Request for Proposal (RFP)

for an

Enterprise Resource Planning (ERP) System and Implementation Services

for

RFP	
Release Date	02/01/2018
Pre-Proposal Conference Call	02/09/2018
Due Date	03/01/2018

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Section A: RFP Introduction

A.1 Purpose of the RFP

With this Request for Proposals (RFP), the City of Shafter, CA (the City) desires to purchase or otherwise acquire rights to use an Enterprise Resource Planning (ERP) system that meets the requirements identified in this RFP. The City requires that any proposal for an ERP also include professional services necessary to implement the system. Proposers offering hosted services or software as a service (SaaS) systems are encouraged to propose.

A.2 About the City

The City of Shafter is located in the southern portion of the San Joaquin Valley in the County of Kern. This portion of California is primarily rural in nature and has historically been heavily invested in agriculture and oil and gas production. The City was founded in 1913, incorporated in 1938, and became a Charter City in 1995. The City currently occupies a land area of roughly 38.83 square miles and serves a population of roughly 18,868. The City of Shafter is a Charter City, operates under the Council-Manager form of government, and is governed by a five-member City Council elected at large, serving staggered, four-year terms.

The City of Shafter provides a full range of services, including police protection, refuse, water, wastewater, rail services, the construction and maintenance of highways, streets, and other infrastructure; along with other recreational activities and cultural events. The City contracts with the County of Kern for fire protection. Ambulance services are provided by a private company contracted with the County of Kern.

The City of Shafter owns and operates the Modified Community Correctional Facility (MCCF) under contract with the State of California. In December 2013, the City and State entered into a new five-year contract for the operation of MCCF. MCCF employees represent approximately 44 percent of City employees. An extension of this contract is currently being negotiated an is expected to be completed prior to June 30, 2018.

The City has a well-established pro-business environment and become a regional hub for manufacturing and logistics based businesses. Shafter is home to several Fortune 500 companies and is a regional employment hub. To aid this effort the City has constructed and operates a rail service to a privately-owned industrial park and municipal owned fiber optic network. The City continues to invest heavily in infrastructure and planning to maintain and expand a thriving business environment.

Additionally, the City is experiencing strong residential growth. Shafter had an increase of over 4.5 percent in population over the past year making it the fastest growing community in Kern County and the fourth fastest in California. With some large, and relatively affordable, residential developments just getting underway, Shafter is poised to continue with a high residential growth rate for the next five to ten years.

Background Statistics	
Background Summary	
Current Population	18,868
Operating Budget	$68 million

Approximate Number of Employees (FTE)	201
W-2s Issued	236
Utility Accounts	4,600
Fiscal Year	July 1
Net Position	$152 million
Capital Expenditures	$5 million

A.3 Project Background

Since 1990s, the City has used Tyler Eden for financials, human resources, payroll, and utility billing functions. The City also uses NeoGov for applicant tracking functions and Excel for budgeting functions. Eden has served the City for many years, but lacks many features found in financial systems on the market today. With the City's population growth, it requires a modern solution to meet its increasingly complex business processes. Additionally, the City has received notice that vendor support for the software is reaching to "end of life." Because of these factors, the City intends to replace its ERP system with a modern solution.

In summer 2017, the City contracted with the Government Finance Officers Association (GFOA) for a review of its current financial processes, and for identification of areas for improvement and recommended business process changes. Discussions with GFOA included organizational and functional scope, as well as the development of functional requirements the City should seek in an ERP system. From the project planning activities, the City has made many strategic future business process decisions based on best practices that are to be included in a system's implementation. See Attachment 15 (As-Is and To-Be Maps). Accordingly, the City intends to incorporate and implement the requisite high-level processes into its new enterprise system. The City will be assisted by GFOA throughout the selection process.

The ERP replacement project is designed to achieve many of the organizational goals including:
- Improvement of business processes based on industry best practices.
- Improve reliability and efficiency through the automation of manual processes.
- Increased financial responsibility and accountability of staff more inclusive participation in budgeting and resource management.
- Improved internal and external transparency through user friendly interfaces and reporting.
- Improved regulatory compliance.
- Increased flexibility to meet the evolving needs of the citizens, City Council, staff, and other stakeholders.

A.4 Notice to Proposers

Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by the City, or legally obligate the proposer to more than it may realize. Information obtained by the proposer from any officer, agent or employee of the City shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the RFP conditions or any subsequent contract conditions. Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the City Council, or any employee of the City with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration. Only the format described in the RFP and the attachments included with this RFP will be

accepted as compliant for the submitted proposal. Failure to completely fill out all required attachments may result in disqualification.

A.5 Conditions

A.5.1 In the event that all RFP requirements are not met with products and services provided by one firm, proposers are encouraged to partner with another firm to submit a joint proposal. Failure to meet all requirements will not disqualify a firm. However, the City will evaluate each proposal to determine its overall fit in the best interests of the City.

A.5.2 In the event that multiple firms partner to submit a joint proposal, the proposal must identify one firm as the primary contact. This primary contact will be the primary point of contact throughout the procurement process and will be held responsible for the overall implementation of all partners included in the joint proposal.

A.5.3 All third-party solutions proposed as part of a joint proposal are subject to the same requirements of this RFP, unless otherwise stated.

A.5.4 Implementation pricing must be submitted on a "milestone" basis. For implementation services under a milestone arrangement, the City compensates the vendor a fixed amount for the completion of major milestones. Proposers are to provide all work effort and assumptions used to calculate a fixed fee for each milestone. The scope of the project will be defined by the statement of work and detailed functional requirements included as Attachment 14 (Cost).

A.5.5 All firms submitting proposals are encouraged to submit the most competitive proposal possible as the failure to do so may lead to elimination prior to software demonstrations.

A.5.6 This RFP, its general provisions, and the terms and conditions identified in Section D shall be incorporated in any agreement resulting from this solicitation, and the RFP and its terms and conditions, plus attachments shall control unless the Agreement expressly provides otherwise.

