



City of Snoqualmie

Request for Proposal

Enterprise Resource Planning (ERP) Software and Implementation Services

Issue Date: February 1, 2020
Due Date: March 19, 2020 – 4:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

The City of Snoqualmie (the City) is issuing this Request for Proposal (RFP) under RCW 39.04.270 for an

Enterprise Requirements Planning Software,

and its related installation, conversion, migration, and implementation services. It is the City's preference to enter into an agreement with a single vendor who can demonstrate that they possess the organizational, functional, and technical capabilities to perform the complete range of services and meet or exceed the requirements and service levels specified herein.

Vendors submitting a proposal ("Proposer") in response to this RFP must meet the following requirements:

- Solid customer base utilizing the proposed solution within Washington State, including cities similar in size and service delivery to Snoqualmie.
- Successful experience implementing the proposed software in Washington to fully comply with BARS tracking and reporting requirements.
- Meet all functional and technical requirements stated within this RFP using commercial off-the-shelf software.
- The successful supplier shall be responsible for the final City approved design, installation, and implementation of the ERP system including development of user acceptance testing, system integration and connectivity to existing resources.
- Leverage Microsoft-centric architecture supporting Microsoft SQL Server database and the City's technology direction (if on premise solution is proposed).

The award shall be made to the qualified supplier whose proposal is most advantageous to the City of Snoqualmie with price and other factors considered. Other factors that may contribute to the selection process include but are not limited to:

- Project approach and understanding of the City's objectives and requirements
- Supplier's implementation methodology and success
- Feedback from customer references
- Compliance with the City's terms and conditions
- Ability to meet the City's requirements (software functionality, usability, performance, flexibility, integration, and technology)
- Supplier's installed base and experience with municipalities similar to the City of Snoqualmie
- Integration with ESRI ArcGIS, MaintStar, TRAKit, and external payment processors.
- Cost and support quality for ongoing maintenance and support

Overall the ERP system must provide:

- Integration with a budgeting analytics and planning tool to be selected as part of the RFP process.
- A highly intuitive system with minimal training from a user perspective in order to improve cross departmental performance and efficiency.

- Easy access to data for report and query generation without the need for a SQL specialist.
- User-friendly mobile technology for Timekeeping and Payroll employee self-service.

The successful vendor will enter into the following standard City contracts, in the forms attached to this RFP, for the following:

- Professional Services,
- Software License, and
- Maintenance and Support Services

CONTRACT DEFINITION

The contract between the City and the selected vendor to provide the required software and related services will consist of:

- This Request for Proposal
- The selected vendor's Proposal
- The vendor's product demonstration, and related handouts and electronic presentations
- Related Commentary – any product literature, vendor documentation, and communications from the vendor clarifying the proposal, technology, project planning, implementation services, training, 3rd party applications, software functionality, support services and professional services
- Pricing information and options
- A mutually agreed upon Statement of Work that outlines the project scope, project timeline, Project Manager, assigned responsibilities (vendor and customer), estimated hours by role for the major work components, deliverables, milestones, services to be performed by the vendor, and costs by major work component.
- The contract documents (Professional Services, Software License, and Maintenance and Support Services Agreements).

Proposals received later than 5:00 p.m. March 19, 2020 **will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.ci.snoqualmie.wa.us/>. Click on Services at the top of the page and then click on the Document library from the drop down, the Request for Proposals link found under the folder "RFQ, RFPs and Bid Invitations".

*INTER-LOCAL AGREEMENT It is the intent of this document to make available to other local government entities of the State of Washington, and neighboring states, as authorized by Inter-Local purchasing agreements as provided for by RCW 39.34, the right to purchase the same services/product at the prices quoted for the period of the contract. Therefore, upon award and execution of the contract, the bid unit price and any option prices herein shall remain valid for a period of 1 year from time of bid. Specifically, the following agency reserves the right to purchase from this proposal: The City of Duvall. The City of Snoqualmie shall incur no liability in connection with any contracts or purchases by other public agencies made under this Request for Proposals.

