This is a template for companies looking for a robust RFP. Many sections and questions can be deleted for a given situation.

Generic Software System Request for Proposal

RFP Issue Date: May, 2019



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Authors Note and legal disclaimer.

This is a sample RFP provided by The Bhatia Group as an accompaniment to a whitepaper titled "A better and faster process to select department or enterprise level software".

We do not make any warranties about the completeness, reliability and accuracy of this information. The Bhatia Group is not responsible for any errors and omissions, or the results obtained from the use of this information. All information is provided "as-is". You should take all steps necessary to ascertain that this sample is correct and has been verified.

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1. Proposal and Overview

The Bhatia Group was founded in 2013 to serve small to mid-tier clients who want highly seasoned consultants without the cost overhead and high bill rates of traditional consulting agencies. The employees of The Bhatia Group help clients achieve their mission by providing an integrated approach to project, product, and process management and using a sound technology approach.

The Bhatia Group wishes to upgrade its generic software system. The following Request for Proposal (RFP) outlines project objectives and has the following sections:

- <u>Request For Proposal Submission</u> An explanation of the process and timelines for this RFP.
- <u>Functional Scenarios</u> A description of the functionality that the system should have. Responses must begin with one of the enumerated responses shown, augmented with an explanation if desired by the vendor.
- <u>Non-functional Questions</u>– Open ended questions about the company, technology, and post-launch operations required to maintain the system.
- Financial Information Contractual and financial information.
- <u>Legal Agreements</u> A location for the bidder to include their standard software agreement, and the standard Bhatia Group professional services agreement ("PSA"). The Bhatia Group PSA would be used if bidder charges a separate labor cost and software license cost, as set forth in this RFP.

1.1. Objectives

The objectives of putting in a Generic Software System are:

- Reason 1 i.e. Provide current and potential clients with the ability to view employees and request a specific one for an engagement.
- Reason 2 i.e. Provide employees with the ability to self-publish whitepapers to both The Bhatia Group website and LinkedIn page.

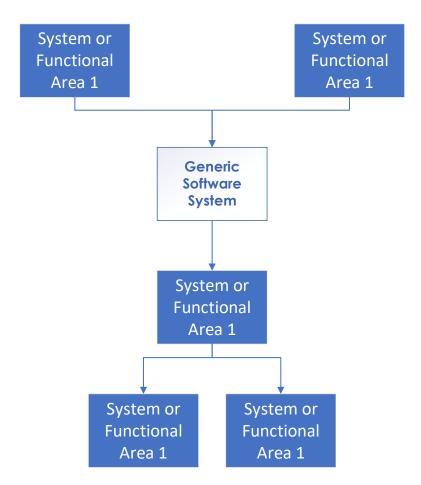
1.2. Current System Usage

This section describes how The Bhatia Group is currently achieving the needs that will be satisfied by the Generic Software System.

The Generic Software System stores information on X employees in Y offices across Z time zones. Information updated in an office is available system wide within X hours.

Data is viewable by the following dimensions:

- 1) Dimension 1 i.e. Business Specialty
- 2) Dimension 2 i.e. Technical Capabilities
- 3) Dimension 3 i.e. Client Industries
- Dimension 4 i.e. Geographic Region



The picture above shows how the Generic Software System integrates with the other systems or functional areas.

1.3. Primary Audience

Role	Nature of Interaction	#	Location
External Group (i.e. Existing Clients)	External users who work with the system to perform Generic Software Things	50	Across the USA
Online Support	Provide end-user support to both the internal and external application users.	2	Corporate Office
DevOps	Perform all required technical functions to maintain or enhance the solution once the system is in production.	5	Corporate Office
Internal Business Group	The internal organization that owns the product and is responsible for acting as the voice of the customer.	3	Corporate Office
Other IT	As required by vendor solution	As required	Corporate Office

2. Request for Proposal Submission

2.1. Terms & Conditions

The purpose of this Request for Proposal (together with all attachments, the "RFP") is to provide potential vendors with enough information to submit a competitive bid covering all required deliverables. The RFP will also serve as a guide and benchmark against which our committee will measure responses. The following conditions apply to this RFP:

