Request for Proposal (RFP)

for an

Enterprise Resource Planning (ERP) System

for

CITY OF PITTSBURG, CA

RFP#	CoP-ERP-221207
Release Date	December 7, 2022
Pre-Proposal Conference (In-Person and Virtual)	December 16, 2022
Due Date	February 7, 2023

City of Pittsburg

65 Civic Avenue

Pittsburg, CA 94565

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Section A: RFP Introduction

A.1 Purpose of the RFP

With this Request for Proposals (RFP) the City of Pittsburg, California (the City) desires to contract with one or more firms to provide an Enterprise Resource Planning (ERP) System or other similar software using a Software as a Service (SAAS) or Hosted models and provide consulting services necessary to implement the software system, convert data and achieve results as identified in this RFP.

A.2 About the City

The City of Pittsburg has been a city in progress for nearly a century and a half. It currently has a population of 74,000 and is located at the point where the Sacramento and San Joaquin rivers meet. The City is also roughly 37 miles northeast of San Francisco and 29 miles northeast of Oakland.

From a struggling settlement to an industrial center, Pittsburg has grown into a friendly community of landscaped parks, recreational facilities, a marina, shopping centers, affordable housing, and planned business and commercial development.

The City provides various municipal services, including public safety (police), community planning and economic development, public works, culture, administrative services, finance, information technology, procurement, and human resources.

Pittsburg is a city of both progress and promise that embraces future growth through its continuing values:

- INTEGRITY: To be open and honest, to honor our commitments;
- TRUST: To conduct all activities in ways that increase confidence in the City's policies and services;
- COMMITMENT: To sustain a focus on excellence in public service;
- RESPECT: To be responsive to all the people we work with and serve, to act in a timely and sensitive way;
- PRIDE: To recognize and celebrate the unique and positive characteristics of Pittsburg;
- CONTINUOUS LEARNING: To grow in our understanding of the workplace and the community so that we can provide the most responsive and efficient service;
- PARTNERSHIP: To foster collaboration in meeting community challenges to maximize active citizen participation.

The City provides a broad range of municipal services. See the below organization chart for the full listing of services provided by the City.

CITY GOVERNMENT ORGANIZATION

Residents of Pittsburg

Treasurer

City Council

City Clerk

City Manager

City Attorney

Assistant City Manager

Community Services

Recreation

Pittsburg Power Company

Human Resources

Finance

IT

Water Administration

Risk Management

Housing Authority

California Theatre

CDBG

Youth

Contracts & Property Management

Successor Agency to Former RDA

Waterfront/ Marina Administration

Environmental Affairs

Solid Waste

My Brother's Keeper

Community Outreach

Records and Council Services

Community & Economic Development

Police Department

Public Works & Engineering

Economic Development

Planning

Code Enforcement

Building

Engineering

Public Works

Marina Operations

Water Operations

Sewer Operations

Water Treatment Plant

Citywide Maintenance

The City of Pittsburg operates under a council-manager form of government and derives its authority from the California constitution and laws enacted by the state legislature.

All legislative power is held by the publicly elected, five-member City Council, which consists of the Mayor and four Council Members. Additionally, The City Council must adopt a budget by June 30th of each year for the subsequent fiscal year that begins on July 1st.

Background Statistics*	
Background Summary	
Current Population	74,000
Budget (All Funds)	$57 million
Full-Time Employees (FTE) (FY 2022 Budget)	324
Part Time / Seasonal (FTE) (FY 2022 Budget	120
Fiscal Year End	June 30

Note: Pricing for ERP Services based on information provided in this table should assume full usage by the City. Multiple departments, agencies or entities of the City, some of which are separate legal entities (e.g. Housing Authority, Pittsburg Power Company.), will use the ERP system. Discrepancies in definitions or specific contract language that would require the City to purchase additional licenses may result in disqualification. Vendors should ensure that license quantities are sufficient to cover all City employees and operations. For more information on the City, please review the City's Budget and Other Financial Documents at https://www.pittsburgca.gov/services/finance/budget-and-other-financial-documents

A.3 Project Background

The City faces similar challenges to other cities of its size and views this ERP project as not only a strategy for modernizing its legacy technology systems, but also to streamline business processes, implement best practices, and provide staff a tool to better manage ongoing challenges in an ever evolving environment. While the City's existing system, Eden, has served the City well for many years, missing functionality, lack of integration, and less than optimal configurations present obstacles in financial reporting, budgeting, procurement, payroll, and other functions. In addition, Eden has reached its end of life and lacks many modern features found in financial and human resource systems on the market today.

The City wants to replace the solution with an integrated and user-friendly interface that uses efficient processes, provides easy and secured access to data, and does not require a heavy dependency on technology staff to support it.

Project success will not only require implementation of a modern system, but also optimization of business processes. The City contracted with the Government Finance Officers Association to provide an initial assessment and provide recommendations for business process change and project readiness. The RFP requirements contained in this document represent those efforts and the City expects to use the ERP project to implement those recommendations.

This ERP project goes beyond technology. The City of Pittsburg considers it a transformative project – involving a change in business processes and a change in project team dynamics. Therefore,

communications and collaboration will be essential for the successful implementation of next-generation technology.

Moreover, the City wants active stakeholder participation in the project's planning, implementation, and post-implementation support. With this understanding, the City embarked on implementing several process reviews and readiness activities.

Within the context of process review and readiness activities, the City created process improvement teams, commonly referred to as PIT crews. These crews have thoroughly examined, documented, and begun designing improved and future business processes. In addition, the PIT crews have been tasked to review existing policies, procedures, and charts of accounts and recommend changes in advance of implementation.

Members of the PIT crews will also participate in selecting the ERP solution. Additionally, this project has significant organizational buy-in from various levels of stakeholders. It has established executive sponsorship, a governance structure, a project charter, and project goals guiding decision-making during the project. Consequently, these activities will result in an ERP system meeting the City of Pittsburg's needs and increasing efficiency.

Furthermore, The City also engaged the Government Finance Officers Association (GFOA) for consulting services to assess many financial-related processes, identify future state process improvements and requirements, and assist with planning and readiness activities related to ERP acquisition and implementations.

The City's utility billing functions are also managed by Eden, although the City will release a separate RFP for utility billing in the near future. The City's goal is for the new ERP and Utility Billing system to be integrated.

The project scope, project goals, and more information about the City is listed in Section B of this RFP.