Contents

SECTION 1: GENERAL INFORMATION.....	6
A. RFP PURPOSE	6
B. CITY INTRODUCTION.....	6
C. EMPLOYEES & SYSTEM USERS.....	7
D. CURRENT IT ENVIRONMENT.....	8
E. PROJECT OBJECTIVE	10
F. PROJECT SCOPE	12
G. PROJECT TIMELINE	14
SECTION 2 – KEY REQUIREMENTS.....	16
A. DESIRED IT ENVIRONMENT.....	16
B. TECHNICAL REQUIREMENTS.....	17
C. BUSINESS REQUIREMENTS	19
SECTION 3 – VENDOR INSTRUCTIONS.....	20
A. COMMITMENT TO PURCHASE.....	20
B. CITY STATEMENT OF RIGHTS	21
C. OFFICIAL CONTACT.....	21
D. LETTER OF INTENT.....	21
E. RFP TIMELINE	22
F. EVALUATION PROCEDURES	22
G. SUBMITTAL FORMAT	23
H. REQUIREMENTS RESPONSE FORMAT.....	32
I. COMPANY PROFILE.....	33
J. REFERENCES	33
SECTION 4 – TERMS & CONDITIONS	35
A. PAYMENT SCHEDULE & TERMS	35
B. RECRODINGS of WEBINARS, DEMOS, etc.	35
C. WITHDRAWALS	35
D. REJECTIONS	35
E. CITY LICENSE REQUIRED.....	35
F. SIGNED NON-DISCLOSURE AGREEMENTS REQUIRED.....	35
G. PUBLIC DISCLOSURES NOTICE.....	35
H. CONFIDENTIALITY	36
I. OWNERSHIP of DOCUMENTS	36
J. VENDOR EXCEPTIONS TO THE RFP	36
SECTION 5 – CONTRACT AWARD & EXECUTION	37
A. EVALUATION CRITERIA	37
B. ACCEPTANCE of TERMS and CONDITIONS and PAYMENT SCHEDULE.....	37
C. CONDITIONS of PAYMENT	39

General RFP Information

SECTION 1: GENERAL INFORMATION

A. RFP PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from software Vendors, systems integrators, implementation partners and/or Value-Added Resellers (VARs) who can demonstrate that they possess the organizational, functional and technical capabilities to provide an Enterprise Resource Planning (ERP) solution that meets the City's needs. The functional areas to be supported are: Financials (AP, AR, Payment processing, GL, Financial statements), Human Resources, Payroll, Utility Billing, Business License & Permitting, Budgeting, Analytics, and Reporting. The City's preference is to select and begin implementation of a replacement ERP solution in the first quarter of 2020. The City's budget is expected to cover the entire cost of the project including, but not limited to, software, hardware, data transfer, interfaces, configuration, installation, training and the first year's warranty and support.

B. CITY INTRODUCTION

The City of Snoqualmie is one of the fastest growing cities in the State of Washington. The City population has grown from around 1,600 residents in 2000 to over 13,000 residents as of 2019; a 550% increase in under 20 years.

Metric	Information
Pop. Est. 2018	13,752
Employees as of (06/2019)	120 FTE, +6-10 seasonal hires and 17 volunteer fire fighters
2019 budgeted expenditures	\$58.5M
Total Sq. Mi.	7.42 sq. mi

The City operates under a Mayor/ Council form of government, with the City Administrator serving as the Chief Operating Officer. The City provides a full range of services typical of municipal governments including:

Police services to both the City of Snoqualmie and North Bend, Fire service to City of Snoqualmie and the surrounding area. Water, Sewer & Storm services, street & parks maintenance, building & permitting, licensing, and general administrative services (finance, legal, information technology, events, human resources, etc.).

The City prepares a biennial comprehensive budget document, including both operating and capital budgets, which is adopted by the City Council in December for the subsequent fiscal year. The City's fiscal year runs January 1 through December 31.

City employees are located at 5 primary locations, City Hall, Fire Station, Police Station, and 2 Public Works buildings. The city's community center located at Snoqualmie Community Park, is operated by the YMCA on a 20-year lease. The building is owned and maintained by the City.

General RFP Information

There is ongoing discussion of future enhancements to the area including a pool.



C. EMPLOYEES & SYSTEM USERS

As of June 2019, the City employs 120 FTE employees, with a mix of Management/Professional positions and employees under three separate union groups (Fire, Police and Professional).

