



THE CITY OF
HALF MOON BAY
CALIFORNIA

Request for Proposal (RFP)

**Enterprise Resource Planning (ERP) System and
Implementation Services**

**Issue Date:
February 28, 2017**

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1 RFP Overview

1.1 Purpose of RFP

The City of Half Moon Bay (“City”) has issued this Request for Proposal (RFP) to solicit responses from qualified vendors offering the functionality and features identified herein to replace the City’s current Enterprise Resource Planning (ERP) system. The City seeks a qualified firm (Proposer) with the experience, expertise, and qualifications to provide a fully integrated, proven ERP solution along with the professional services specified to complete the ERP implementation.

1.2 Project Objectives

With this RFP, the City seeks to replace its existing ERP system with a proven, commercial-off-the-shelf (COTS) ERP solution. The City’s goal is to gain efficiencies and update existing processes, focusing on improving the timeliness, accuracy, and consistency of information; and improving internal operations.

The new ERP system should meet the following objectives:

- Provide a single, comprehensive, and integrated solution that utilizes a shared repository of information and processes to ensure that all users have access to the same information to manage the City’s business functions
- Streamline business processes to take advantage of best practices through automation, integration, and workflows
- Provide a user-friendly and intuitive user interface to promote system use and productivity
- Eliminate the need for spreadsheets to support financial activities and to track project expenditures and status
- Eliminate the need for redundant data entry
- Improve and provide necessary reports and access to data through inquiry or drill down capabilities
- Provide enhanced reporting capabilities to improve decision making
- Provide interface capabilities with third-party systems

In addition to the functionality identified above, the City is seeking a Proposer to provide professional services that will ensure a successful implementation.

1.3 RFP Timeline

Table 1 identifies the RFP schedule.

Table 1 - RFP Schedule of Events

RFP EVENT	DATE/TIME
City Issues RFP	February 28, 2017
Intent to Bid Due	March 13, 2017
Deadline for Proposer Questions	March 13, 2017
City Provides Responses to Questions	March 20, 2017
Deadline for Proposal Submissions	April 7, 2017, 2:00 PM PST
City Completes Evaluations	April 24, 2017
Finalist(s) Notified & Provided Proof-of-Capabilities (POC) Packets Issued	April 24, 2017
Proof of Capabilities Demonstration(s)	Week of May 8, 2017
Contract Negotiations	Week of May 22, 2017

Proposers should be aware that finalist(s) will be required to participate in a proof-of-capabilities (POC) demonstration to allow staff to fully understand the proposed solution. The POC will be a scripted demonstration using scripts/scenarios developed by the City to evaluate critical product functionality rather than a generic demonstration of the product.

Proposers must be prepared to invest the time and resources in the POC demonstration to be successful in this procurement.

The City reserves the right, at its sole discretion, to adjust the RFP schedule as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all Proposers who comply with Section 1.7 Intent to Bid.

1.4 RFP Coordinator

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP.

Oscar Murillo
 Management Analyst
 City of Half Moon Bay
 Email: omurillo@hmbcity.com

Proposer contact with anyone else in the City is expressly forbidden and may result in disqualification of the Proposer's bid.

1.5 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, notification shall be provided to all Proposers complying with Section 1.7 Intent to Bid, and the amendment will be posted on the City's website: http://www.half-moon-bay.ca.us/index.php?option=com_content&view=category&layout=blog&id=170&Itemid=198

1.6 RFP Questions

Specific questions concerning this RFP should be submitted via e-mail to the RFP Coordinator prior to the Deadline for Proposer Questions identified in Section 1.3. Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. The questions submitted and the City's responses shall be posted on the City's website identified in Section 1.5 and sent directly to Proposers who submit an Intent to Bid (see Section 1.7 below).

1.7 Intent to Bid

Each Proposer who plans to submit a proposal should register by email to the RFP Project Coordinator. The email should include:

- Proposer name
- Proposer's intent to respond to this RFP
- Name and title of Proposer's main contact
- Address, telephone, and email address

The Intent to Bid must be submitted by the date indicated in Section 1.3. Note that submission of the Intent to Bid email does not bind Proposers to submitting a proposal. However, submission of an Intent to Bid will ensure that Proposer's receive any RFP addendums and question and answer sets.

