to the RFP by the Vendor) and any attachments thereto, and (c) all written communications between the Town and the Vendor concerning the transactions. Assumptions used for pricing purposes can be discussed and clarified during this phase, along with any other negotiations to include in the final contract, which is contingent on approval by the Town of Selma Council and sufficient funding. The RFP will govern in the event of conflict between the RFP and the selected proposal.

The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

Award and Notice to Proceed

Once the contract has been created, and all parties are in agreement, Staff will present the final contract to Council for review and approval. If approved, the contract will be awarded to the Vendor along with a notice to proceed.

Contract Requirements & Disclosures

Price Protection

All Vendors must affirm in their proposals that prices shall remain the same and will not be subject to increase for one hundred and eighty (180) days from the date of the proposal opening.

All Vendors shall guarantee that the benefit of any price reductions within this period will be passed on to the Town. The Town of Selma reserves the right to purchase software separately from this proposal.

Financial Stability of Vendor

Before entering into a contract, the selected vendor will be required to provide audited financial statements for the previous two (2) years, a banking reference, and other appropriate documentation as an indication of financial stability.

Licensing Agreement

Any licensing agreement required must be fully described and a copy of the agreement as proposed must be included with the proposal.

Warranty

The offering party shall state what warranty, if any, will be provided against defective workmanship and material. All products and equipment must include a minimum 12-month warranty.

Insurance

The successful Vendor shall be required to have in effect and provide evidence of the following types of insurance in at least the limits specified below. Insurance shall be maintained during the course of any resulting agreement.

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
General Liability/Property Damage	\$1,000,000 each occurrence; \$2,000,000 aggregate
Personal Injury	\$1,000,000 each occurrence; \$2,000,000 aggregate
Automobile Liability/Property Damage	\$1,000,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence; \$2,000,000 aggregate

Compliance with Laws

Vendor will keep fully informed of federal, state, and local laws, ordinances, and regulations which in any manner affect those employed by vendor, or in any way affect the performance of the work by vendor. Vendor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the work with all applicable laws, ordinances, and regulations. Vendor will be required to submit a federal Form W-9 prior to execution of a contract. Any dispute will be handled in the courts of Johnston County, North Carolina.

Contractor and any subcontractors shall have to comply with Article 2 of Chapter 64 of the North Carolina General Statutes (E-verify).

Indemnification

The Vendor agrees to defend, indemnify and hold harmless the Town from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the vendor except to the extent same are caused by the negligence or willful misconduct of the Town. It is the intent of this provision to require the vendor to indemnify the Town to the fullest extent permitted under North Carolina law.

Rights to Submitted Materials

All proposals, responses, inquiries, or correspondences relating to or in reference to this RFP, and all reports, charts, displays and other documentation submitted by the vendor shall become the property of the Town when received. The Town reserves the right to use (for Town use only) the material or any ideas submitted in any proposal in response to the RFP.

Assignment

It is mutually understood and agreed that the Proposal and any final contract will be binding upon the vendor and its successors. Neither this RFP, any final contract nor any part of either or any monies due or to become due under them, may be assigned by vendor without the prior written consent of the Town.

Vendor Representations and Warranties

In order for the Town to accept a Proposal, each vendor, by submitting a proposal, thereby represents and warrants as follows:

Status of Vendor

Vendor will perform the Work in vendor's own way and pursuant to any final contract as an independent contractor and in pursuit of vendor's independent calling, and not as an employee of the Town. The persons used by vendor to provide the Work under any final contract will not be considered employees of the Town for any purposes.

Vendor Representations and Warranties (cont.)

The payment made to vendor pursuant to any final contract, whether made in a single payment or in installments, will be the full and complete compensation to which vendor is entitled. The Town will not make any federal or state income tax withholdings on behalf of vendor or its officials, officers, agents, employees, or volunteers. The Town will not pay any Workers' Compensation insurance, retirement contributions, or unemployment contributions on behalf of vendor or its employees or subcontractors. Vendor agrees to indemnify and pay the Town within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or Workers' Compensation payment which the Town may be required to make on behalf of vendor or any agent, employee, or contractor of vendor for work done under any final contract. At the Town's election, the Town may deduct the amounts paid pursuant to this section, from any balance owing to vendor.

Vendor understands that its professional responsibility is solely to the Town. Vendor warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest that would conflict with its performance of any final contract. Vendor further warrants that neither vendor, nor vendor's agents, employees, subcontractors, and vendors, have any ancillary real property, business interests, or income that will be affected by this RFP or final contract or, alternatively, that vendor will file with the Town an affidavit disclosing this interest. Vendor will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of a final contract. If, after employment of a person, vendor discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of a final contract, vendor will promptly disclose the relationship to the Town and take such action as the Town may direct to remedy the conflict.