A.5.7 All proposals and any subsequent clarification or response to the City's questions shall be valid for a minimum of 120 days.

A.6 City's Rights Reserved

A.6.1 The City reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the City. The lowest proposed cost will not be the sole criterion for recommending the contract award.

A.6.2 The City reserves the right to award multiple contracts from this RFP.

A.6.3 The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City's best interest.

A.6.4 The City may modify this RFP by issuance of one or more written addenda. Addenda will be posted on http://www.shafter.com/financerfp and sent electronically to all proposers registered with the City. (See Section A.8)

A.6.5 The City reserves the right to meet with select proposers at any time to gather additional information.

A.6.6 The City reserves the right to remove or add functionality (i.e., modules, components, and/or services) until the final contract signing.

A.6.7 This RFP does not commit the City to award a contract. All proposals submitted in response to this RFP become the property of the City and public records, and as such, may be subject to

public review.

A.6.8   The City shall not be liable for any pre-contractual expenses incurred by prospective vendors, including but not limited to costs incurred in the preparation or submission of proposals. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

A.7   Communication Regarding this RFP

All communication from prospective proposers regarding this RFP must be in writing by email to the address listed in section A.9 of this RFP. Communication by telephone or in person will not be accepted.

Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the City Council or any employee of the City with regard to the acceptance of a proposal may result in the elimination of that vendor from further consideration.

A.8   Register as a Proposer

All firms interested in receiving further correspondence regarding this RFP are required to register by sending an email to James L. Zervis at jzervis@shafter.com, with a copy to Christine Wilson at cwilson@shafter.com and provide the following information:
- Company name;
- Name of contact person along with his or her title;
- Email address; and
- Phone number.

A.9 Inquiries and Requests for Clarification

A.9.1   In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed through email to the following contact. Questions over the phone will not be accepted:

Contact:	James L. Zervis
Title:	Director of Administrative Services
Email:	jzervis@shafter.com
Phone:	(661) 746-5043

A.9.2   All questions concerning the RFP must reference the RFP page number, and section heading. Questions will be answered and posted to the City's website (http://www.shafter.com/financerfp) in the form of addenda to the RFP. When addenda are issued, all firms that have registered as a proposer will be notified through email.

A.9.3   Inquiries or requests for clarification submitted prior to February 6, 2018 at 5:00 PM (PST) will be addressed at the pre-proposal vendor conference call on February 9, 2018 at 10:00 AM (PST). Additional inquires or requests for clarification will be accepted until February 16, 2018 at 5:00 PM (PST).

A.9.4   Proposals may be changed or withdrawn prior to the deadline for proposals. All such changes and withdrawals must be submitted in writing and received by the City prior to the deadline for proposals. After the deadline for proposals, no change in prices or other provisions prejudicial to the interest of the City or fair competition shall be permitted.

A.10 Pre-Proposal Conference Call

A pre-proposal vendor conference call will be held on February 9, 2018 at 10:00 AM PST. Attendance at the pre-proposal conference call is not mandatory. Proposers intending to participate in the pre-proposal conference call should request meeting access information by emailing James L. Zervis at jzervis@shafter.com by no later than February 8, 2018 at 5:00 PM PST. Answers to questions submitted prior to the conference and answers to all questions asked at the pre-proposal meeting will be officially answered by addendum after the meeting.

A.11 Procurement Schedule

The expected procurement schedule is listed below. The City reserves the right to change the procurement schedule. If changes are made, proposers will be notified by the City in the form of an addendum to this RFP, emailed directly to all registered proposers and posted on http://www.shafter.com/financerfp.

Procurement Schedule	
02/01/2018	RFP released
02/08/2018	Register for pre-proposal conference call – 5:00 PM (PST)
02/09/2018	Pre-proposal conference – 10:00 AM (PST)
02/13/2018	Last day to accept questions and requests for clarification on the RFP - 5:00 PM (PST)
02/16/2018	Answers to submitted questions provided
03/01/2018	Proposals due – 5:00 PM (PST)
03/16/2018	Up to three proposers elevated and notified for software demonstrations
Weeks of 04/03/2018, 04/09/2018, and 04/16/2018	Software demonstrations and Implementation Presentations
04/23/2018	Elevate and notify semifinalist or finalist proposer(s)
Week of 05/14/2018	Discovery sessions completed (1-2 days per elevated proposer, if necessary)
June 2018	Complete contract negotiations and Statement of Work (SOW)
July 2018	Award of contract by City Council
July/August 2018	Implementation Begins

A.11.1 Software demonstrations and implementation presentations will be held on-site at the City's offices and can cover all functional areas listed in this RFP. The City expects to elevate up to three (3) proposers for demonstrations. Demonstrations will include both presentations on

software and implementation services. It recommended that key member's proposer's implementation staff proposed for this project be present at the demonstration and lead presentation of any implementation topics. To avoid unnecessary delays, the City expects that proposers will be available for software demonstrations and on-site Discovery sessions on the dates identified on the procurement schedule and to identify any potential issues or conflicts in their response to this RFP using Attachment 2 (Signature Page). Proposers who cannot demonstrate their software during the dates identified by the City may be eliminated. The agenda and software demonstration scripts will be distributed to proposers that have been short-listed for software demonstrations approximately two to three weeks in advance of the demonstrations. Software demonstrations will also include a discussion on implementation. The City reserves the right to change the dates as needed.

A.11.2 Discovery sessions will consist of an additional on-site meeting with elevated proposers to focus on implementation issues. After software demonstrations, it is expected the City will elevate either one (1) or two (2) proposers. Each elevated proposal team will receive a Request for Clarification (RFC) letter that will ask proposers to clarify any necessary parts of the initial proposal. In addition, the RFC letter will identify a schedule for the on-site Discovery session that will include a detailed discussion of implementation issues. It is the expectation of the City that all key project team members will be available for the on-site Discovery sessions.