The anticipated number of users in 2020 is shown below by department:

Department	2020 Projected Total Unique Users
Executive, Legislative, and City Clerk	9
Administration: Human Resources, Communications & Events	8
Finance (Budgeting, Billing, Payroll)	10
Fire	16
Police	30
IT	7

General RFP Information

Legal	3
Community Development (Permitting & Planning)	7
Public Works	39
Total Unique Users	129

- All employees, except volunteer fire fighters and seasonal employees will be expected to use the Payroll Time Entry and Self-Service functionality.
 - Seasonal employees and volunteer firefighters will continue to use existing manual timesheet entry

D. CURRENT IT ENVIRONMENT

The City currently uses Accela Springbrook V7.17 for its Financial, Payroll, Utility Billing, Business License & Permitting. There's very limited use of Springbrook's Human Resources, Budgeting, and Reporting modules & functionality. The City uses GovJobsToday.com for applicant tracking, relies on Excel for all budgeting preparation, forecast and analytics. The city uses *SQL Query with DevExpress Dashboard* to present a graphical representation of the financial operations, however an integrated solution as part of the ERP is desired. The city uses MyBuildingPermit for online permit submission & Central Square, TRAKIt for over the counter permit submission and will continue to do so. MaintStar was acquired for asset management, but is currently not being used to track assets nor is it integrated into the financial system. Time entry is a mix of paper time cards and use of Springbrook's Time Entry Module. Purchase orders and encumbrances aren't existing processes at the City and as such these features aren't currently used in Springbrook, although the City would like to implement the use of both. Expense reporting is a combination of paper, and scanned receipts, a more efficient process with possible use of procurement cards is being considered. The city accepts payments at several locations using a combination of Springbrook's cash receipts module, Square at special events and Police Services, checks in person or by mail, and credit card payments made at City Hall (PayConex) or on-line for Utility Billing only via MerchantTransact.com.

Workstations are currently running Windows Office 365 applications for word processing, spreadsheets, email, and presentation requirements. IE 11, Chrome or Firefox are the standard Web browser. The City uses SharePoint365 for document collaboration and sharing. The City is interested in vendors who can help optimize the document repository using existing systems, or by providing built-in and flexible document management capabilities.

Integration

The City requires the new software to integrate with 3rd party applications and to easily receive and transmit data to local, state, and federal agencies. Integration tools must be open and support a Microsoft Windows platform, e.g. .NET, Service Oriented Architecture, XML, Web

General RFP Information

Services, APIs, etc. Prior experience with integration with the City's existing applications is important. The City's preferred integration between systems is via web services.

Any proposed on-premise solution should be able to operate in a Virtual Machine environment (VM) using VMWare's virtualization platform.

The system must provide tight security controls which meet regulatory, compliance and audit standards. Security must be role-based to the menu, screen, and data field level.

Microsoft Active Directory is required for single sign-on and global security administration; LDAP compatibility is sufficient.

The system must support field automation tools such as smart phones, notebooks, laptops, or other devices for remote data acquisition and updates. Real time updates are preferred; the option to synchronize mobile devices with the system is required. The City wishes to remain hardware agnostic.

Security

For the client-based solution, we require that the application not be launched from the app data folder. For hosted solution, solution must be compatible across all platforms. Hosted solution must allow for clean exit and vendor must provide exit strategy & methodology.

GIS

The City is currently using ESRI's ArcGIS 10.2 server and desktop clients. The new software must support bi-directional GIS integration.

The new system should support Google and Bing Map APIs to augment address, location or property information. The City is sharing GIS data with the County (King). The City will continue to share land and parcel data with the County. The City uses its custom-developed intranet site, GeoCortex, to provide base map data and an extensive list of map layers to all staff. This site pulls various data sets (quarterly) from applications to create a holistic view of property data addresses, structure, land use, infrastructure, etc. The new Software needs to support dynamic display of geodata, addresses and streets stored in a centralized database and should be to also consume the GIS address table. The City strategy is to serve up geospatial data with the use of web services (ARC GIS online/onprem GIS server) or map services (via ESRI) and have the new software consume the data directly.

Reporting

The City intends to generate its required reports from the new system and prefers flexible ad hoc query and reporting tools that are intuitive to users.