- 1. This RFP does not commit The Bhatia Group to award a contract, to pay any cost incurred in the preparation of a response to this document, or to procure or contract for software, services or equipment. In addition, The Bhatia Group reserves the right to accept or reject at its sole discretion any or all proposals received as a result of this RFP, or to cancel in part or in its entirety this RFP if it determines that it is in the best interest of The Bhatia Group to do so.
- 2. The Bhatia Group reserves the right to enter into discussions and/or negotiations with more than one qualified vendor at the same time should such action be in the best interest of The Bhatia Group. The Bhatia Group may contract with one or more vendor, with no vendor, or with any party (or parties) who did not bid, should it determine that such actions are in its best interests. Upon award and execution of an agreement, unsuccessful vendors will be advised. The Bhatia Group shall have no obligation to explain why vendors were not awarded contracts.
- 3. The Bhatia Group reserves the right, at any time, and at its sole discretion, to amend, supplement, withdraw or otherwise change this RFP.
- 4. Subject to applicable law, the successful vendor will be permitted to use subcontractors, and must identify any subcontractors in its proposal to this RFP. The vendor will be required to have any subcontractor enter into a confidentiality agreement between the vendor and the subcontractor, and potentially between The Bhatia Group and the subcontractor. Subcontractors will be required to comply with all applicable laws and with vendor's obligations under its agreement with The Bhatia Group.
- 5. The Bhatia Group may accept an offer based on initial offers received, without discussion of such offers. Each initial offer should be submitted on the most favorable terms from a price and technical standpoint that the bidder can submit. The Bhatia Group may choose to make an award without further discussion of the bids submitted, with no "best and final" offer opportunity by the Bidders.
- 6. The Bhatia Group is not bound to accept the lowest offer. All bid prices and other terms must remain irrevocable for a period of three months after

- the RFP submittal date to allow time to review the RFPs and reach a mutually agreeable contract with a successful vendor.
- 7. Bidders must provide a written response to every stated question. Bidder should identify any material assumptions made in preparing its proposal. If any software or services not specifically described in this RFP are required for the delivery of the described functionality, they will be deemed to be implied by and included within the scope of the RFP.
- 8. As a result of the selection of a Bidder to supply products and/or services to The Bhatia Group, The Bhatia Group is neither endorsing nor suggesting that the Bidder's product or service is the best or only solution. The Bidder agrees to make no reference to The Bhatia Group in any literature, website, promotional material, brochures, sales presentation or the like without the express written consent of The Bhatia Group.
- 9. This RFP is not an order and does not imply intent to purchase any products or services. The issuance of this RFP does not imply that The Bhatia Group is making an offer to do business with any RFP vendor. The Bhatia Group reserves the right, at its sole discretion, to accept any complete response or portion thereof, or to accept none of the responses. The Bhatia Group makes no commitment nor is obligated to any vendor.

2.2. Instructions to Bidders

- Please notify Vivek Bhatia of your intent to respond to this RFP. Statement of intent to respond must be received on or before February 10, 2019, at 5pm Pacific Time. Notification may be provided via email at: <u>Vivek@YourCompanyName.Com</u>.
- 2. Vendors are asked to provide an electronic version of each proposal, along with two hardcopy versions (original and copy). These proposals must be received by the cited due dates and times. All responses become the property of The Bhatia Group and will not be returned. Please submit two hard copies (one original and one copy) along with the electronic version of the vendor's proposal to:

Vivek Bhatia President, The Bhatia Group, LLC 1234 Main Street Anytown, California 67890

and an electronic copy of the proposal to Vivek@YourCompanyName.Com.

- 3. At the time of submission, include a cover letter on vendor letterhead, signed by the responsible official in the organization, certifying the accuracy of all information in your proposal and that your proposal will remain valid for at least 90 days from the date submitted.
- 4. During the period of vendor's receipt of this RFP until contract award, vendor must direct all communications in writing to Vivek Bhatia at the email address or via phone at (415) 555-1212. Communication by email is preferred, unless otherwise specified.
- 5. The Bhatia Group will not be responsible for any costs incurred by vendor in preparing, delivering, or presenting their response to this RFP.
- 6. All copies of this RFP, including the appendices and related material, will remain the property of The Bhatia Group. Vendor may reproduce or copy this document, and any attachments hereto, only for the sole, limited purpose of responding to this RFP. Responses submitted are considered property of The Bhatia Group and will not be returned.
- 7. The ideas, concepts, materials and text provided by The Bhatia Group and incorporated into or referred to in this RFP are the property of The Bhatia Group; The Bhatia Group retains all rights of ownership therein. The ideas, concepts, materials, and text provided by The Bhatia Group in this RFP, and during the vendor selection process set forth in this RFP, shall not be conveyed to third parties in any form without the express written consent of The Bhatia Group.