A.12 Evaluation Criteria

The City will review all proposals received as part of a documented evaluation process. For each decision point in the process, the City will evaluate proposers according to specific criteria and will then elevate a certain number of proposers to compete in the next level. Proposers not previously elevated may be elevated at a later date.

The sole purpose of the proposal evaluation process is to determine which solution best meets the City's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide and has proposed the best software and implementation approach for the City's current and future needs based on the information available and the City's best efforts of determination.

The proposal evaluation criteria, which will be developed by the City prior to opening of proposals, should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the City. The criteria that will be used to evaluate proposals may include, but are not limited to the following:

- Cost
- Response to Attachment 13 (Functional Requirements)
- Software Demonstrations
- Implementation Approach
- Past Experience with Similar Organizations and References
- Proposed Integration to Other Modules / Systems in RFP Scope
- Technical Compatibility
- Proposed Hosting Services and Service Level Guarantees
- Overall Understanding of the City's Needs and Project Risk Mitigation
- Project Management Approach
- Compliance with Contract Terms and Conditions

The City reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list. The City's evaluation team will then make a recommendation to be approved by the City's steering committee to elevate proposals for software demonstrations, discovery, and final contract negotiations.

A.13 Proposal Submission Instructions

A.13.1 Proposals are to be submitted in sealed packages by **March 1, 2018 at 5:00 PM PST.** Late submissions will not be accepted.

Submittal Address:
> City of Shafter
> James Zervis, Director of Administrative Services
> 336 Pacific Avenue
> Shafter, CA 93263

A.13.2 Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered. Please note the following as part of the submittal process.

A.13.3 Signature of the proposal by the proposer constitutes acceptance by the proposer of terms, conditions, and requirements set forth herein.

A.13.4 Proposers are required to separate their proposals into two sections, a technical proposal and a price proposal.

- Proposers are required to submit TWO (2) hard copies and TWO (2) electronic copies of the proposal (including both technical and cost proposal) in a sealed package that is clearly labeled with the proposer's company name and the RFP name. Hard copies of the proposal must include a submittal letter signed by an authorized agent of each firm involved in the proposal. The letter should include appropriate contact information for each firm.

A.13.5 Emailed and faxed proposals will not be accepted.

A.13.6 Use Attachment 1 (RFP Submittal Checklist) to ensure that all required documents, forms, and attachments have been completed and submitted as instructed.

By submitting a proposal, the proposer is providing a guarantee to the City that, if chosen, it will be able to provide the proposed products and services during the period of time discussed in the RFP. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. All proposals and supporting documents become public information after an award has been made and are available for public inspection by the general public in accordance with State of California public records statutes. Proposers shall give specific attention to clearly identify those portions of its response that it considers confidential, proprietary commercial information or trade secrets.

Respondents are advised that, upon request for this information from a third-party, the City is required to make a determination whether the information can be disclosed.

A.13.7 In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top of each page for which such privilege is claimed. Examples of confidential materials include trade secrets and financial statements. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential

portion of the proposal. The City will consider a proposer's request for exemptions from disclosure; however, the City will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, or large portions, is exempt from disclosure will not be honored. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

A.14 Organization of Proposal

The proposal must be organized into major sections defined in Section B. Specific instructions for each section are provided in Section B of this RFP. Any required attachments must be included in the proper section as indicated by the instructions.

A.15 Format of Electronic Submission

Proposers must provide electronic copies of all files on a flash drive, CD, DVD, or similar device using the following file formats. Attachments not listed in the table below do not have a required file format and may be supplied in either the original file format or PDF.

RFP Section	Attachment/Document	Required File Format
E.12	Attachment 12 (Staffing)	Microsoft Excel (.xls or .xlsx)
B.9.1	Sample agreements	Microsoft Word (.doc or .docx)
E.13	Attachment 13 (Functional Requirements)	Microsoft Excel (.xls or .xlsx)
E.14	Attachment 14 (Cost)	Microsoft Excel (.xls or .xlsx)

* NOTE: Attachment 13 (Functional Requirements) is password protected to prevent responders from making changes to the functional requirements.

Section B: Detailed Submittal Requirements

So that competing proposals can be compared equally, proposers must assemble their proposals in strict adherence to the submittal requirements identified in Section A.14. Failure to follow all proposal organizational requirements may result in disqualification. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. Proposals must address the following questions and contain the following sections.

B.1   Executive Summary and Introductory Materials

(Proposal Section 1.0) The introductory material should include a title page with the RFP name, name of the proposer, address, telephone number, the date, a letter of transmittal, and a table of contents. The executive summary should be limited to a brief narrative (less than 3 pages) summarizing the proposal.

B.1.1   Complete Attachment 1 (RFP Submittal Checklist)

B.1.2   Complete Attachment 2 (Signature Page)

B.1.3   Complete Attachment 3 (Proposer Statement)

B.2   Scope of Services

(Proposal Section 2.0) This section of the proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed including the following:

B.2.1   Complete Attachment 4 (Scope of Proposal)

B.2.2   For **each firm** identified on Attachment 4 (Scope of Proposal), explain the following:

- Complete the Attachment 5 (Company Background)

- Complete Attachment 6 (Reference Form).

- Role of the firm in the project

- Statement about whether the primary proposer's contract will/will not encompass the third-party product/service and/or whether the City will have to contract on its own for the product/service.

B.2.3   List and describe all proposed software products that will be delivered as part of the project and if the City will need to maintain/host the software on its servers. If software is sold by module, proposer must explicitly state the software module name and versions that are proposed.

- All functional requirements that are responded to with a positive response (anything except "N") are considered to be in scope. Proposed software and any necessary services required to meet the requirements of the RFP or implement the proposed software should be included in the proposal.