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 proposer 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. Proposers should also note several key contract assumptions that have been listed in Section C of this RFP. Failure to materially adhere to RFP requirements may lead to proposal disqualification or reduced evaluations.

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 functional requirements will not disqualify a firm. However, the City will evaluate each proposal to determine if its overall fit is 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 pricing must be submitted on a fixed fee basis upon completion of pre-identified "milestones." For software services, all pricing must include fixed pricing for the initial contract term. For implementation services under a milestone arrangement, the vendor shall invoice the City when the City has accepted the Services included as requirements for each milestone. The scope of the project, including the milestones, will be defined by the statement of work that describes both functional requirements of the software and business process expectations.

A.5.4 All proposals and any subsequent clarification or response to the City's questions shall be valid for a minimum of 120 days.

A.5.5 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.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 City has established an Evaluation Committee that will make a recommendation to the City Manager.

A.6.2 The City's evaluation criteria will cover major risk areas for the project as listed in Section A.11 of this RFP. The City reserves the right to modify evaluation criteria after release of this RFP.

A.6.3 The City reserves the right to award multiple contracts from this RFP.

A.6.4 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.6.5 The City may modify this RFP by issuance of one or more written addenda. Addenda will be posted to the City's RFP Posting webpage, https://www.pittsburgca.gov/business/rfp-postings. Proposers are responsible for reviewing any posted addenda and ensuring that proposals meet requirements of any posted addenda.

A.6.6 The City reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the City reserves the right to remove or add functionality (e.g., 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. Proposers concerned with release of proprietary or confidential information are encouraged to not submit that information in the proposal.

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 (email) and directed to Jitendra Kaneria at **jkaneria@pittsburgca.gov**. Communication by telephone or in person will not be accepted.

A.8 Inquiries and Requests for Clarification

A.8.1 All questions concerning the RFP must reference the RFP section heading. Questions will be answered and posted to the City's RFP Posting webpage (https://www.pittsburgca.gov/business/rfp-postings) in the form of addenda to the RFP. Vendors are responsible to search and review the City's website for addenda.

A.8.2 Inquiries or requests for clarification submitted prior to the pre-proposal conference will be addressed at the pre-proposal vendor conference. Additional inquires or requests for clarification will be accepted until the date listed in the procurement schedule below.

A.9 Pre-Proposal Conference

A pre-proposal vendor conference will be held in-person as well as via Zoom/WebEx at the date and time listed in the procurement schedule. Attendance at the pre-proposal conference is not mandatory. 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. Pre-Proposal conference details (including virtual link) will be posted on the City's RFP Posting webpage, https://www.pittsburgca.gov/business/rfp-postings. Vendors are responsible to search and review the City's website for Pre-Proposal information.

City of Pittsburg
Council Chamber (3rd Floor)
65 Civic Avenue, Pittsburg, CA 94565

A.10 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.

Procurement Schedule	
12/7/22	RFP released
12/16/22	Pre-proposal conference – 11:00 AM – 12:00 PM (PST)
1/6/23	Last day to accept questions and requests for clarification on the RFP - 4:00 PM (PST)
1/13/23	Answers to submitted questions provided
2/7/23	Proposals due – 4:00 PM (PST)
2/14/23 – 2/16/23	Vendor introductory presentations (remote only)

Procurement Schedule	
3/15/23	Proposers elevated and notified for software demonstrations
4/4/23 – 4/6/23 4/11/23 – 4/13/23 4/18/23 – 4/20/23	Vendor software demonstrations and interviews (on-site)
4/25/23	Elevate and notify semifinalist or finalist proposer(s)
5/24/23 5/25/23	Discovery sessions completed (1-2 days per elevated proposer, if necessary) (on-site)
July 2023	Complete contract negotiations and Statement of Work (SOW)

A.10.1 Vendor introductory presentations will be remotely the week of February 14, 2023. Upon receipt of a proposal meeting submittal requirements, the City will schedule all proposers for a 60 minute presentation and question-answer session. Vendors are expected to provide a high level overview of their proposal and introduction to their firm and project team. The City will reserve the last 20 minutes for questions.

A.10.2 Vendor software demonstrations and interviews will be on-site (preferred, but open to discuss some remote presentations, and can cover all functional areas listed in this RFP including software or implementation services for elevated vendors. It is expected that the City will elevate three (3) proposers. On-site presentations will be held at the City's offices at 65 Civic Avenue, Pittsburg CA 94565. The City recommends that key members of the proposer's implementation staff assigned to this project be available for these interviews. The City expects that a portion of the evaluation criteria will focus on the proposed project team and failure to make project team members available will negatively impact proposal evaluations. The agenda and software demonstration scripts will be distributed to proposers that have been short-listed for software demonstrations approximately two weeks in advance of the demonstrations. The City reserves the right to change the dates as needed. At this time, the City is planning to conduct some of the interviews and demonstrations on-site, but will re-evaluate based on current public health guidance at the time of the event.

A.10.3 Discovery sessions will consist of an additional on-site meeting with elevated proposers to focus on implementation issues and development of a statement of work (SOW). After vendor interviews, it is expected the City will elevate 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.11 Evaluation Criteria

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all responses, or terminate the competitive solicitation process at any time and secure the solicited products and services by any other lawful means. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.

A.11.1 **Evaluation Procedures.** An Evaluation Committee comprised of cross-departmental committee

of City staff will conduct evaluation of the responses and their recommendations will be presented to the City Manager. The City Manager will present the recommendation to City Council. Proposers shall be evaluated based upon the information and references contained in the responses submitted, and any subsequent demonstration, interview, or request for information submitted.

Evaluation Criteria. The Evaluation Committee shall evaluate all responsive submittals based on the following 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 select a certain number of proposers to compete in the next level. Proposers not previously selected may be selected 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 seeks to determine the best software and implementation approach for the City's current and future needs. The proposal evaluation criteria should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the City. The below tables reflects the criteria and weights for each step in the procurement process.

Written Proposal Evaluation Phase	
Criteria	**Weight**
Price	7.5
Software Functionality	25
Implementation Approach	25
Understanding of City's Needs / Responsiveness to RFP	5
Long Term Support / Business Continuity	12.5
Security and Technical Administration	10
Compliance with Key Contract Terms	15
Total	**100**

Software Demonstration Evaluation Phase	
Criteria	**Weight**
Functional and Technical Software Demonstration/Functionality:	25
Implementation Methodology & Interview	30
Qualifications, Experience, and Background	15
Understanding of City's needs	5
Price	10
Technology / Integration	15
Total	**100**

Discovery Evaluation Phase	
Criteria	**Weight**
Implementation Methodology and Approach	30
Project Team Experience	20
Price	20

Formal Response to Request for Clarification	10
Post Implementation Support	5
Terms and Conditions	15
Total	**100**

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 committee will make a recommendation to elevate the top ranked vendor for advancement to final contract negotiations.