2.3. Request for Proposal and Project Timeline

The Bhatia Group intends to follow an aggressive and formal process in the evaluation and selection of a Generic Software System. This process will be carried out within very tight timelines. The milestone dates for this process are:

- RFP Issue Date: February 1, 2019
- Intent to Respond: February 10, 2019
- Vendor Presentations: April 1, 2019 April 15, 2019
- Proposal Due Date: May 1, 2019
- The Bhatia Group evaluation: May 1, 2019 May 30, 2019
- Selection of final vendor: June 1, 2019
- Project Initiation: August 1, 2019.

Upon notification, the contract negotiation with the winning bidder will begin immediately. Software contract Negotiations will be completed by July 31, 2019.

3. Functional Questions and Scenarios

This section describes the functional scenarios the system must be able to support. For each question in this section, please use A->F to indicate whether the product can meet the needs. Feel free to add additional commentary as desired, but responses must start with A->F.

- A) Yes, Out of the Box No work needed to accommodate.
- B) Yes, via Configuration Scenario can be met without writing new technical code, using the products built-in configuration capabilities. For example, an admin screen may exist to enter in a list of values for data validation for a given field. Upgrading to new software releases in the future will not require specific testing.
- C) Yes, via a minor amount of New Custom Code Scenario can be met through adding new code or tables. Upgrading to new software releases in the future will require no more than 5 days of testing to ensure it still works with the new release.
- D) Yes, via Changing Base Package or extensive new code Scenario can be met but upgrading to new releases in the future will require re-applying changes to the new release and/or significant testing. Upgrades may take several weeks or more to test.
- E) No, but on product roadmap for a release by 12/31/19 Scenario cannot be met today but is already on the product roadmap and will be in the commercially released product by 12/31/19.
- F) No, cannot be met Scenario will not be addressed by the commercially released product by 12/31/19.

3.1. Functional Area 1

- 1) Text about scenario 1
- 2) Text about scenario 2
- 3) Text about scenario 3

3.2. Functional Area 2

- 4) Text about scenario 4
- 5) Text about scenario 5
- 6) Text about scenario 6

3.3. Functional Area 3

- 7) Text about scenario 7
- 8) Text about scenario 8
- 9) Text about scenario 9
- 10) Text about scenario 10

4. Non-Functional Questions

This section contains questions designed to help The Bhatia Group better understand the non-functional factors that could affect the long-term success of the Generic Software System. These questions are open-ended and free-response.

4.1. Company Questions

4.1.1. General

- 11) How long has this specific product been commercially available? How long has the company sold Generic Software System management software?
- 12) Who are the key clients for this software package? Please list 1-3 client references (including a name and contact information for each reference) of clients that have successfully implemented the system and would be willing to talk to The Bhatia Group about their experience with both the software and the implementation process.
- 13) What is the median number of total users for customers? The largest?
- 14) How are customer specific requests handled? How are they priced?
- 15) Is the vendor a private or public company?
- 16) What is the funding model of the company?
- 17) What is the strategy for holding source code in Software Escrow for client protection in terms of business continuity?
- 18) Where is the coding done? Where is it hosted? Offshore or U.S?
- 19) What is the 3-year roadmap post-launch for The Bhatia Group to follow to maximize value out of the system?
- 20) Are there products other than the one proposed in which The Bhatia Group might be interested? If yes, please describe the integration of those products. Please include data, application, and workflow integration if relevant.

4.1.2. Implementation Methodology

- 21) Please describe the implementation methodology from both a process perspective and a deliverables perspective. Please include proposed work plans and schedules.
- 22) What work should be done by The Bhatia Group before day 1 of the project to maximize project success and the productivity of the vendor team? How can The Bhatia Group help make the implementation process effective/efficient?
- 23) What is the most challenging portion of implementation?
- 24) What types of resources are provided during implementation, and what roles will they play? What types of resources are expected from The Bhatia Group during implementation, and what roles will they play?
- 25) What types of training are provided, and are there any training materials or videos already created to support it?