B.3   Functional Requirements

(Proposal Section 3.0) This section describes the software and implementation scope of the overall project and the requirements for each functional area. Responses to the functional requirements should be completed to identify the capability of the software, the scope of the implementation and if the requirement will be include under the scope of any proposed support agreement. Responses to the functional requirements shall use the following response codes:

Functional Requirements Responses	
Column E: Available Responses	
Y	Requirement Met and Proposed (Standard features in the generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion
Column J: Available Responses (if (Y-ND Selected in Column E)	
F	Feature Schedule for Future Release in Generally Available Software
E	Feature Developed as Enhancement for this Project
Column F: Available Responses	
S	Requirement and Feature Supported by Software Developer
TPS	Requirement and Feature Supported by Third Party
NS	Requirement and Feature Not Supported

B.3.1   Submit Attachment 13 (Functional Requirements)

- Failure to provide some requirements or excluding some requirements from scope will NOT automatically eliminate the proposer from contention. The City will evaluate the proposal as a whole including price/value comparisons when evaluating proposals.
- The requirements responses submitted will become part of the agreement. Proposers are expected to warrant both software and implementation of all positive responses (every response except "N" and "I").
- The City will clarify any requirements with the response of "I" during software demonstrations. Immediately following software demonstrations, proposers would be expected to re-submit Attachment 13 (Functional Requirements).
- For requirement responses other than "N" or "I," proposers must indicate the module or product that is required to meet the requirement.
- For requirement responses other than "N" or "I," proposers must indicate the phase of the project that the functionality will be implemented.
- All responses which are marked Y, or Y-ND will be considered to be included in the scope, and the cost proposal and all other information submitted in this proposal should reflect this. Furthermore, the module necessary to perform that functionality must be included in the scope and cost of this proposal.
- Proposers must be ready to demonstrate any requirements listed as "Y" during software demos.
- For functionality that is not currently available and not available for viewing at a demo, but that will be in scope for the project either as generally available features in a future release or

as a customization, modification, or enhancement specific for this project, proposers should indicated a response code of Y-ND and answer column J.

- Proposers are also required to respond if the feature will be supported in the product as part of the proposed maintenance and support offering and the proposed provider of support. Support services shall include technical support, access to patches and upgrades that accommodate the requirement, and helpdesk support for the requirement.

B.3.2   Identify any licenses, hardware, or other products not included in this proposal that would be required to operate any of the proposed solutions contained in this proposal.

B.3.3   Describe the technical environment necessary for this software for any products that are to be hosted by the City by completing Attachment 7 (Technical Specifications) (if applicable).

B.4 Implementation Plan

(Proposal Section 4.0) This section should describe the proposed implementation plan. Proposers should reference Section C.6 for listing of likely City resources devoted to this project.

B.4.1   Provide a detailed plan for implementing the proposed system. This information must include:

- Proposed phasing for roll-out of proposed system
- Explanation of advantages AND risks associated with this plan

B.4.2   Explain the proposed plan for implementation. This information must include:

- Description of implementation tasks and activities
- Description of key deliverables (and how they relate to the implementation approach and activities). *Please note the required deliverables listed in Section C.*

B.4.3   Explain the proposed vendor staffing for the project including:

- How many staff will the vendor have assigned to the project
- Approximate dedication to the project of each resource and approximate time work will be completed on-site vs. off-site
- Major roles and responsibilities for each resource

B.4.4   Explain proposed project management services including:

- Role of the vendor project manager
- Use of project collaboration site
- Expected role of the City project manager
- On-site presence of vendor project manager
- Proposed quality assurance procedures

B.4.5   Explain the expected City staffing for the project including:

- Assumed participation in the project (average portion of FTE). This should include all time spent working on the project (including time spent with and without vendor consultants)
- Assumptions about prior skills / competencies of resources
- Complete Attachment 12 (Staffing). Refer to Section C.6 of the RFP for project staffing assumptions.

B.4.6   Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training and web training services for the core project

team, end users, and technology personnel (if required).

- Explain any roles and responsibilities the City is expected to provide for the training effort including (but not limited to) training coordination, training material development, training delivery, etc.

B.4.7 Complete Attachment 11 (Conversions). The City expects proposers to include all conversions listed in the RFP.

B.5 Ongoing Support and Hosting Services

(Proposal Section 5.0) The proposal should specify the nature of any post-implementation and on-going support, including hosting services provided by the vendor including:

B.5.1 Complete Attachment 8 (Alternative Delivery Options) (if applicable)

B.5.2 Describe proposed services for hosting including:

- Information on the specific hosting services provided
- Service desk support services
- User setup, authentication and management processes
- Application support
- Operational support services
- Technology infrastructure services
- Disaster recovery
- Identify if all products (including third-party products) will be hosted through the same provider or not
- Identify what the City will need to host on its servers, if anything

B.5.3 For each of the services proposed explain service levels that are used to guarantee performance for the City through the proposed hosting agreement. Complete Attachment 9 (Proposed Service Level Agreement)

B.5.4 Complete Attachment 10 (Maintenance and Support)

B.6 Exceptions to the RFP

(Proposal Section 6.0) All requested information in this RFP should be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, with a written explanation of the exception and an alternate proposal (if applicable). The City, at its sole discretion, may reject any exceptions or specifications within the proposal.

To avoid the scenario where the City is unable to negotiate successfully with its finalist vendor, any material exceptions to the RFP including those to the terms and conditions listed in Section D will be clarified prior to elevation for software demonstrations.

B.7 Sample Documents

(Proposal Section 7.0) Proposers should include sample copies of the following documents.

B.7.1 Any sample agreements that the City would be required to sign upon contract award. This would include any applicable software license agreements, professional service agreements, hosting agreements, third-party agreements, etc.

B.7.2   Sample Project Plan

B.7.3   Sample of or excerpt from a business process assessment / system design document.

B.8 Price Proposal

(Proposal Section 10.0) - Proposers should submit their price proposal in a separate and sealed packet according to the format provided in Attachment 14 (Cost) to this RFP.

B.8.1   Identify major milestones as part of the project. It is required that costs will be invoiced upon completion of major milestones. Please provide a schedule of all payments necessary to complete the proposed scope.