A.12 Contract Award

A.12.1 **Evaluation Committee Recommendation.** The Evaluation Committee's recommendation shall be presented to the City Manager for recommendation to the City Council based on its final ranking.

A.12.2 **Method of Award.** Award will be made to the highest ranked, responsive, responsible Proposer.

A.13 Proposal Submission Instructions

A.13.1 Proposers to this competitive solicitation are required to submit FOUR (4) hard copy (in binders) of the entire proposal and ONE (1) electronic version on a flash drive.

A.13.2 Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entity's name by an individual authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority to bind the business entity.

A.13.3 All responses will become the property of the City of Pittsburg. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

A.13.4 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.

A.13.5 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 public in accordance with State of California public records statutes.

A.14 Required Documents and Information

The City deems certain documentation and information important in the determination of responsiveness and responsibility and for the purpose of evaluating responses. The documents and information the City requires each Proposer to submit with their response are listed in Section C of this RFP. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address each item required by this competitive solicitation. The responses shall be organized and divided into the sections indicated. The "Response Attachments" are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. To the extent the Response Attachments do not address a solicitation requirement, additional documents and

information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the competitive solicitation.
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A.15 Format of Electronic Submission

Proposers must provide responses, including responses to the attachments listed below using the identified 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.

D.114	Attachment 14 (Level of Effort)	Microsoft Excel (.xls or .xlsx)
D. 15	Attachment 15 (Functional Requirements)	Microsoft Excel (.xls or .xlsx)
D.16	Attachment 16 (Cost)	Microsoft Excel (.xls or .xlsx)
D.17	Attachment 17 (Interface List)	Microsoft Excel (.xls or .xlsx)
D.18	Attachment 18 (Data Conversion)	Microsoft Excel (.xls or .xlsx)

Section B: Scope of Project

B.1 Project Scope – Overview

The overall project scope for the project is defined in Sections B2. – B7 below. Scope includes software, implementation, project management, and other ongoing services.

Functional Scope	
Phase 1 - Financials	**Phase 2 - Human Resources/Payroll**
- Accounting / General Ledger - Project / Grant Accounting - Procurement - Accounts Payable - Accounts Receivable - Treasury - Cashiering - Capital Assets / Asset Management - Budget - Risk Management	- Position Control - Human Resources - Benefit Administration - Employee Evaluations - Employee Self-Service - Personnel Evaluations - Personnel Administration, - Applicant Tracking & Hiring - Leave Management - Time Entry - Payroll

NOTE: See functional requirements attachment for full scope.

B.2 Functional Scope / Project Goals

Within each individual scope category, the City expects to use this project to not only implement software, but also, where applicable, to update policy or business process. The City expects that the chosen vendor understands the City's goals and provides assistance in guiding the City towards achievement of the following goals. The following will be considered success criteria for the project and the City expects to engage in a joint effort with the vendor to work towards, track, and be accountable for project outcomes. Process scope areas are used to classify functional requirements identified in Attachment 15.

 B.2.1   **Accounting / General Ledger and Project/Grant Accounting**- The City is using this project as an opportunity to completely redesign and simplify the chart of accounts. Currently, due to limitations with the existing system and lacks the ability to adequately track projects and ongoing programs. The City is "running out of numbers" in many instances and had to use segments for a variety of purposes. The City is looking forward to using the new system to help automate and streamline processes, eliminate use of shadow systems to track project/grant or managerial data, and leverage reporting tools that provide current, accurate, and relevant data to managers. The City will be working with GFOA to identify a streamlined chart of accounts prior to the beginning of implementation.

 Project Goals:
- Revise the City chart of accounts
- Provide system produced reporting that is consistent with the GASB & GAAP reporting requirements to produce the Annual Comprehensive Financial Report (ACFR)
- Provide system produced reporting that is consistent with the State of California Uniform Accounting Standards.

- Reduce the use of spreadsheets at department level to track capital projects, budget availability, grants, and other reporting needs
- Use the system for accurate and timely reporting on budget

Process Scope:
- Chart of Accounts
- Journal Entry
- Financial Reporting
- Year-End Accruals
- Budget Monitoring
- Grant / Project Management
- Project Set Up
- Project Tracking
- Project/Grant Revenue
- Project Billing
- Project Closing

B.2.2   Procurement / Accounts Payable – While the City has made recent modernization efforts to its procurement policy, the City still suffers from lack of integration, inefficient procedures, and inconsistent use of purchase orders, purchase requisitions, and contracts.

The City understands the importance of having an integrated purchasing function and will use the project as an opportunity to better align centralized purchasing with decentralized departmental interests.

The City is using this project as an opportunity to implement revised purchasing policies that will require a more formal approach to purchase requisitions, purchase orders, RFPs/bids, contracts, and p-card usage and provide operational efficiencies from streamlined approvals and better coordination with accounts payable and budget functions. For accounts payable, the City will implement best practices featuring electronic payments, modern security and internal controls, and efficient processes.

Project Goals:
- Reduce direct payment of invoices and require approval before purchase is made
- Better utilize procurement as an input for more timely budget monitoring
- Increase the number of vendors paid electronically
- Increase Cal-card usage and transparency around Cal-card data through integration
- System is used to monitor and manage spending on contracts/budgets
- Reduce external subsystem management of expenses

Process Scope:
- Purchase requisitions
- Purchase orders
- Change orders
- Contracts
- P-cards (Cal-Cards)
- Invoice processing
- Payment processing
- Vendor management
- Employee expense reimbursement (included with HR)
- End of year processing
- Reporting

- Interface to third party systems
- P-Card vendors

B.2.3 **Treasury / Cash Management**– Having an integrated system that all departments can use to manage treasury and cash receipts functions will allow the City to take an enterprise approach to accounts receivable. With the systems, departments without a specialized billing system will be able to utilize the ERP system for miscellaneous billing, aging, cash receipts, and reporting. For departments with a detailed billing system (utility billing, permits, etc.), the ERP system will provide an interface so that all accounts receivable and cash receipts can be aggregated in one system.