Work Order Management

The City currently has MaintStar for work order tracking. The City would like to have an integrated solution with work orders to update Utility Billing and Project Accounting in order to bill for services provided and have the ability to plan, monitor and forecast annual work quantities

General RFP Information

and required resources (labor, equipment, material, budget) for a variety of infrastructure systems at a program level including but not limited to: Right of Way Roadways, surfaces, sidewalk, ditches, storm conveyance systems and, assets such as water conveyance infrastructure (pumps, valves, main lines), parks, signs, traffic signals, trees, and other municipal infrastructure, and sanitary sewer infrastructure (pumps, lift stations, lines).

Fleet Management: RTA

The City uses RTA for fleet workorders, tracking vehicle and small equipment maintenance and replacement lifecycle. RTA is not integrated with any other systems, and the City would like vendors to propose an integrated solution with Asset Management, as well as a direct feed into the ERP.

Asset Management: MaintStar

The City retains a license to MaintStar's Asset Module, however it is not currently used to actively track assets (either individually or by program). The city would like to have integration between MaintStar and the finance systems in order to track asset life cycle, value, repairs and impacts on project/program budget. However, the city is open to a wholistic solution that also provides asset tracking and management. The new system should provide planned versus actual reports that can be produced monthly/cumulatively for specific projects.

Financial systems

Springbrook is the financial system used for Utility Billing, General Ledger, AP, AR, Cash Accounting, Cash Point of Sale, Licensing, Annual B&O payment processing, cash receipts of Permits, and Payroll. Springbrook is used to journalize final budget numbers but is not used for budget planning. Springbrook HR module is used in a limited capacity with performance management handled offline. Springbrook is not integrated with the Asset Management, Work Order Management or GIS systems. Grant management, contract management, project management functions are all managed at individual levels using Excel spreadsheets. The objective of this project is to replace Springbrook with a financial system that can provide a collaborative solution which leverages workflow for process efficiency between departments.

E. PROJECT OBJECTIVE

The City is seeking an integrated “off the shelf” packaged solution that will meet its core requirements out of the box with minimal modifications.

The City expects the Vendor to perform the related professional services (e.g. best practices guidance, business process reengineering, training, project management, data migration assistance, implementation, integration and report development) in a timely and professional manner. Services should be provided by experienced ERP and technical experts who have successfully implemented the proposed solution at comparable municipalities with similar requirements for the modules in scope.

General RFP Information

The City will consider proposals from single Vendors or from multiple Vendors working as a team. In the event multiple Vendors submit a proposal together, the City expects that there will be one prime contact that will be responsible for the whole project and for coordinating the work of the other Vendors.

The ideal Vendor(s) shall have experience in successfully implementing the proposed solutions at local government agencies of similar size to the City and/or in larger agencies. The successful Vendor shall be responsible for the final City approved design, installation, implementation and commissioning of the ERP system, including development of user acceptance testing, system integration and connectivity to existing resources.

This RFP process seeks to find the best overall solution for the City for this investment. The award shall be made to the qualified Vendor whose proposal is most advantageous to the City with price and other factors considered. Other factors that may contribute to the selection process include but are not limited to the following:

- ❖ Project approach and understanding of the City's objectives and requirements
- ❖ Supplier's implementation methodology and implementation success
- ❖ Feedback from customer references
- ❖ Compliance with the City's terms and conditions
- ❖ Ability to meet the City's requirements including software modules, functionality, usability, performance, flexibility, integration and technology
- ❖ Supplier's installed base and experience with municipalities similar to the City
- ❖ Supplier's installed base with similar municipalities in the State of Washington
- ❖ Ability to integrate with other City systems
- ❖ Cost and quality of ongoing maintenance and support

Overall the ERP system must provide the following:

- Compatibility with the City's Technology strategic objectives.
- A complete commercial off the shelf solution that has been successfully implemented in the last 18 months for public agencies of comparable size and that follows best practices offered by the software.
- Alignment with the functional requirements as defined in this RFP.
- A detailed cost breakdown of hosted vs. on premise solution for 5 years, with annual maintenance by year.
- A solution that requires no modification to base code, but is configurable to meet the needs of the City now and into the future.
- An intuitive interface and an easy learning curve to facilitate rapid adoption and minimize the need for external on-going training services.
- A system that is stable, secure and accessible and supports business processes, service delivery and transparency.
- Vendor must have an ongoing and sustainable product and corporate strategy to avoid obsolescence.