B.8.2   Complete and submit Attachment 14 (Cost)

- It is important that proposers use the format presented in this RFP even if an additional format is provided. Attachment 14 (Cost) should include total price for all software, services, and additional costs to acquire all software and services referenced in the proposal including third-party prices. If third-party products or services are included, do not provide separate version of Attachment 14 (Cost) for each third-party product.
- **All pricing must be submitted as fixed by milestone. Costs listed as "to-be-determined", "estimated", or similar will not be scored.**
- All service costs must be provided on a task or completion basis with costs assigned to each milestone, deliverable and/or task. Proposers are required to fill in deliverables and tasks under the provided headers (project initial knowledge transfer, process analysis/system design, system build, testing, training, and closure) Additional detail may be provided to further explain deliverable/task costs.
- Proposers should include all software modules and state any limitations on module use. If no limitations are listed, the City will consider that pricing is based on full enterprise wide access for the City.
- **Proposers must submit implementation costs as fully loaded rates that include all necessary travel or other expenses.** By submitting a proposal, all proposers acknowledge that all pricing (including travel) must be a fixed fee or included in the implementation milestones. All proposers are encouraged to review travel costs for the City of Shafter, CA.

Section C: Scope of Project

C.1 Project Scope - Software

The project scope for procurement and implementation of software solutions is briefly described in the chart below. Specific functionality within each category listed below is more thoroughly described in Attachment 13 (Functional Requirements).

Functional Scope	
Financials	**Human Resources/Payroll**
- General Ledger - Purchasing / Contracts - Accounts Payable - Accounts Receivable/Misc. Billing - Utility Billing - Cashiering - Project/Grant Accounting - Fixed Assets - Budget Prep - Vendor Self Service	- Personnel Administration - Applicant Tracking & Hiring (optional) - Position Control - Benefit Administration - Leave Management - Time Entry/Scheduling - Payroll - Employee Self-Service - Employee/Travel Reimbursement

Proposals must provide a quote for software and implementation services of core functionality, and optional quotes for the software and implementation of any proposed supplemental functionality, e.g., applicant tracking and hiring. Please separate software and implementation cost for optional functional in Attachment 14 (Cost).

C.2 Project Scope – Implementation Services

The City is aware of the level of effort required for an ERP implementation. The City also understands the importance of a disciplined implementation that includes services for project management, system design and documentation, testing, and training. The City also desires a project where implementation consultants will participate in configuring the ending solution and provide in depth consultation regarding process efficiencies and best practices.

See Attachment 15 (As-Is and To-Be Maps) for process decisions the City has made and are expected to be implemented in the new system.

C.3 Project Scope – Implementation Deliverables

To ensure quality throughout the implementation, the City's project will include, at a minimum, the following deliverables. Each deliverable will be the responsibility of the vendor and will be formally presented to the City for review and sign off. For projects with multiple phases, the City expects each phase to contain each deliverable (unless noted):

1) **Comprehensive Project Plan –** Detailed listing of tasks for the entire project that includes the following for each task: due date, responsibility, predecessors. Tasks to include on the project plan will include all implementation activity, deadlines, milestones, sign offs, review periods, and deliverables.

2) **System Design Document –** Work product that identifies both the business process decisions as well as system configuration decisions for each in scope business process and system feature.
3) **Testing Scripts –** Test scripts based on the functional requirements and system design document that require successfully completion of each item in scope (functional requirements) and the set-up of the system (system configuration).
4) **Training Documentation –** Complete system manual for how to use the configured system

C.4 Project Scope - Hosting Services and/or Software as a Service

The City is interested in receiving proposals for both on premise solutions and those hosted externally and / or managed as software-as-a-service. Proposals may include information and pricing for multiple hosting platform options.

Proposers offering hosting and/or software-as-a-service should complete Attachment 8 (Alternative Delivery Options) and Attachment 9 (Proposed Service Level Agreement).

C.5 Project Schedule

The City is targeting the following project schedule:

Project Schedule		
Phase	**Start**	**Go -Live**
1) Finance/Utility Billing/Business License	July/August 2018	July 2019
2) HR/Payroll	January 2019	January 2020

C.6 Project Staffing

The City will make every effort to staff the project appropriately and understands that staffing a project is important to its success. The following table lists resources that the City expects to be available for the project, their applicable areas of knowledge/assumed roles in the project, and the maximum participation levels in the project.

City Staff Participation	
Assumed Role	**Maximum Participation (FTE)**
Project Manager	0.5
Finance/Procurement Lead	0.5
Utility Billing Lead	0.5
Finance Project Team	0.5
HR Lead	0.25
Payroll Lead	0.25

C.7 Statement of Work

The City will require the development of a detailed statement of work, including a high-level project plan, prior to contract signing. The statement of work will include and describe at least the following and may include additional items the City deems necessary:

- Project scope
- Project milestones
- Project deliverables

- High level project schedule (listing of phases and go-live dates)
- Project resources
- Project roles and responsibilities
- Project change control procedures

C.8 Number of Users

It is difficult for the City to envision exactly who will use the system as implementation of the system will result in a major change in the way that the City does business. Proposers should plan however on having all City departments with access to the system for at least a few users to enter transactions. The following user counts identify expected users within each functional area. Additional users may be required for extra help and proposers should plan to provide sufficient system access for the City to fully implement their desired business processes. Proposals should include services to complete implementation and any appropriate training services to prepare all City staff for using the system. (Note: Employees are counted in multiple columns).

City Users		
Type of User	Estimated Number of Users	Estimated Number of Power Users
Financials	31	2
HR/Payroll	1	5
Utility Billing	4	3
Budgeting	22	3
Purchasing	92	3
Time Entry/Scheduling/Leave Management	158	40
Technical/Administrative Users	2	3

C.9 Interfaces

Interface requirements have been included in with the functional requirements. Proposers should respond to each functional requirement, including the interface requirements, to identify the proposed scope. Any positive response – "Y" or "Y-ND" is considered to be in-scope and all pricing for the proposed scope included in the submitted milestone pricing. Interfaces to the City's existing systems are critical to the project success

C.10 Data Conversion

The City understands the level of effort required to convert data and is interested in converting only essential data required for the new system. Proposers are required to complete Attachment 11 (Conversions) and indicate the proposed data conversions that are included in scope.