Project Goals:
- Implement accounts receivable system that provides accurate reporting
- Develop interface to automate exchange of information from third party billing systems

Process Scope:
- Miscellaneous Billing
- Recurring Billing
- Receivable Tracking
- Accounts Receivable
- Cash Management
- Bank Reconciliations
- Interfaces

B.2.4 **Cashiering** – The City expects to implement a city-wide approach to receiving customer payments. Currently, the City collects payments with Tyler. The City expects that the cashiering functionality implemented with this ERP project will allow the City to use one standardized tool across multiple systems to take in customer payments, manage bank deposits, and assist with bank reconciliation.

Project Goals:
- Implement cashiering system that allows for web payments
- Reduce work effort required to manage deposits and perform bank reconciliation
- Identify common customers across multiple systems

Process Scope:
- Point of Sale
- Payment Receipt
- Deposits
- Interfaces

B.2.5 **Capital Assets / Asset Management**– The City has a need for both basic capital asset reporting to satisfy accounting standards and for a tool to assist staff with managing those assets. Capital asset functions are managed together between the Finance department (financial reporting) and the operating departments that control the assets (management of asset). The City has implemented CityWorks to assist with managing the assets. However, there still is a need within an ERP system for tracking and reporting on assets across the entire City. With all assets, the City would need a system to identify assets, track basic information, and perform necessary financial reporting. With introduction of new accounting requirements for leases (GASB 87), the City also needs to incorporate process within the scope of this project for tracking and reporting on leases and loans.

Project Goals:
- Track all assets in one system
- Provide tool for departments to track both capitalized and non-capitalized assets
- City infrastructure assets are linked to City GIS
- City assets managed in third party asset management system utilize interface to assist with coordination of city-wide asset list

Process Scope:
- Asset Acquisition
- Project Capitalization
- Depreciation
- Physical Inventory
- Transfer / Disposal / Retirement
- Leased Assets
- Interfaces
- CityWorks (Infrastructure Assets)

B.2.6   Position Control – With position control, the City expects to define unique position numbers in the system and associate positions with job classifications that will maintain information across a number of similar positions (such as salary grade/step, bargaining unit, benefit information, etc.). The City also expects a position control system to enforce position budgets and maintain historical information on positions as they are modified and re-classified over time.

Project Goals:
- Define positions and job classifications that allow for efficient administration of personnel budget and position control
- Track position history

Process Scope:
- Position Structure
- Position Control

B.2.7   Human Resources - Implementation of an integrated and modern human resource system for the City will provide many benefits and allow the City to automate processes, eliminate redundant tracking and storage of forms, utilize system tools for greater efficiencies, and provide additional benefits to employees. With the initial implementation, the City will focus on establishing a core human resource system that provides electronic employee file, electronic personnel actions, improved onboarding experiences for new employees, and an interface to the City's third party benefit management system, Alliant. Additional functionality for more advanced human resource management will be deferred to a later phase. The City will determine if an interface to NeoGov will be necessary, or the City may use the ERP system functionality as part of the evaluation process.

Project Goals:
- Use the system to manage one shared employee file between the human resources department and an employee's department
- Implement electronic personnel action form
- Centralized tracking of employee certifications and ongoing requirements to maintain certification

Process Scope:
- Employee File
- Onboarding
- Personnel Actions
- Certification Tracking
- Benefit Management
- Interfaces

B.2.8 **Payroll / Time Entry -** In addition to moving to a new payroll system, the City will use this project as an opportunity to modernize the payroll process and remove redundant work and improve data collection. In implementing a new time entry and payroll process, the City will also focus on simplifying the process and will use opportunities prior to go-live to simplify payroll rules.

Project Goals:

- Implement time-entry processes for employees utilizing electronic timesheet or other electronic time collection device
- Reduce unnecessary error correction with payroll
- Allow employees to charge labor costs to project and program

Process Scope:

- Time Entry
    - Regular
    - Special (FEMA, Special Events, etc.)
- Time Approval
- Salary Maintenance
- Payroll Calculations
- Payroll Processing
- Payroll Tax Processing
- Leave Management

B.2.9 **Budget -** The City will use the system to manage the development of both operating and capital budgets. Using data from the system, the City expects the system to provide forecasting, analytic, and scenario planning tools. In addition, the City expects to use the budget tool to prepare long-term forecasting for the City that projects and analyzes expense and revenue trends, expected capital expenditures, capital needs, and other cost and revenue drivers for the organization.

Operating Budget – The City will prepare an operating budget that includes a position budget. Departments will submit budget requests in the system for consideration into a citywide budget. Within each fund, budgets will be displayed by both department and program. The City currently performs a mid-year budget review process.

Capital Budget – The City will prepare both a capital budget and multi-year capital improvement plan (CIP).

Project Goals

- Provide tool for departments to develop budget without using Excel

- Develop a program budget
- Develop 5-year capital improvement plan (CIP)

Process Scope:

- Budget Projections
- Budget Requests
- Scenario Planning
- Position/Personnel Budgeting
- Program Budgeting
- Capital Budgeting
- CIP
- Budget Adjustments

B.2.10 Utility Billing Integration – As described earlier, the City will release a separate RFP for a utility billing system. While that system is currently unknown, a significant goal of this project is for the ERP system and the Utility Billing system be tightly integrated to share financial data. Vendors are encouraged to provide integration details of their proposed systems with a Utility Billing system, whether their own or a 3rd party product.

B.3 Technical Scope

The City expects the scope of products and services to cover the following technical components.

Technical Scope	
Software as a Service Technical Elements	**Implementation Technical Elements**
- Security Administration - Hosting / SaaS Services - Disaster Recovery - Operational Support - Application Administration - Application Support - Application Upgrades - SLA Monitoring and Reporting	- Data Conversion - Report/Dashboard Development - Interface Development - Custom Development (if necessary)

B.4 Project Timeline

The City expects to be ready for implementation in July 2023. Assuming a July 2023 start, proposers should communicate realistic timelines to both successfully implement the ERP system and to guide the City in achieving its stated goals. The City has identified the following target schedule that takes in account the end of the City fiscal year on June 30, but expects future conversations around go-live dates and phase duration as part of the evaluation process. Vendors are encouraged to provide recommended phasing and scheduled based on experience.