1.8 Proposal Submittal

Proposals are to be submitted no later than the date and time indicated in Section 1.3. Proposers assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarks will not be accepted as proof of receipt. A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Proposers must submit in a sealed package one (1) original, five (5) copies, and one (1) electronic copy (a single .pdf file containing all submitted material).

The proposal package shall be mailed, couriered, or hand delivered to the City at:

Oscar Murillo
Management Analyst
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019
Email: omurillo@hmbcity.com
Phone: 650-726-8779

The package should be clearly labeled as follows:

Proposal for ERP System and Implementation Services
Due Date: April 7, 2017, 2:00 PM PST
Attn: Oscar Murillo, Management Analyst

Name of Proposing Firm
Proposer's Address
Proposer's Contact Person
Proposer's Telephone Number

2 City Overview

The City of Half Moon Bay is a general law entity, governed by a council-manager form of government. The City employs 28 full-time employees. Incorporated in 1959, Half Moon Bay has a population of about 12,300 and encompasses approximately 6.5 square miles. Half Moon Bay is nestled on the peninsula between forested hills and the scenic coastlines of San Mateo County, located 28 miles south of San Francisco and 40 miles north of San Jose.

The total City budget for all funds for fiscal year 2016-17 is \$41.7 million, with General Fund operating expenditures representing approximately \$15.1 million, Enterprise Fund expenditures representing approximately \$5.4 million and Special Revenue/Capital Project Fund expenditures representing approximately \$18.2 million. The City's major revenue sources are transient occupancy (hotel) tax, followed by property and sales taxes.

The General Fund's appropriations of approximately \$15.1 million support the main operations of the City, including community development services, public works, and parks and recreation services. Law enforcement services are contracted with the San Mateo County Sheriff's Department, and sewer collection and treatment services are provided by the Sewer Authority Mid-Coastside.

The City provides services to the community using a combination of City staff and contract services. The Community Development, Public Works, Engineering, Building, Administrative Services, Finance, City Clerk, and City Manager's Office departments consist primarily of City staff. Their work and additional services are supplemented by contracts with other government agencies and service providers whom provide the City with animal control, building inspection, building permit processing (including plan check), code enforcement, dispatch, engineering, information technology, janitorial, law enforcement, legal services, library operations, recreation programs, and limited landscaping maintenance services.

City departments include:

- City Attorney - The City Council appoints the City Attorney to serve as legal counsel to the City of Half Moon Bay to advise on a broad range of municipal issues. The City Attorney provides legal advice to the City Council, City Manager and staff in identifying legal options and strategies for implementing and achieving the goals, policies and objectives of the City Council.
- City Clerk - The City Clerk's primary responsibility is to accurately record the actions and proceedings of City Council meetings, administer the City's Record Management Program, maintain the City's Municipal Code, administer regulations relating to the Fair Political Practices Commission, and provide research and information services to the public and City personnel.
- City Manager - The City Manager provides support to residents, members of the City Council and staff, and is responsible for the proper and efficient management of municipal activities. Upon adoption by the City Council, the City Manager is responsible for preparing and managing the City of Half Moon Bay's budget which balances the cost of providing City services within its available financial resources. The goal of the City Manager's Office is to provide comprehensive coordination and direction to City activities, finances, personnel and economical municipal services.
- Community Development – The Community Development Department is responsible for maintaining and enhancing the quality of life for the residents of the City through safe and orderly development that is consistent with community expectations. The Department is comprised of the following divisions:

- Planning - The Planning Division performs a variety of functions that are intended to conserve and enhance the City's environmental resources and scenic beauty, to preserve its historic resources and small town heritage, to manage the community's growth rate, and to enforce the policies and regulations related to land use and development.
- Public Works - The Public Works Engineering Division provides various services to ensure safe living conditions and enhance life quality in Half Moon Bay. The engineering staff develops master plans; prepares designs and studies; and administers construction contracts for the improvements to the City's buildings and grounds, streets, sidewalks, trails, parks, parking lots, drainage facilities, sewer collection and street lighting system.
- Code Enforcement - The Code Enforcement Division enforces provisions of the Zoning Ordinance and other City ordinances.
- Building - The mission of the Building and Safety Program is to ensure public safety, health and welfare through the effective administration and enforcement of local ordinances and California Building Codes.
- Finance - The Finance Department is responsible for the control of all financial activities of the City including the disbursement of financial resources and ensuring that adequate resources are available. The Finance Department provides services to various operating departments and delivery of required services to the community.
- Human Resources - The Human Resources Division assists the organization in managing its most important resources – its people. Human Resources manages the City's recruitment and selection process, workers' compensation, classification, compensation and benefits program, helps to provide training and development and develops positive relationships with its employees and labor organizations.
- Recreation - The Recreation Services Division provides a wide variety of activities for residents of all ages and interests. It assists families and community organizations in planning and scheduling personal, private and special recreational opportunities. Programming areas include instructional classes, youth and adult sports, teen activities, camps, special needs programs and City-wide special events.

3 Current Environment

Since 1995, the City has been using the Harris Computer Systems (Harris) ERP system for its core financials and payroll. Modules in use include the following:

- General Ledger
- Accounts Payable
- Accounts Receivable
- Cash Receipts
- Chart of Accounts
- Payroll
- Bank Reconciliation
- Miscellaneous Receivables
- Receivables Setup
- CCSLIB Modules
- User Jobs
- Purchase Orders

Additional systems and web apps currently in use include the following: Smartsheet, Greenvue (code enforcement, plan check and plan view), FacilityDude, San Mateo County GIS, GovClarity, Department of Industrial Relations (for Public Works project registrations), System Award Management System, Adobe Suite (cloud), Granicus, CalOpps and LaserFiche.

There are currently no interfaces between the Harris ERP and the applications listed above.

The City has the following current technology standards. The proposed system must be compatible with the existing technical environment or accessible from it. Proposers will be required to confirm conformance to these requirements or clearly articulate proposed alternatives.

Table 2 - Technology Standards

TECHNOLOGY	CURRENT STANDARD
Database(s)	MS S2L 2012
Server OS	MS Windows 2012
Desktop OS	MS Window 10 Pro
Server Hardware	Vsphere
Desktop Hardware	Dell Desktop
Laptop/Mobile Hardware	MS Surface Pro 4 / Surfacebook
Brower	Internet Explorer 11 and Edge
Email Server / Client	Exchange 2012
Virtual Environment	Vsphere 6
Storage Area Network (SAN)	HP virtual store
Active Directory	Windows 2012
VPN	SSL VPN (Sophos)
Internet	
• Bandwidth	120/30
• Redundancy	n/a

4 ERP System Requirements

4.1 To Be Context Diagram

Figure 1 illustrates the expectation of what the ERP environment will look like in the future.