C.11 Current Applications

The following applications are used by the organization for major business functions. Information about their replacement or interface is provided for the proposer's convenience. The City intends to discuss the future use of these applications during software demonstrations and contract negotiations.

Additionally, while not a part of this procurement, the City will explore community development functionality as a later and separate project. The City requests proposers to identify if it offers community development functionality or has partnered with third-party solutions in the past, interfacing its ERP solution to a community development solution.

Current Systems		
Functionality	**Application**	**In Scope for Replacement**
Financials, Utility Billing, HR/Payroll	Eden	Yes
Accounts Receivable	Inmate Management System	No
Assets Management/Utility	ArcGIS	No
Utility	Itron	No
Utility	InfoSend	TBD
Utility	EPX	TBD
Utility	Paymentus	TBD
Human Resources – Onboarding	NeoGov	TBD
Human Resources – TPA	Admin Direct	No
Human Resources – Pensions	CalPERS	No
Human Resources – Insurance	Principal Life	No
Accounts Payable – Credit Card	Mission Bank/Card Services	No
Accounts Payable – Gas Card	Jeffrey Brothers	No
System – Document Management	Laserfiche	No

Section D: Contract Terms and Conditions

Below are important contract terms and conditions that the City expects to be part of an agreement with the finalist proposer(s). Please indicate your willingness to comply with each condition by noting any exceptions per the instructions in section B.8 of this RFP. Contract terms in the final agreement should include but will not be limited to those listed below. The City will carefully evaluate any exceptions to the terms and conditions listed below.

D.1 Key Personnel
The City requires assurances as to the consistency and quality of vendor staffing for its project. Key points of the City's key personnel provision include:

D.1.1   The City shall have the ability to interview and approve key personnel proposed by the vendor.

D.1.2   The City shall have the right to dismiss key personnel from the project.

D.1.3   Vendor key personnel may not be removed from the project without the City's approval.

Use of subcontractors to fulfill a role designated as a key personnel or other tasks associated with the Agreement is prohibited unless approved in writing by the City.

D.2 Implied and Express Warranty

The Proposer will expressly warrant that the proposed and implemented system will conform in all material respects to the in scope requirements and specifications as stated in this RFP including the functional requirements in Attachment 13 (Functional Requirements) for a period no less than 12 months after final acceptance. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this proposal. Proposal also warrants that:
- All work performed in connection with the Agreement shall be performed in a competent, professional, and workmanlike manner and shall be consistent with the accepted practices and professional standards of industry providers performing similar services
- All work will be provided by an adequate number of qualified individuals with suitable training, education, and experience
- All work and all deliverables shall comply with requirements stated in an applicable statement of work
- Vendor personnel providing services will have obtained and maintain any necessary certifications, clearances, and authorization to provide contracted services.

D.3 Express Warranty Remedy
The City requires that the vendor commit to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the vendor will refund the full amount paid for the software, implementation and any paid hosting and/or maintenance costs.

D.4 System Acceptance
For purposes of acceptance of the system (or portions thereof), the City intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:

D.4.1   "Conditional Acceptance" will occur at or prior to go-live. The City will have up to forty-five (45) days to test the system ("pre-live testing") before going live.

D.4.2   The City will have a 90-day period after Conditional Acceptance to "live test" the system. Live testing is the City's opportunity to verify that the system complies with the functional

requirements and any other written specifications delivered to the City by the vendor during the course of the project.

D.4.3   If after the live testing the system performs in accordance with the system specifications (including the design document and functional requirements), the City will issue "Final Acceptance." The 90-day time frame for Final Acceptance shall be extended if problems are found in the live test. Specifically, the City expects to document the date the problem is found and the date it is certified as fixed. The acceptance period would pause when issues are reported and would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

D.5 Milestones

The City requires that all payments be based on successful completion of milestones. After the City's acceptance of the milestone, the vendor will invoice for any applicable milestone payments. Milestone payment amount shall either be a fixed fee or hourly based on the amount of time spent on the milestone up to a not-to-exceed limit.

D.6 Additional Users and Modules

The City will require "price protection" so that prices identified in the agreement are valid for a minimum of two (2) years from the effective date of the agreement for additional City users and modules that are listed in the proposal but are not initially purchased.

D.7 Deliverable Ownership

Vendor shall provide the City a perpetual license to use any Deliverable provided as a part of the Agreement and a license to share any Deliverable with other public entities for their internal use.

D.8 Delivery of the Project Plan and Other Key Deliverables

The project plan is to be delivered within a contractually specified timeframe after contract signing. Delay or failure to complete in a timely manner in this regard will result in the assessment of liquidated damages up to $1,000 per day. Other key deliverables (Design Document, Go-Live Date, and any other deliverable that can be deemed substantially the responsibility of the vendor) will also be subject to the assessment of liquidated damages up to $1,000 per day if the vendor misses these key timeframes.

D.9 Additional Work

Any changes to the mutually agreed upon contract and/or statement of work will be in the form of a written change order developed using process defined in the Agreement. The City is not responsible for any fees or expenses without a written approval on a change order.

D.10 Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

D.11 Delays in Performance

D.11.1   Neither City nor Consultant shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of the Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

D.11.2 Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

D.12 Compliance with Law

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

D.13 Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer the Agreement or any rights under or interest in the Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in the Agreement.

D.14 Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in the Agreement, subject to such directions and amendments from City as herein provided.

D.15 Insurance

General Liability
Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Vendor's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

Auto Liability
Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars ($1,000,000) per accident. If Vendor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

Workers' Compensation
Vendor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Vendor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Professional Liability
Vendor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and in the aggregate. Any policy

inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Vendor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Cyber Liability Insurance

Vendor must carry Cyber Liability Insurance with limits not less than $1,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall provide that the City and its officers, officials, employees, and agents shall be additional insureds, and the policy shall be primary and non-contributory.