General RFP Information

- Comprehensive library of standard reports and tools for end user ad hoc reporting and queries.
- Foster collaboration and process efficiencies between departments.
- Easy integration with other systems.
- Compliance with State of Washington requirements including BARS and DRS reporting.

F. PROJECT SCOPE

The City is seeking an integrated solution that will meet its core requirements with minimal modifications. The goal is to optimize system utilization for all users, improve response times, reduce errors, reduce manual efforts, improve analytical capabilities and improve customer service. The City intends to minimize its total cost of ownership without any degradation in performance and level of service and to implement a system which can remain on the upgrade path with minimal cost and business impact. The modules being considered in this evaluation that are required include the following:

Finance Functions to be Supported
General Ledger
Accounts Payable
Accounts Receivable
Payroll
Self Service & Time Entry
Utility Billing
Business Permitting & Licensing
B&O
Cash Receipting (Point of Sale)
Budgeting
Project Accounting
Financial Reporting
Expense Reporting/Procurement
Ad Hoc Reporting
Operating Dashboard*
Analytics & Forecasting
Human Resources
Grants Management
Contracts Management

*Operating Dashboard should have an internal and external view, with the external view configurable for public use, anyone with access to the web may view

General RFP Information

the Operation Dashboard.

The primary focus for this evaluation is to replace the Financials with fully integrated modules that meet the specific requirements of the City. The City is ideally looking for an all-inclusive product that entails multiple modules to decrease the City's reliance on 3rd party vendors.

The following chart lists other City applications used that will be interfaced or integrated to the replacement ERP solution:

Application	Functionality	Integrate/Interface
TRAKit	Building Permit, Code Enforcement	Yes
AudioTel	Manual Check Processor	Yes
Key Bank	Banking	Yes
3rd Party payments	Key Bank - e lockbox Key Bank - merchant accounts Merchant Transact Square PayConex Paypal Pay-by-Phone Cisco VOIP (future)	Yes
MyBuildingPermit.com	Online Building Permits	No, MyBuildingPermit.com is integrated into TRAKiT and TRAKiT sends payment data to ERP.
RTA	Fleet Management	Yes, desired integration to ERP. If not possible, may use Maintstar in future.
ESRI (ArcServer 10.2)	GIS System	Yes
MaintStar	Asset Management	Yes
Washington State Department of Retirement Systems	Employee Pension Program	Yes, desired.
GovJobsToday.com	Recruitment and Applicant Tracking	Yes
AutoRead	Water meter reading system	Yes
FileLocal	Online licensing and B&O	Yes

General RFP Information

https://www.filelocal-wa.gov/Default_FileLocal.aspx		
Sharepoint Online (Office 365)	Document Management	Yes
Manage Engine	IT Work Order Tracking and IT Asset Management	Yes, for asset management only.
Active Directory	Single Sign On	Yes

Optional Services

In addition to technical and business requirements, the City would wish to receive quotes that include professional services as part of their delivery package as an optional service. This includes providing pre-migration support in revamping business processes as a result of system changes, organizational change management support, assistance with data preparation for migration and best practices for data management and security. This may include all or some of the following resources to help with the preparation, execution and post deployment support:

- Project Manager
- Business Process Analyst
- Business Data Analyst

G. PROJECT TIMELINE

Anticipated Project Timeline

An anticipated project timeline is provided to provide a sense of the scope of work. However, the City recognizes that once a vendor is selected, the desired milestone dates may shift and a detailed project schedule will be developed in tandem to meet the City's timeline as best as possible.

To minimize risk, the city desires working with the vendor to determine the best roll out strategy. The city is open to a rolling implementation using an iterative approach and will look to the vendor for best practices in reducing customer and employee impacts.

Milestone	Desired Date
Release RFP to Vendors	Feb 01, 2020
Vendor Selected	May 08, 2020
Vendor begins project work	June 01, 2020
Baseline Project Plan: Timeline, Scope, Project Team, etc.	June 26, 2020
Baseline Detailed Requirements	July 31, 2020
Iteration 1 start: Implementation:	Sept 11, 2020