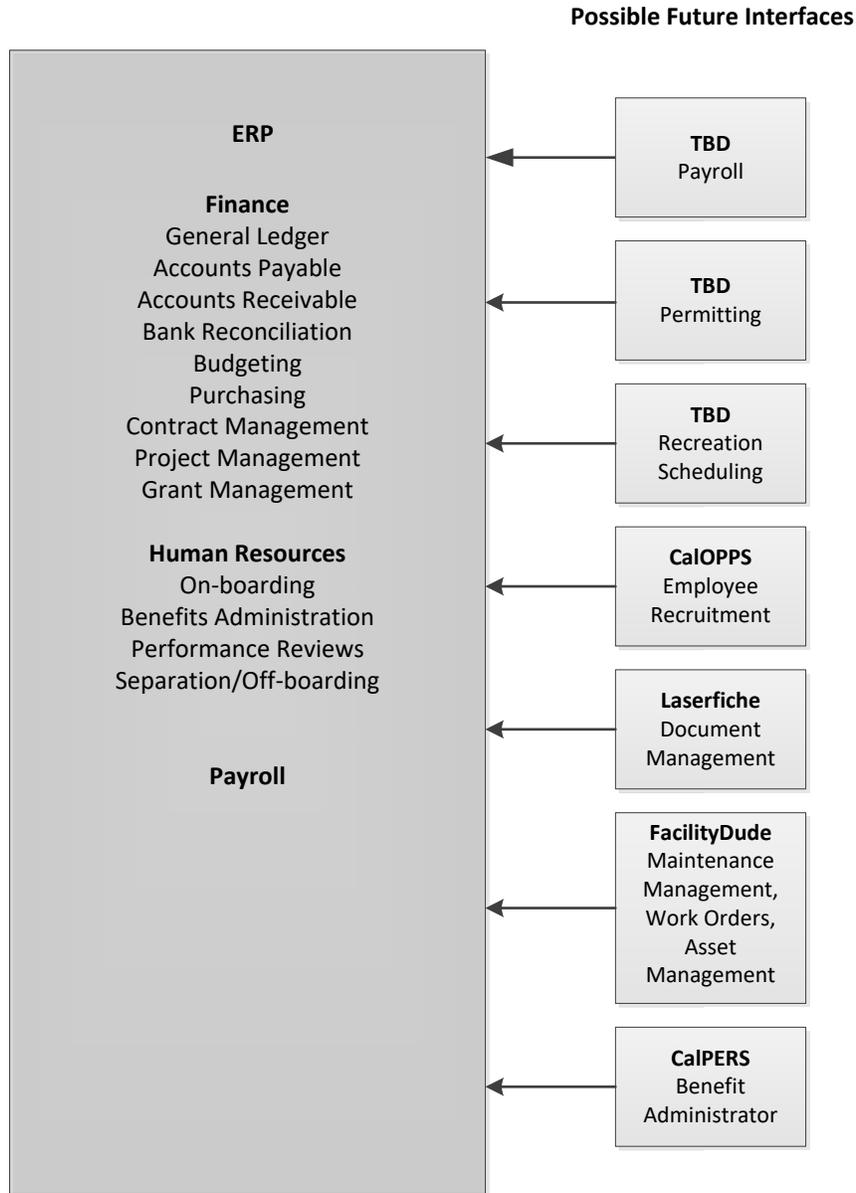


Figure 1 – To-Be Context Diagram

4.2 Requirements

Proposers must respond to the ERP requirements included in Appendix A.

Requirements in Appendix A Section 1 through Section 4 are “Desired” requirements. Proposers are to respond to each of these requirements with one of the following response codes:

- Y – Meets Requirement
- N – Does Not Meet Requirement
- W/C – Workaround Proposed or Customization Needed to Meet Requirement
- T – Third-Party Solution to Meet Requirement

Response Codes “Y” and “N” do not require written responses unless the Proposers wish to present additional benefits or opportunities related to their solution and the requirement. However, response codes “W/C” and “T” do require written responses. For these response codes, Proposers must describe how the requirement will be met.

Requirements in Section 5 are “Optional” requirements. These are not optional for the Proposers to bid, but optional for the City to accept as part of the final contract. Proposers must respond to these requirements with the codes defined above and ensure these requirements are addressed in their Pricing Proposals.

5 Proposal Submission Requirements

5.1 General Instructions

Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

Proposals should be organized consistent with the outline provided in this section of the RFP. Proposers should follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the City's information requirements.

5.2 Proposal Format and Content

Proposals should be structured, presented, and labeled in the following manner:

- Cover Letter
- Table of Contents
- Section 1 – Executive Summary
- Section 2 – Company Background
- Section 3 – Company Qualifications
- Section 4 – References
- Section 5 – Proposed Solution
- Section 6 – Implementation Approach and Work Plan
- Section 7 – Ongoing Maintenance and Support
- Section 8 – Pricing
- Section 9 – Software Licensing and Maintenance Agreements

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Cover Letter

The proposal should include a cover letter that provides the following:

- a) Proposer's legal name and corporate structure.
- b) Proposer's primary contact to include name, address, phone, and email.
- c) Identification of use of subcontractors and scope of work to be performed by subcontractors.
- d) Identification of any pending litigation against the Proposer.
- e) Disclosure of any bankruptcy or insolvency proceedings in last ten (10) years.
- f) Statement indicating the proposal remains valid for at least 120 days.

- g) Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest (e.g., employment by the City).
- h) Statement of acknowledgement that the City's legal documents have been reviewed and accepted with or without exception. If exceptions are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no exceptions are noted, the City will assume that the Proposer is capable of performing all tasks and services without reservation or qualification to the contract.
- i) Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it.