Phase	Functions	Duration
1	Finance	July 2023 – March 2024
2	HR / Payroll / Other	January 2024 – September 2024

B.5 Implementation Approach

The City understands that each proposer may take a different approach to implementation. However, to better compare different approaches and to ensure that essential components of the implementation are proposed, the City requires that all vendors use the definitions below when describing implementation activities. Similarly, the City will require that vendors provide tasks in their response to meet both the stage requirements and deliverables contained below. When completing responses required in Section C of this RFP, use definitions listed within the section. In the event that proposed activities overlap multiple stages, select the stage that best applies.

B.5.1   **Project Management** – Vendor will be responsible for providing overall coordination and management to the project including governance support, schedule management, risk mitigation, project communications, contract management, and quality assurance. Specific deliverables expected during this stage include:

- Project plan
- Status reports
- Issues Log / Risk Log
- Requirements traceability

B.5.2   **Knowledge Transfer** – Vendor will be responsible for ensuring that the City's core team has sufficient knowledge and understanding of the software to properly participate in the project and subsequent system and business process design discussions. Knowledge transfer stage will include all core team training. Specific deliverables expected during this stage include:

- Project team training plan
- Generic system documentation

B.5.3   **System Design** – Vendor will be responsible for facilitating process to define how the system will be used to meet the City's business process requirements and project goals. The City is working to define a future-state vision for each functional area, but needs to identify specifically how the system will be designed/configured support this vision. As part of the design, the City expects to engage in discussions around how to use the system most effectively, what changes in business process are required and to document configurations, interfaces, reports, workflows, and security roles. Specific deliverables for the vendor to provide during this stage include:

- Business process and system design documentation

B.5.4   **Build** – The City expects that the vendor and City staff will work collaboratively on building the system. All activities related to system configuration, interface development, report creation, or other build tasks should be included in this stage. Specific deliverables expected during this stage include:

- Test scripts based on business process scenarios (use case)

B.5.5   **Testing** – Throughout the process, the City expects to engage in execution of a formal test plan. The test plan will be developed during the project and include testing approach, roles and responsibilities for testing, and clear deadlines and expectations around testing effort. The City expects to engage in detailed conference room pilot testing, unit testing, regression testing, integration testing, parallel testing (payroll), and user acceptance testing. For all testing processes, the City expects the vendor to provide sample test scripts that the City will further modify with city-specific scenarios. Deliverables expected during this stage include:

- Testing plan
- Sample or initial test scripts
- Testing results

B.5.6   Go Live – At time for go-live, the City expects that the vendor will assist with end-user training, work to prepare a cutover plan, and assist with the transition to the new software.

- Training plan
- End-user training materials
- Cutover plan

B.5.7   Project Closure – After go-live, the City expects that the vendor will provide limited duration assistance with management of help-desk type functions, troubleshooting of issues, and supporting live operations. In addition, the City expects to formally close each phase of the project with a final acceptance process that includes sign off on requirements, resolution of outstanding issues and verification that scope of implementation activities was complete.

- Final acceptance documentation

B.6 Interfaces

The following information is intended to address current applications and Third-Party Systems (TPS) used by the City for major business functions. Information about their replacement or interface is provided in detail in **Attachment 17 (Interface List)**. All systems listed in Attachment 17 (Interface List) are assumed to be in scope for replacement or interface to the new ERP system. The City intends to discuss the future use of these applications, or their replacement, during software demonstrations and contract negotiations. However, Proposers should complete Attachment 17 (Interface List) to the best of their ability based upon the instructions provided and submit with other attachments as part of the RFP response.

Functional information regarding possible responses has been provided in the table below for your convenience. Please read carefully and respond thoughtfully as interfaces to the City's existing systems and/or their replacement is critical to project success.

Attachment 11 (Interface List)	
Column E: Available Responses	
Replace w/ERP	System is replaced with functionality native to the new the ERP
Replace w/New TPS	System is replaced with a new Third-Party System (TPS) proposed as part of the new solution
Keep	Keep the current system and build a permanent interface as part of the project
Column F: Available Responses	
Inbound Only	Data will be pulled from the TPS into the ERP System
Outbound Only	Data will be pushed from the ERP System into the TPS
Bi-Directional	Data will be pushed from the ERP System into the TPS and pulled from the TPS into the ERP System
Column G: Available Responses	

Temporary	Interface will be needed for limited amount of time during the project but will not be necessary after the project is completed
Permanent	Interface will be needed for the lifetime of the ERP System
Column H: Available Responses	
Real-Time	Data is transferred instantaneous
Hourly	Data is transferred, at a minimum, every 60 minutes
Daily	Data is transferred, at a minimum, every 24 hours
Weekly	Data is transferred, at a minimum, every 7 days
Monthly	Data is transferred, at a minimum, every 30/31 days

B.7 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 18 (Conversions) and indicate the proposed data conversions that are included in scope.

B.8 Project Staffing

The City will make every effort to staff the project appropriately and understands that staffing a project is important to its success. Leadership of the City's project will be provided by a steering committee made up of the Deputy City Manager, Finance Director, Director of Economic Development, Director of Public Works/City Engineer & Director of Human Resources. The Deputy Chief Information Systems Officer will serve as the project manager. The City will identify lead roles for each of the functional areas to take responsibility for overall business process decision making. Each lead will work to coordinate additional subject matter experts from throughout the organization and make up small teams of five (5) to seven (7) individuals that represent key stakeholder groups. The City expects following teams for the project:

- Accounting / Chart of Accounts
- Projects and Grants
- Procure to Pay
- Accounts Receivable / Revenue
- Assets
- Human Resources
- Benefits
- Payroll

City Staff Participation	
Assumed Role	**Maximum Participation (FTE)**
Steering Committee	As needed
Project Manager	.50 – 1.0
Team Members	.25 to .50 (each)
Technical Resources	As needed

Section C: Detailed Submittal Requirements

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.

C.1 Summary and Overall Scope

C.1.1 **(Proposal Section 1.0 – Introduction)** The introductory material should include a title page with the RFP name, name of the proposer, address, contact information, 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.

> **1) Complete Attachment 1 (RFP Submittal Checklist)**
> **2) Complete Attachment 2 (Signature Page)**
> **3) Complete Attachment 3 (Proposer Statement)**

C.1.2 **(Proposal Section 2.0 – Proposer Team)** This section of the proposal should identify all firms included in the proposal and any necessary third party products/firms required or recommended for the City.

> **4) Identify and provide a concise summary of all firms providing software or professional services as part of this proposal**

C.1.3 **(Proposal Section 3.0 - Functional Requirements)** 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 and the scope of the implementation.