4.2. Technical Questions

Intro text as desired

4.2.1. Tech Section 1 (i.e. General)

- 26) From a technology perspective, how does the software architecture compare to the latest industry standards and knowledge?
- 27) What are some larger scale software projects the company has developed in the past? Please describe large, i.e. lines of code, number of components, or other.
- 28) What industry standards are used to ensure quality and customer satisfaction for end-users?
- 29) Does the application allow for co-branding?
- 30) What sets the software apart from the competitors?
- 31) Is there collaboration with clients for product development/improvement?
- 32) Does the client have read access to the database tables directly for building custom queries?

4.2.2. Tech Section 2 (i.e. Architecture)

- 33) Technical Question here
- 34) Technical Question here

4.2.3. Tech Section 3 (i.e. Security)

- 35) Technical Question here
- 36) Technical Question here

4.2.4. Tech Section 4 (i.e. Integration)

- 37) Technical Question here
- 38) Technical Question here

4.3. Post Launch / Operations Questions

A critical part of a successful system is the ongoing operations required. The questions below are designed to better understand the nature and level of effort required to maintain system operability.

4.3.1. Roles Needed

- 39) What regular operational functions, if any, must be done by business personnel post-launch? How many staff does the typical customer need to do this work?
- 40) What regular operational functions, if any, must be done by IT post-launch? How many staff does the typical customer need to do this work?
- 41) What regular operational functions, if any, must be done by vendor personnel post-launch?

4.3.2. Support

- 42) Support Question here
- 43) Support Question here

4.3.3. Product Upgrades

- 44) In general, what is the change management process? (Please include comments on how quality assurance is performed before releasing to the client.)
- 45) How is new functionality communicated? (upgrades, new releases)
- 46) For how long are prior releases supported?
- 47) What and when was the last technical upgrade?
- 48) What is the process for new releases? Are clients engaged in User Acceptance Testing?

4.4. Free Response Area

If the Bidder feels there are relevant questions not asked above, please use this space to respond.

5. Financial Information

5.1. Pricing and Contract structure

- 49) Please describe the fee structure and how it's calculated. Also indicate if fees are related to project milestones, such as contract acceptance, user acceptance testing, or go-live.
- 50) Please provide a total cost of ownership through 12/31/21 of the product, including a breakdown by year and by primary category. (i.e., labor vs software license upfront vs annual maintenance)
- 51) If the fee structure relies fully upon software licensing costs with no separate labor charge, The Bhatia Group is willing to consider dual contracts to minimize any delay due to software license contract negotiations. In this case, a short-term statement of work and professional services agreement contract could be executed within 7 days of vendor selection while the software license contract is negotiated. Any fees would be expected to be counted against the software license cost. This is optional and at the bidder's discretion. Please indicate bidders suggested approach to contracting: A) a single contract to cover both software licensing and implementation, B) a dual contract approach as outlined above, or C) other.

6. Legal Agreements

6.1. Bidder software licensing agreement

Bidders, please use this space to insert a draft software licensing agreement.

6.2. The Bhatia Group Professional Services Agreement

(AUTHOR'S NOTE: THIS SECTION IS OPTIONAL AND IS ONLY APPROPRIATE FOR COMPANIES WHO REQUIRE USING THEIR OWN CONTRACTUAL LANGUAGE FOR PROFESSIONAL SERVICE AGREEMENTS. IF NO STANDARD AGREEMENT EXISTS, THIS SECTION SHOULD BE DELETED.)

Attachment 1 to this RFP is a draft of The Bhatia Group's standard Professional Services Agreement (PSA). If a labor cost will be charged, this contract will be used as the basis of the implementation services. Proposals must include a redline draft showing each of the modifications and/or additional terms and conditions that the vendor proposes. A complete substitution with a vendor agreement or significant redraft of the PSA will be considered non-responsive and may eliminate consideration of the proposal. Do not provide general comments or comments that defer providing a response (such as "open" or "subject to negotiation"). Vendor is encouraged to minimize its proposed changes to the PSA as this may be a factor in The Bhatia Group's evaluation of each proposal. The Bhatia Group reserves the right to modify and/or request additional terms and conditions related to any transactions that are identified as part of the discussions with a vendor. The Bhatia Group, in its sole discretion, may accept or reject any requested changes to the PSA. The Bhatia Group, at its option, may incorporate all or any portion of this RFP and vendor's proposal into the PSA.