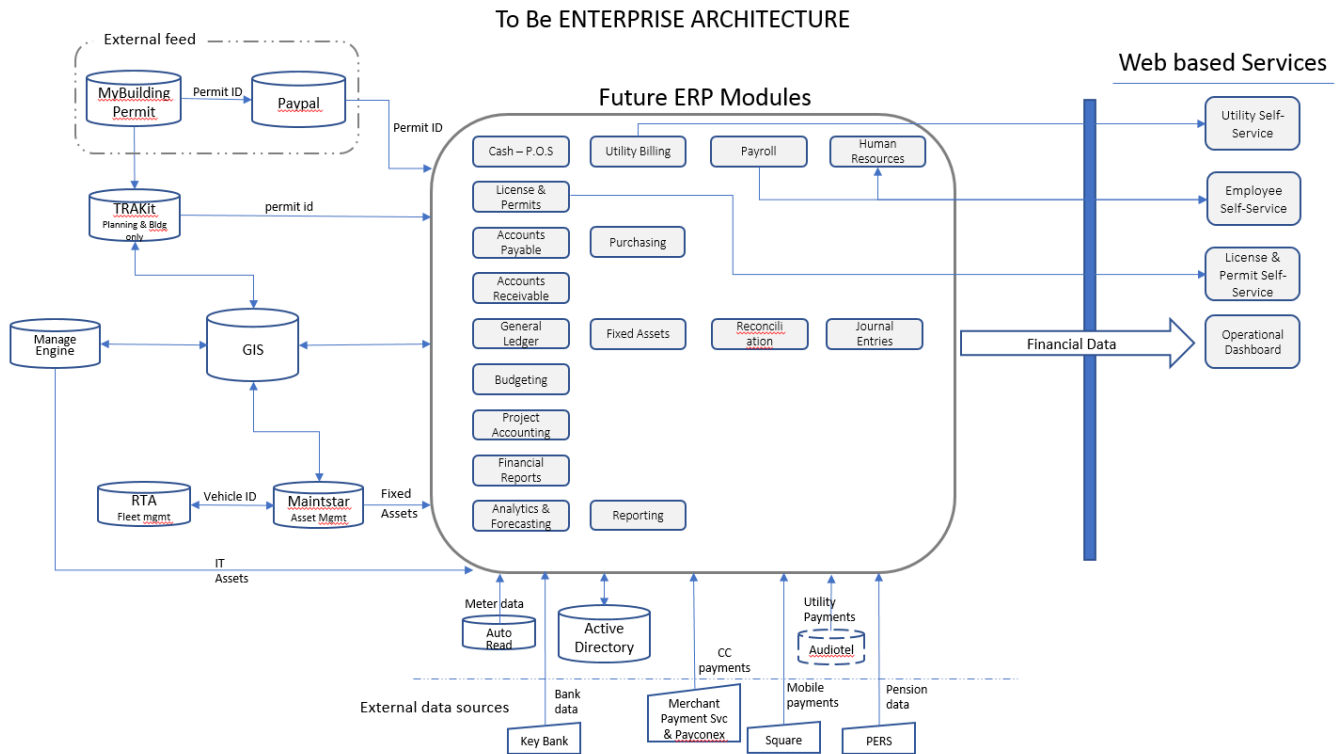
General RFP Information

Installation, configuration & testing	
Iteration 1 end: Deployment: Testing, Training, Deployment, Post Deployment Support, Lessons Learned	Oct 23, 2020
Iteration 2 start: Implementation: Installation, configuration & testing	Nov 2, 2020
Iteration 2 end: Deployment: Testing, Training, Deployment, Post Deployment Support, Lessons Learned	Dec 14, 2020
Iteration 3 start: Implementation: Installation, configuration & testing	January 4, 2021
Iteration 3 end: Deployment: Testing, Training, Deployment, Post Deployment Support, Lessons Learned	February 19, 2021
Project Closure	March 19, 2021

General RFP Information

SECTION 2 – KEY REQUIREMENTS

A. DESIRED IT ENVIRONMENT



*Chart reflects “ideal” architecture and is subject to change based on the implementation process with the selected vendor.

Technical Requirements Instructions

The functionality defined below defines the minimum technical needs for the solution. The City expects to make minimal modifications to the selected package. The intent of this strategy is to minimize vendor costs, expedite implementation, and ensure that the City will be able to remain on the application upgrade path offered by the vendor. In order to be considered, vendors responding to the RFP must indicate in the table provided below, whether the desired technical features are:

- standard features of the solution
- features that are available for an add-on fee
- customized features that require additional development to meet the City’s need

The City believes that a completely integrated packaged solution exists that can meet its core business requirements for this system.