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

5) **Complete Attachment 15 (Functional Requirements)**

- Failure to provide some requirements or excluding some requirements from scope will NOT 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 the delivery and configuration/implementation of all positive responses (every response except "N" and "I").
- The City will clarify any requirements with the response of "I" during vendor interview. Immediately following software demonstrations, proposers would be expected to re-submit Attachment 15 (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.
- 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 indicate a response code of Y-ND and answer column J.

C.2 Software Proposal

(Proposal Section 4.0 – Software Products) This section should provide information on the proposed software scope, and functional description of the software.

1) **Complete Attachment 4 (Software Background) for each software product included in the proposal**
2) **Complete Attachment 5 (Detailed Software Products)**
   o **List and describe all proposed software products that will be delivered as part of the project, including third party products**
   o **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.**
   o **Describe the technical environment necessary for this software for any products that are to be hosted by the City**
3) **Identify the security standards maintained in the data center and with the software. Please provide information on certification or audit process for each.**

(Proposal Section 5.0 – Technical Requirements) This section of the proposal should identify any technical requirements for operating the system and describe the key attributes of the vendor's proposed delivery services.

4) **Complete Attachment 6 (Hosted Requirements)**
5) **Complete Attachment 7 (SaaS)**
6) **Complete Attachment 8 (Proposed Service Level Agreement)**
7) **Complete Attachment 17 (Interface List)**
8) **Complete Attachment 18 (Data Conversion)**

9) **Describe any managed services that are provided along with hosting/SaaS offerings including:**

- **Information on the specific hosting services provided**
- **Service desk support services**
- **User Setup, Authentication and Management processes**
- **Application security**
- **Data security**
- **Application support**
- **Operational support services**
- **Technology infrastructure services**
- **Disaster recovery**

C.3 Professional Service Proposal

(Proposal Section 6.0 – Implementation Team) This section should describe the proposed project team including the consultants proposed to provide services for the City.

1) **Complete Attachment 9 (Professional Services Background) for each firm involved with the project**
2) **Complete Attachment 10 (Reference Form) for each firm involved in the project.**
3) **Identify the proposed project team including the firms responsible for implementation, and any key consulting team members that will be providing services to the City**
    - 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
4) **Complete Attachment 14 (Level of Effort)** - Please refer to definitions found in section B.5 of this RFP.

(Proposal Section 7.0 – Implementation Approach) This section should describe the proposed implementation plan. Proposers should reference Section B for more information on the project scope, goals, and implementation effort.

5) **Provide a detailed plan for implementing the proposed system. This information must include:**
    - Confirm completion of key tasks and deliverables as defined in section B.5 of this RFP.
    - Description of implementation tasks and activities
    - Description of key deliverables (and how they relate to the implementation approach and activities).
6) **Complete Attachment 11 (Project Management Expectations)**
7) **Complete Attachment 12 (Deliverable Expectations)**
8) **Explain proposed project management services including:**
    - Role of the vendor project manager
    - Expected role of the City project manager
    - Proposed quality assurance procedures

9) **Identify proposed data conversions**
- Provide information on the scope of the data conversion and the approach for migrating data to the new system
- Identify City role in assisting to convert data
- Complete **Attachment 18 Data Conversion**

10) **Identify interfaces**
- Please confirm your understanding of the interfaces included in the scope and identify how you have proposed meeting each requirement.
- Complete **Attachment 17 Interface List**

(Proposal Section 8.0 – Implementation Considerations) This section asks additional questions related to some of the unique goals and challenges with the City's project. The City expects that proposers provide specific responses that take into account the challenge, the proposer's past experience, and recommendations based on the information that has been presented in the RFP.

11) **Onsite Work**
- o The City has returned to work in the office for the vast majority of City staff and operations. The City will react on a case-by-case basis with regard to Covid-19 protocols (e.g. masks, remote only). The City does not want this implementation to be a remote project, and expects the ERP vendor's resources to be onsite. The City will be flexible, but having onsite implementation activity is strongly desired.

12) **Use of Dashboards / Management Reporting**
- One of the City's success factors for this project is the extent that staff throughout the City are able to utilize the ERP system for reporting purposes. The City is optimistic about modern ERP reporting features and the ability to leverage management dashboards, real-time data, and role-specific views of data to provide decisions support for key processes. Please indicate how you will use this project to ensure the City is able to leverage system tools for dashboard reporting and deliver the City a system that can be used by users throughout all departments.

13) **Security Policies**
- Describe policies and procedures in place during the implementation related to City data, City networks, and City policies and how consultants will both work with the City to comply with City policies and adhere to industry standards. Please comment specifically as it relates to network access, data conversions, interface development, possession of City information, and other potential risks.

(Proposal Section 9.0 – Implementation Terms and Conditions) This section asks for proposers to accept key terms and conditions for the project. The City considers the following terms and conditions essential for a level playing field of proposals and for ensuring that the awarded contract from this RFP meets City expectations related to risk mitigation and quality assurance.

14) **Complete Attachment 13 (Key Contract Terms)** to confirm your acceptance with key contract terms related to both software agreements and consulting services. If the following terms are not accepted, please provide an alternative language in proposal.

15) City Standard Contract. Upon completion of the evaluation and recommendation for award, the selected Proposer will be required to execute an agreement with the City, a sample of which is included as Attachment 20.

C.4 Price Proposal

(Proposal Section 10.0) - Proposers should submit price proposals using the format provided in Attachment 16 (Cost) to this RFP.

16) Complete and submit Attachment 16 (Cost)

- All pricing must be submitted as fixed by milestone. Costs listed as "to-be-determined" or "estimated" will not be scored.
- 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.

- 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.