D.16 Workers' Compensation/Employer's Liability

D.16.1 Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under the Agreement.

D.16.2 To the extent Consultant has employees at any time during the term of the Agreement, at all times during the performance of the work under the Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under the Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by the Agreement, workers' compensation coverage of the same type and limits as specified in this section.

D.17 Professional Liability (Errors and Omissions)

At all times during the performance of the work under the Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to the Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under the Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

D.18 Minimum Policy Limits Required

D.18.1 The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 per occurrence for bodily injury and property damage

| Employer's Liability | $1,000,000 per occurrence |
| Professional Liability | $1,000,000 per claim and aggregate (errors and omissions) |

D.18.2 Defense costs shall be payable in addition to the limits.

D.18.3 Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to the Agreement.

D.19 Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

D.20 Policy Provisions Required

D.20.1 Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by the Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of the Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

D.20.2 The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

D.20.3 The retroactive date (if any) of each policy is to be no later than the effective date of the Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under the Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of the Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of the Agreement.

D.20.4 All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

D.20.5 The limits set forth herein shall apply separately to each insured against whom claims are made

or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

D.21 Qualifying Insurers

All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

D.21.1 Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

D.22 Additional Insurance Provisions

D.22.1 The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to the Agreement, including but not limited to, the provisions concerning indemnification.

D.22.2 If at any time during the life of the Agreement, any policy of insurance required under the Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel the Agreement.

D.22.3 The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

D.22.4 Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

D.23 Subconsultant Insurance Requirements

Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

D.24 Indemnification

D.24.1 **Indemnity for Professional Liability:** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

D.24.2 **Indemnity for Other Than Professional Liability:** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

D.25 California Labor Code Requirements

D.25.1 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $15,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

D.25.2 If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

D.26 Verification of Employment Eligibility

By executing the Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

D.27 Law and Venue

The Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of the Agreement, the action shall be brought in a state or federal court situated in the County of Kern, State of California.

D.28 Termination or Abandonment

D.28.1 City has the right to terminate or abandon any portion or all of the work under the Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications,

written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

D.28.2 Consultant may terminate its obligation to provide further services under the Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of the Agreement through no fault of Consultant.

D.29 Documents

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in the Agreement, be furnished to and become the property of the City

D.30 Equal Opportunity Employment

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

D.31 Successors and Assigns

The Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to the Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

D.32 Non-Waiver

None of the provisions of the Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

D.33 City's Right to Employ Other Consultants

City reserves its right to employ other consultants, in connection with this Project or other projects.

D.34 Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, City shall have the right to rescind the Agreement without liability. For the term of the

Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in the Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section E: Attachments

E.1 Attachment 1 (RFP Submittal Checklist)

Submittal Checklist		
Section	**Item**	**Submitted**
B.1	Executive Summary and Introductory Materials	
E.1	Attachment 1 (RFP Submittal Checklist)	
E.2	Attachment 2 (Signature Page)	
E.3	Attachment 3 (Proposer Statement)	
B.2	Scope of Services	
E.4	Attachment 4 (Scope of Proposal)	
E.5	Attachment 5 (Company Background)	
E.6	Attachment 6 (Reference Form)	
B.3	Functional Requirements	
E.13	Attachment 13 (Functional Requirements)	
E.7	Attachment 7 (Technical Specifications)	
B.4	Implementation Plan	
E.11	Attachment 11 (Conversions)	
E.12	Attachment 12 (Staffing)	
B.5	Ongoing Support and Hosting Services	
E.8	Attachment 8 (Alternative Delivery Options)	
E.9	Attachment 9 (Proposed Service Level Agreement)	
E.10	Attachment 10 (Maintenance and Support)	
B.6	Exceptions to the RFP	
B.7	Sample Documents	
B.8	Price Proposal	
E.14	Attachment 14 (Cost)	

E.2 Attachment 2 (Signature Page)

The undersigned proposer having examined this RFP and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that the proposer will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that the proposer will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as proposed.

Submitting Firm: _____

Address: _____

City: _____State:_____ Zip:_____

Authorized Representative (print):_____ Title: _____

Authorized Signature: _____ Date: _____

Contact Information:

Name: _____

Title: _____

Address: _____

City: _____State:_____ Zip: _____

Email: _____

Phone: _____

Cell Phone: _____

Fax: _____

Software Demonstrations:

Software demonstrations are currently scheduled for the following dates. Please indicate your availability and date preference to provide software demonstrations in the event your proposal is elevated to software demonstrations. Elevated proposers will be notified of the scheduled demonstrate date when elevated.

Week	Availability (Y/N)	Preference (1,2,3,No Preference)
04/03/2018 to 04/05/2018		
04/09/2018 to 04/11/2018		
04/16/2018 to 04/18/2018		

E.3 Attachment 3 (Proposer Statement)

By submitting a response, the respondent acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the proposer to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work available. The City is not responsible for any conclusions or interpretations made by the proposer on the basis of the information made available by the City.

The following addendums have been acknowledged and are included in our response. Proposals that do not acknowledge addendums may be rejected.

Addendum#	Initials

_____
PRINTED NAME OF AUTHORIZED AGENT (TITLE)

_____   _____
SIGNATURE OF AUTHORIZED AGENT   DATE

E.4 Attachment 4 (Scope of Proposal)

Identify the scope of the proposal and if the proposal contains software and services for each scope option. Scope options are defined in the RFP in section A and Section C.

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Software and Implementation Services:
- ☐ Proposed
- ☐ Not Proposed

Primary Software Firm _____
Software Product Proposed _____ Version _____
Primary Implementation Firm _____

Technology Services:
- ☐ Hosting Services Proposed
- ☐ Software as a Service Proposed
- ☐ Not Proposed

Hosting Provider: _____

Third Party Products/Services
- ☐ Third Party Products/Services Proposed
- ☐ No Third Party Products/Services Proposed

Firm _____*Purpose* _____
Firm _____*Purpose* _____
Firm _____*Purpose* _____
Firm _____*Purpose* _____
Firm _____*P*urpose _____
Firm _____*Purpose* _____

Name of Individual / Firm Submitting Proposal:
_____

Signature of Proposer:
_____

E.5 Attachment 5 (Company Background)

Complete one form for **each firm** included in the proposal, including any third-party products.