Table of Contents

All sections should be identified and pages are to be consecutively numbered.

Section 1 – Executive Summary

This section of the proposal should provide a brief and concise synopsis of Proposer's proposal and a description of the Proposer's credentials to deliver the services sought under the RFP.

Section 2 – Company Background

This section of the proposal should identify the following:

- 2.1 – A brief description of the Proposer's background.
- 2.2 – Identify the location of headquarters, technical support, and field offices and the location of office which would service the City.
- 2.3 – Identify Proposer's annual company revenues and profit for the last three company fiscal years.

Section 3 – Company Qualifications

In this section of the proposal, the Proposer should identify company qualifications and experience in implementing solutions similar to what the City is seeking:

- 3.1 – Describe the Proposer's familiarity with public sector ERP systems and associated business processes, and specific experience with the requirements of municipalities.
- 3.2 – Identify your existing client base including the number of existing clients using the version/release of the software being proposed. Specifically identify experience with similar sized California agencies

Section 4 - References

The Proposer must provide five (5) references with at least three (3) of the references for systems that have been implemented in the last five (5) years. The City prefers references from municipalities of similar size and complexity to the City. For each reference, proposer must provide the following:

- Reference name and contact information (i.e. name, title, address, phone, and email).
- Brief project description, including identifying the software version, modules, and interfaces implemented.

- Implementation timeline and Go-Live date.

Section 5 - Proposed Solution

In this section of the proposal, the Proposer should identify the proposed solution up to and including the following:

5.1 – Solution

5.1.1 - Overview

- Name and origin of solution
- Solution type (on premise, managed services, or SaaS)
- Release history and current release being proposed
- Proposed modules (e.g. finance, human resources, and payroll)
- Proposed tools for City staff to update the system with patches and new releases
- Hardware and database specifications required for the proposed solution (relevant to On-Premise solutions only)

5.1.2 – Application Integration/Interface

- Describe how you would support and manage the integration/interface with Half Moon Bay's existing applications (as identified in RFP Section 4.1) with the new ERP.

5.2 – Provide response to each item in Appendix A – Requirements:

- The City will provide a copy of RFP Appendix A in MS Word. Proposers should use that file to address each requirement in Appendix A, as described in Section 4.2, and present those pages following this heading.

Section 6 - Implementation Approach

The Proposer should identify the proposed implementation approach to include the following:

- 6.1 – Provide a project organization chart highlighting the key staff who will be assigned to the project. Provide biographies for the project manager and other key assigned resources.
- 6.2 – Describe your project management methodology/approach, including your approach to Change Management, Risk Management, Issues Management and Communication Management.
- 6.3 – Provide recommended project phasing and an implementation schedule, including milestones.
- 6.4 – List any deliverables and additional documentation to be provided.
- 6.5 – Describe the roles and responsibilities of City staff during implementation and provide an estimated level of effort.
- 6.6 – Describe your data conversion and migration approach and make recommendations for what the City should consider in terms of data (e.g. number of years and elements) to be converted.
- 6.7 – Describe your training plan to ensure the City is prepared to operate the system prior to go live.

6.8 – Describe your testing plan.

Section 7 – Ongoing Maintenance and Support

In this section of the proposal, the Proposer should address the following:

- 7.1 – Describe ongoing support services including help desk processes and procedures, support hours (in Pacific Time), escalation procedures, and response time commitments for various priority items.
- 7.2 – Describe monitoring and alerting process.
- 7.3 – Describe how upgrades, patches, and other maintenance is performed. Describe the City’s expected role in this process. Describe the frequency that application releases and patches have been made available within the past two (2) years.
- 7.4 – Describe change management process (post implementation).
- 7.5 – Identify if there are any solution user groups and/or user conferences.

Section 8 – Pricing

The City seeks a clear and comprehensive understanding of all costs associated with the software, implementation services, and ongoing maintenance of the proposed system. The City will evaluate proposals based on the “Total Cost to Implement (TCI)” and the “Total Cost to Operate (TCO)”. TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus five (5) years of annual maintenance fees.