Section D: Response Attachments

D.1 Attachment 1 (RFP Submittal Checklist)

Submittal Checklist		
Section	**Item**	**Submitted**
1)	**Introduction**	
	• **Attachment 1 Checklist**	
	• **Attachment 2 Signature Page**	
	• **Attachment 3 Proposer Statement**	
2)	**Proposer Team**	
	• **Attachment 19 Scope of Proposal**	
3)	**Functional Requirement**	
	• **Attachment 15 (Excel)**	
4)	**Software Products**	
	• **Attachment 4 Software Background**	
	• **Attachment 5 Detailed Software Products**	
5)	**Technical Requirements**	
	• **Attachment 6 Hosted Requirements**	
	• **Attachment 7 SaaS**	
	• **Attachment 8 Proposed Service Level Agreement**	
	• **Attachment 17 Interface List (Excel)**	
	• **Attachment 18 Data Conversion (Excel)**	
6)	**Implementation Team**	
	• **Attachment 9 Professional Services Background**	
	• **Attachment 10 Reference Form**	
	• **Attachment 14 Level of Effort (Excel)**	
7)	**Implementation Approach**	
8)	• **Attachment 11 Project Management Expectations**	
	• **Attachment 12 Deliverable Expectations**	
9)	**Implementation Terms**	
	• **Attachment 13 Key Contract Terms**	
	• **Attachment 20 City Contract**	
10)	**Price**	
	• **Attachment 16 Cost (Excel)**	

D.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: _____

D.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

D.4 Attachment 4 (Software Background)

Complete one form for each firm or major software product included in the proposal.

Software Background	
Software Product Name:	
Firm Providing Software:	
Software History:	
Current Version of the Software:	
Date of Release for Current Version:	
Date of First Release of Software:	
Identify any Precursor Software Products or Alternate Names for Software	
Current Version	
What Were Top Five Enhancements in Current Version of the Software	1 2 3 4 5
How as Software Changed Over Previous Three (3) Years	<mark>Attach additional pages if necessary</mark>
Biggest Limitation of Current Software	
Third Party Products:	
List any Third Party Products embedded in the Software	
List any Third Party Products Recommended for Use along with the Software	

D.5 Attachment 5 (Detailed Software Products)

Include all software licenses proposed on the form below providing the following information:

- **Software Product Name.** Provide the name of the software product as it is expected to appear on any license agreements or official product listings.
- **Function.** Describe the function of the software product. If multiple software products share a similar function, be specific on role of the software and what is and is not allowed with each license
- **License Metric.** Define how the software product is licensed. If license is based on quantify, or if the cost of an enterprise license is based on metric, proposers must provide definition for the metric as it appears in contract documentation.
- **Quantity /Access Limitations.** Define any licensed quantities or access limitations to the proposed software.
- **Dependencies.** Define any proposed or third party products that are required to utilize the software product.

Software Product Name	Function	License Metric	Quantity/ Access Limitations	Dependencies

For each major software product, please answer the following questions:

Requirement	Response	Comment
System Features		
System accessible on mobile device		
System provides app for use on mobile device		
System requires download of any software on device		
Security Information		
System provides role based security		
System provides role based security connection to position file (assigning employee to position allows employee to inherit roles of the position)		
Data Entry		
System allows for user-defined fields		
System provides audit trail for entered and modified information		
System allows masking data upon entry (sensitive fields)		
System allows designating mandatory fields		
System allows data to be encrypted		

D.6 Attachment 6 (Hosted Requirements)

*Attach additional pages if necessary

Updates	
How often is solution updated?	
How much advance notice are customers provided for new updates?	
How long after release of new version are previous software versions supported?	
Are all customers on the same version of the software?	

Authentication	
Does the solution support single sign on or LDAP authentication?	
Does the solution support Multi-factor authentication (please explain)?	

Infrastructure	Minimum Requirement	Optimal Requirement
Network Requirements (if necessary)		
Database Requirements (if necessary)		
Application Server Requirements (if necessary)		
Desktop (client) Requirements		
Browser Requirements		

Reporting / Data Access	
Does the solution contain a report writer?	
Does the solution allow third party report writer access?	
Does City have access to all data contained in the solution for report writing? (please list any limitations)	

D.7 Attachment 7 (SaaS)

*Attach additional pages if necessary

Data Center	
Where are data centers located?	
Are any third party providers used to deliver PaaS or IaaS services? If so, please list.	
How many environments are proposed?	
Describe security standards or certification levels achieved	

Application Security	
How often is solution updated?	
How much advance notice are customers provided for new updates?	

Updates	
How often is solution updated?	
How much advance notice are customers provided for new updates?	
How long do customers have to test new update?	

Authentication	
Does the solution support single sign?	
Does the solution support Multi-factor authentication (please explain)?	

Reporting / Data Access	
Does the solution contain a report writer?	
Does the solution allow third party report writer access?	
Does City have access to all data contained in the solution for report writing? (please list limitations)	

Historical Availability						
Provide historical availability for data center for past six months.						
Month	Total Minutes/Hours in Month	Downtime	Scheduled Maintenance	Other Downtime	Total Downtime	% Availability
June 2022						
May 2022						
April 2022						
March 2022						
February 2022						
January 2022						

D.8 Attachment 8 (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			
Recovery Point Objective (RPO)			
Recovery Time Objective (RTO)			
System Data Restore			
Implementation of System Patches			
Notification of Security Breach			
Please list other proposed service levels			

Proposed Service Level Guarantees	
Please provide definition of metric used to calculate availability contained within contract SLA	
How is performance against service levels reported to the City	

Cyber Liability	
In the event of a cyber-incident, please define liability for the City and vendor including any proposed mitigation services provided by vendor	

D.9 Attachment 9 (Professional Services Background)

Complete one form for each firm included in the proposal.

Proposer Background	
Company Name:	
Location of corporate headquarters:	
Firm History	
Years of Experience Providing ERP Implementation	
Previous Names / Successor Firms	
Current/Recent Projects	
List up to five (5) current or recent projects that provided relevant experience	
In the past, what has been your firm's target market	
What is primary lesson learned from recent projects you have adjusted for the City	
Size	
Number of current (new) implementation clients (past 5 years)	
Number of current upgrade clients (past 5 years)	
Number of ongoing support clients (currently)	
Consulting Team	
Size of consulting team	
Average tenure with firm	
Consulting Team Experience Matrix	

For all key project team members proposed for the City's project, prepare a matrix showing past experience with relevant clients. Matrix should be similar to the table below:

Project	Role	Project Manager	Consultant	Consultant	Consultant	Consultant
	Resource	Name	Name	Name	Name	Name
City of A	X	X	X			
City of B				X		X
City of C				X		
City D			X			
City E		X			X	

D.10 Attachment 10 (Reference Form)

Please provide at least five (5) references for past projects that include products and services similar to those proposed for this RFP. 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   ☐ Budget

☐ HR/Payroll

TECHNOLOGY INFORMATION

Hosted/SaaS? Yes_____   **No**_____

IMPLEMENTATION INFORMATION

Project Duration: _____

Initial Go-Live: _____

Describe Role on Project:_____

_____

_____

Project Challenges: _____

_____

_____

_____

_____

Major Accomplishments: _____

_____

_____

_____

_____

D.11 Attachment 11 (Project Management Expectations)

Please respond to each of the following questions and provide your proposed level of service and/or description of service included within your proposal for project management expectations.