Company Background	
Company Name:	
Location of corporate headquarters:	
Proposer Experience	
# of years in business:	
# of years providing systems/services to public sector:	
Customer Base:	
# of clients using proposed software/services	
Last five most recent contracts	
# of other public sector clients in California	
Market Focus:	
Identify other industries serviced (other than local City)	
User Group:	
Identify national and regional user groups	
Explain the purpose and function of user groups	
If not Primary Proposer	
# of past projects partnering with primary proposer	
Official Partnership status/certification (if applicable)	
About the Company	
Number of Total Employees:	
Number of Employees Providing Implementation Services (if applicable)	
Number of Employees Supporting Product (Maintenance and Support) (if applicable)	
Number of Employees Dedicated to Product Development (if applicable)	

E.6 Attachment 6 (Reference Form)

Please provide at least five (5) references for past projects that include products and services similar to those proposed for this RFP, including at least one city in California. Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Client:_____

Project Manager/Contact:_____ **Title:**_____

Phone:_____ **E-mail:**_____

Software Program/Version:_____

Summary of Project:_____

_____

_____

Number of Employees: _____ **Size of Operating Budget:** _____

PROJECT SCOPE

Please indicate (by checking box) functionality installed:

☐ Financials   ☐ Budgeting
☐ HR   ☐ Time Entry
☐ Payroll   ☐ Utility Billing

TECHNOLOGY INFORMATION

Hosted? Yes_____ **No**_____ **If yes, hosting provider**_____

IMPLEMENTATION INFORMATION

Project Duration: _____
Initial Go-Live: _____
Describe Role on Project:_____

_____

_____

Project Challenges: _____

_____

_____

_____

Major Accomplishments: _____

_____

_____

_____

E.7 Attachment 7 (Technical Specifications)

Technical Specifications	
Required Licenses	
Is the system available to be hosted by the City?	Yes/No
Platforms supported	
Optimal and minimum network requirements	
Optimal and minimum database requirements	
Optimal and minimum server requirements	
Optimal and minimum desktop (client) requirements	
Is content delivered through a web browser (which browsers supported?)	
Reporting	
Does the software come with a report writer? (Which one)	
Does the report writer utilize a separate database?	
Security	
What security tools are provided in software?	
Identify data encryption approach used	
Does system support active directory?	
Does system support single sign on?	
Network Bandwidth	
What are the bandwidth requirements for optimal performance?	
Deployment	
How is the system installed on individual workstations? How are updates/patches installed?	

E.8 Attachment 8 (Alternative Delivery Options)

*Attach additional pages if necessary

Alternative Delivery Options	
Options	
Is system available through ASP model (City owns license; system hosted by vendor)	Yes/No
Is the system available through SaaS model (City pays monthly service fee)	Yes/No
Is the system available through a managed services model (City owns and hosts system; vendor maintains system)	Yes/No
Where is the data center and disaster recovery data center located?	
Network Bandwidth	
If ASP or SaaS, what are the internet bandwidth requirements for optimal performance?	
Contract	
Describe any minimum contract periods (example: Minimum of 5 year)	
After contract period, is it possible to transition to self-hosted model? Describe what is required for transition and cost	
Proposed Services	
Number of database instances (please list)	
Describe proposed disaster recovery services	
Describe proposed application availability service level	
Security	
Describe security including firewalls, authentication, and architecture of data center	
Describe network level security	
Describe physical security of data center	
Describe data center security policies including background checks on employees and other measures to protect confidentiality and sensitivity of City's data	
Support	
Describe operations support	
Describe back up procedures and testing of backups and other quality assurance processes to ensure the backup is working correctly.	
Describe process for installing patches and updates	
Describe process for roll-back of patches and updates if major functionality is broken as a result of the patch and/or update	

E.9 Attachment 9 (Proposed Service Level Agreement)

If hosting services are proposed, please complete the following table identifying proposed service level guarantees. For each service, please indicate the metric used to measure the service quality, the proposed requirement (target for service), and the proposed remedy/penalty if guarantee is not met.

Proposed Service Level Guarantees			
Service	**Metric**	**Requirement/ Guarantee**	**Remedy if Not Met**
System Availability (Unscheduled Downtime)			
System Response (Performance)			
Issue Response Time			
Issue Resolution Time			
System Data Restore			
Implementation of System Patches			
Notification of Security Breach			
Please list other proposed service levels			

Proposed Service Level Guarantees	
How is performance against service levels reported to the City	
Describe process for City reporting issue to the vendor	

E.10 Attachment 10 (Maintenance and Support)

Proposed Maintenance and Support	
Post-implementation Support:	
Days of on-site support after go-live	
Other on-site support after go-live (month end, quarter end, year end, open enrollment, etc.)	
Telephone Support:	
Hours available (and time zone)	
Problem Reporting and Resolution Procedures	
Response time for various levels of severity	
User Groups:	
Local User Group	
User Group Members (number)	
Third Parties:	
Support provided for third party products?	
Upgrades/Patches:	
Upgrade Frequency (major and minor releases)	
How are upgrades delivered?	
Are upgrades required?	
How many versions are currently supported?	

E.11 Attachment 11 (Conversions)

(See Separate Excel Spreadsheet)

E.12 Attachment 12 (Staffing)

(See Separate Excel Spreadsheet)

E.13 Attachment 13 (Functional Requirements)

(See Separate Excel Spreadsheet)

E.14 Attachment 14 (Cost)

(See Separate Excel Spreadsheet)

E.15 Attachment 15 (As-Is and To-Be Maps)

(See Separate PDF)