The Proposer’s implementation pricing must identify all costs required to include:

- Software Licensing Costs/Hosting Costs/Software-as-a-Service Costs
- Implementation Services
 - Project management
 - Implementation, installation, and configuration
 - Data conversion
 - Interface development
 - Training and documentation
 - Go-Live and Post-implementation support
- Travel

The Proposer’s ongoing maintenance and support pricing should clearly identify the annual costs for five (5) years to include:

- Software Maintenance
- Post Implementation Support
- Additional Training

The City has provided Proposers an electronic (MS Excel) spreadsheet with a pricing template ***that must be filled out completely*** and included in Proposer’s response. This spreadsheet is included in Appendix

C – Price Sheet. The City will evaluate Proposer price proposals based solely off the information provided in the Pricing Templates. The templates provide space for Proposers to identify any assumptions or comments that will ensure the City understands what is being proposed.

Pricing “estimates” will not be accepted. If any vendor submits estimates, their proposal may be deemed non-responsive. Pricing submitted must be firm and identify any assumptions and/or constraints the proposer needs to make in order to determine their pricing. Pricing must be valid for 120 days from proposal submission.

Section 9 – Software Licensing and Maintenance Agreements

In this section, the Proposer must provide any software licensing and maintenance agreements that will be required to implement the Proposer’s solution.

6 Proposal Evaluation

An Evaluation Committee shall review all proposals to determine which Proposers have qualified for consideration. The evaluation will include at least an initial review and a detailed review if warranted. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will be further evaluated.

Submitted proposals will be evaluated on the following criteria:

- Quality, clarity, and responsiveness of proposal
- Ability to meet the needs of the City
- Well thought out timeline and roadmap for “go live” with a phased approach (to be finalized during contract negotiations)
- Proven technical ability to design, install, and support the proposed system
- Anticipated value and price
- Perceived risk or lack thereof
- Company financial stability
- References
- Results of interviews and demonstrations
- Ability to prepare and execute a contract in a timely manner
- Commitment to continually evolve the system to remain current with best practices

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after the evaluation of Proposals is complete. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

7 RFP Terms and Conditions

A. Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

B. Gratuities

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

C. Required Review and Waiver of Protests

Proposers should carefully review this RFP and all attachments and ask any questions necessary to clarify the material. Questions concerning the RFP must be made in writing and received by the City no later than the "Deadline for Proposer Questions" identified in Section 3. This will allow issuance of any necessary amendments and help prevent the opening of proposals that may be defective and upon which a contract award could not be made.

Protests based on questions will be considered waived invalid if said questions were not brought to the attention of the City by the Deadline for Proposer Questions.

D. Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

E. Proposal Preparation Costs

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

F. Proposal Withdrawal

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator identified in Section 1.4. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

G. Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

H. Incorrect Proposal Information

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

I. Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counter-offer, and the proposal may be rejected.

J. Assignment and Subcontracting

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

K. Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve all Proposer staff members. Proposer's staff may be subject to the City's background and drug testing processes at any time.

L. Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

M. Licensure

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure.

N. Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

O. Contract Negotiations

After a review of the proposals and completion of the demonstration and POC, the City intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked service provider.

P. Execution of Contract

If the selected Proposer does not execute a contract with the City within fifteen (15) business days after notification of selection, the City may give notice to that service provider of the City's intent to select from the remaining Proposers or to call for new proposals, whichever the City deems appropriate.

Q. Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the City or otherwise qualify their proposals. If a Proposer does so, the City may determine the proposal to be a nonresponsive counter-offer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

R. Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

S. Proprietary Information

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information.

T. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

U. RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal will be incorporated into the final contract.

V. Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

W. Consultant Participation

The City reserves the right to share with any consultant of its choosing this RFP and proposal responses in order to secure a second opinion. The City may also invite said consultant to participate in the Proposal Evaluation process.

X. Warranty

The selected software proposer will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP, demonstrated in both the software demonstration and subsequent proof-of-capabilities. Further, that the requirements as stated in this RFP will become part of the selected software proposer's license and the software proposer will warrant to the requirements. The selected proposer must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional/technological requirements as included in this

RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all application modules included in the implementation.

Y. Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals, if necessary, for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City

An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.

8 Appendix A - Requirements

See attached documents to the PDF.

9 Appendix B – Professional Services Agreement

See attached documents to the PDF.

10 Appendix C – Price Sheet

See attached documents to the PDF.