Requirement	Response	Comment
Project Manger		
Vendor has identified project manager		
Approximate hours/week from vendor project manager assigned to this project		
Onsite % of project manager		
Other projects the project manager would be assigned to		
Typical Role for Project Manager During Project		
Project Plan		
Complete project plan is a deliverable for approval		
Project plan includes: City and Vendor work tasks		
Project plan includes: Project Resource Assignments		
Project plan includes: Project Deliverables		
What system is project plan developed in?		
Who has responsibility for updating project plan?		
How is project plan status communicated?		
Project Meetings		
Frequency of project management meetings		
Frequency of project team meetings		
Frequency of steering committee meetings		
Status Reports / Issues Log		
Frequency of status reports		
Tool for Tracking Issues / Risks		

D.12 Attachment 12 (Deliverable Expectations)

Please respond to each of the following questions regarding deliverables during the implementation.

Requirement	Response	Comment
Overall		
All deliverables will be formally approved by the City		
Vendor will track requirements throughout applicable deliverables including design, test, and go-live.		
Knowledge Transfer		
Vendor provides training for project team members prior to implementation on system features		
Format of vendor provided training (web, live, group, etc.)		
Approximate length of training (per functional area)		
Vendor provides system documentation		
System Design		
Vendor documents business process decisions or configuration decisions as part of design process		
Vendor documentation includes recommendations for utilizing the system most effectively		
Build		
Vendor documents as-built configuration settings/code tables used in system		
Vendor provides use cases that can be used for testing configurations		
Testing		
Testing plan provided as a deliverable during the project		
Vendor provides testing scripts during implementation based on City scenarios that can be used during upgrades		
Number of successful parallel payroll tests included in proposal.		
Go-Live		
Vendor provides end-user training materials		
Lead role (vendor/government) for delivering end-user training		
Format of end-user training (asynchronous, web, in-person, etc.)		
Project / Phase Closure		
Vendor provides UAT period of at least 30 days prior to go-live		
Length of final acceptance period after go-live		

D.13 Attachment 13 (Key Contract Terms)

Confirm your acceptance with the following contract terms related to any software contracts resulting from this RFP. If the following terms are not accepted, please provide an alternative proposal.

Contract / Proposal Requirement	Response
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: The City shall have the ability to interview and approve key personnel proposed by the vendor and the vendor key personnel may not be removed from the project without the City's approval. *Note: This requirement only applies to consulting services.*	
Warranty – The Proposer will warrant that all work will be performed by an adequate number of qualified individuals with suitable training, education, and experience and that all work performed and all deliverables, including the system itself will conform to the scope and specifications as stated in the eventual SOW, including the vendor responses to the functional requirements for a period extending no less than 45 days after final acceptance. *Note: This requirement only applies to consulting services.*	
Acceptance – Vendor shall provide final acceptance period after go-live of not less than thirty (30) days to confirm that the project meets all SOW requirements. Milestone payment for final acceptance is no less than 5% of the total implementation fees for the phase. *Note: This requirement only applies to consulting services.*	
Insurance and Indemnity - Vendor accepts the obligations in the City contract at Sections 4 and 5, in Attachment 20.	
System Configuration Limits – Vendor shall consider the scope of the project defined by the City's business process goals, functional requirements, and desire to implement the licensed software to best meet the needs of the City. The scope shall not be constrained by any configuration limits that would be necessary to achieve the project scope.	
Service Level Agreements – Vendor shall identify clear service level objectives for availability. Please refer to Attachment 8 (Proposed Service Level Agreement)	
Service Level Agreement Remedy – Vendor shall provide remedies for failure to meet service levels that includes but is not limited to refund of fees paid for service periods where the failure to meet service level objective is met. Please refer to Attachment 8 (Proposed Service Level Agreement)	
Fixed Fee Pricing Based on Milestones – Vendor shall provide fixed fee pricing based on milestones for all implementation services. Fixed fee pricing shall not be further limited by an hours cap on select services.	

D.14 Attachment 14 (Level of Effort)

(See Separate Excel Spreadsheet)

D.15 Attachment 15 (Functional Requirements)

(See Separate Excel Spreadsheet)

D.16 Attachment 16 (Cost)

(See Separate Excel Spreadsheet)

D.17 Attachment 17 (Interface List)

(See Separate Excel Spreadsheet)

D.18 Attachment 18 (Data Conversion)

(See Separate Excel Spreadsheet)

D.19 Attachment 19 (Scope of Proposal)

Identify the scope of the proposal and if the proposal contains software and services for each scope option. Scope is defined in the RFP in Section B.

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:

_____

D.20 Attachment 20 (City Standard Contract)

<div align="center">

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
[NAME OF CONSULTANT]**

</div>

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and _____ , a California [corporation] [limited liability company] ("Consultant") (together referred to as the "Parties") as of _____, 20__ (the "Effective Date").

Section 1.   SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1   Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on _____ or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2   Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3   Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4   Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2.   COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed _____$(_____), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that

full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1   **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; e.g., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2   **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3   **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition)

covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 **Professional Liability Insurance.**

4.3.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than

$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a.   The retroactive date of the policy must be shown and must be before the date of the Agreement.

b.   Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c.   If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d.   A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4   **All Policies Requirements.**

4.4.1 **Submittal Requirements**. Consultant shall submit the following to City prior to beginning services:

a.   Certificate of Liability Insurance in the amounts specified in this Agreement; and

b.   Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

▪
4.4.2 **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 **Wasting Policies**. No policy required herein shall include a "wasting" policy limit (e.g. limit that is eroded by the cost of defense).

4.4.5 __Waiver of Subrogation.__ Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 __Subcontractors.__ Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 __Excess Insurance.__ If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 __Remedies.__ In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

__Section 5.__ __INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.__

5.1 **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any

applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits,

qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other

documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is

defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : _____
_____
_____
_____

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

10.9 **Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control to the extent there are any inconsistences between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG   **CONSULTANT**

_____   _____
Garrett Evans, City Manager   **[NAME, TITLE]**

Attest:

_____
Alice E. Evenson, City Clerk

Approved as to Form:

_____
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

COMPENSATION SCHEDULE

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: _____

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