Jurisdiction, Venue, and Governing Law

Any action at law or in equity brought for the purpose of enforcing a right or rights provided for by this RFP or final contract will be tried in a court of competent jurisdiction in Johnston County, State of North Carolina, and vendor and the Town will waive all provisions of law providing for a change of venue in these proceedings to any other Town. The laws of the State of North Carolina will govern this RFP and any final contract.

Waivers

The waiver by either the Town or vendor of any breach or violation of any term, covenant, or condition of this RFP or any final contract or of any provisions of any ordinance or law will not be deemed a waiver of such term, covenant, condition, ordinance or law. The subsequent acceptance by either party of any fee or other money that may become due hereunder will not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of the agreement or any applicable law.

Authority

The individuals executing this RFP and the instruments referenced in it on behalf of vendor each represent and warrant that they have the legal power, right and actual authority to bind vendor to the terms and conditions of this RFP.

Acknowledgements

By submitting a proposal, a proposing vendor acknowledges and agrees to each of the following:

Reliance

The Town is relying on all warranties, representations, and statements made by the vendors in their proposals.

Reservations of Rights

The Town reserves the right to reject any and all Proposals, reserves the right to reject the lowest priced Proposal, and reserves such other rights as are set forth in the instructions to proposing vendors.

Acceptance

If a vendor's proposal is accepted by the Town, the vendor shall be bound by each and every term, condition and provision contained in the final contract to be negotiated between the selected vendor and the Town.

Remedies

Each of the rights and remedies reserved to the Town in this RFP shall be cumulative and additional to any other or further remedies provided in law or equity.

Severability

The provisions of this RFP shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this RFP shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this RFP shall be in any way affected thereby.

Amendments

No modification, addition, deletion, revision, alteration, or other change in this RFP shall be effective unless and until such change is reduced to writing and executed and delivered by the Town to the prospective vendors.

Iran Divestment Act

Vendor hereby certifies that it is not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. §147-86.58. Vendor shall not utilize any subcontractor that is identified on the List.

Appendix A

**Town of Selma
Summary Information Sheet
Request for Proposal
Enterprise Resource Planning System**

Proposals are to be prepared in a manner designed to provide the Town of Tarboro with a straightforward presentation of the proposer's capability to satisfy the requirements of the RFP. Vendors must use the following format in which to submit their proposal:

1. Appendix A – Summary Information Sheet
2. Required Content from "System and Service Requirements" (Narrative Form)
3. Appendix B – Technical Requirements
4. Appendix C – Bid Form
5. Appendix D – Exception List

Name of Organization:

Proposed ERP System Name and Version:

Organization Address

Contact Information – Name, Title, Phone, and Email

By submitting a bid in response to this Request for Proposal, the Vendor certifies that they have read, understand and accept all of the provisions, terms and conditions, documents, charts and specifications, if any, of this proposal and have familiarized themselves with all federal, state, local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.

Signature of Officer

Date

Officer's name and signature are required. Officer shall be any person authorized by the Company to execute a legally binding contract on its behalf.

Appendix B

**Town of Selma
Technical Requirements
Request for Proposal
Enterprise Resource Planning System**

Please answer the provided Technical Requirements – System Specification Chart (a separate Microsoft Excel file) as thoroughly as possible.

On each row, input an "x" in the appropriate column to the right of the feature/function statement. Further explanations should be provided in the comments column. Each row should have only one "x". Blank rows will be scored as Not Available.

The Town recognizes that the Technical Requirements – System Specification Chart is robust, but its full completion will best enable the Town to accurately evaluate each proposal.

Appendix C

Town of Selma
 Bid Form
 Request for Proposal
 Enterprise Resource Planning System

Module	Initial License Price	Annual Support
General Ledger		
Budgeting		
Project/Grant Accounting		
Requisitions and Purchase Orders		
Accounts Receivable		
Accounts Payable		
Cashiering		
Fixed Assets		
Financial Reporting		
Utility Billing and Collections		
Online Payments		
Online History		
Payroll		
Time Tracking		
Work Orders (+Mobile)		
System Security		
Total Software		

Other Services Description	Initial License Price	Annual Support
Conversion Services		
Training Services		
Project Management Services		
Travel Expenses		
Other (Specify):		
Total Other		

Summary - Total Cost	Price	Annual Support
Total Software Costs		
Total Other Services		
Total Other		