General RFP Information

B. TECHNICAL REQUIREMENTS

Requirements	<u>Vendor Response</u> S = Standard feature E = Enhancement C = Customization Required	Comments
Single sign-on: MS Active Directory; LDAP compatible.		
Database: MS SQL Server 2012 or higher.		
Server: Windows Server 2012 R2, 64 Bit or higher.		
Compatible with Windows 7 or higher desktop client.		
Office 365 compatible (import/export/merge support)		
SharePoint365 integration, e.g. display data to dashboard, document storage and retrieval, etc.		
Hosted/ASP solution		
.NET architecture. If not please state which other functionality is used.		
Web-enabled or Web-based architecture with published open API's and ability for customers to configure APIs. List of current browsers (and versions) supported.		
Supports virtual server environment utilizing VMWare.		
Fully support/compliant with Service Oriented Architecture (SOA).		

General RFP Information

Available SaaS and hosted options which allow multiple isolated environments, e.g. production, test, training, development, etc.		
List remote access methods supported including technologies, portals, etc.		
Role-level security to menu and screen level and data level with the ability to mask sensitive data fields, e.g. Tax ID or SSN.		
Comply with institutional data security requirements for Human Resources module including: <ul style="list-style-type: none"> • HIPAA Rules for Human Resources data security • Americans with Disabilities Act (ADA) compliance • ePHI security 		
Integration across all modules in the system; enter data once, updates all records.		
Online Readable Data Dictionary or database schema.		
Tools and utilities available for data purge and archiving processes.		
Web/Portal functionality for internal and external users.		
Ability Scan and attach PDF, JPEG, wav, MP3, MPEG4, TIF, etc. and MS Office files to records throughout all modules.		
Support mobile technology, include what devices and mobile OS's are supported (iPads vs Surfaces, iOS vs. Android)		
Ability to support the use of special characters (including keyboard [` ! @ # \$ % ^ & * '] vs. non-keyboard		

General RFP Information

[emoji]) in notes, emails approvals, passwords, etc.		
Support for Multi Factor Authentication.		
Support dynamic display of geodata, addresses and streets stored in a centralized database and ability to consume CoS GIS address table.		

C. BUSINESS REQUIREMENTS

<Please see accompanying attachment outlining Business Requirements>

General RFP Information

SECTION 3 – VENDOR INSTRUCTIONS

A. COMMITMENT TO PURCHASE

The City of Snoqualmie reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process.

This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal, including but not limited to respondents doing onsite scripted product demonstrations. This Request for Proposal is not a commitment to purchase, and any expenditures incurred by the Proposer in preparing and submitting its proposal shall not be reimbursed by the City, nor is the City obligated with respect to any action taken by Proposer in responding to this Request for Proposal. Further, the City reserves the right to reject all proposals received and not award a contract to any Proposer.

A vendor response that indicates that any of the requested information in this RFP will only be provided if and when the supplier is selected as the apparently successful supplier is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Snoqualmie assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Snoqualmie further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Vendor ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

The Vendor (s) ultimately awarded a contract will be required to sign and comply with City of Snoqualmie Information Technology Vendor Non-Disclosure Agreement. Vendor providing hosted or cloud solution will be required to sign and comply with City of Snoqualmie Information Technology Cloud Security policy.

If the selected Vendor fails to sign the contract within seven (7) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked Vendor.

General RFP Information

B. CITY STATEMENT OF RIGHTS

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.

The City has the right to:

- Cancel or re-issue the RFP at any time.
- Accept the proposal, proposals or parts of a proposal deemed most advantageous to the City, or to reject any or all proposals for any cause whatsoever if deemed in the best interests of the City.
- Waive any minor informalities or irregularities contained in any proposal.
- Amend the RFP in any manner prior to contract award.
- Reject any proposal which contains false or misleading statements or is not in compliance with submittal requirements.
- Obtain clarification of any point in a Proposal. Such clarification may be in any form, such as conference calls, email communications, Web demos, onsite demos, vendor headquarters visits, or other method of the City's choosing.
- Share the RFP, proposals and subsequent vendor-provided information with any consultant of the City's choosing in order to secure expert opinion.
- Make copies of any Proposals for evaluation purposes or as required for legal and regulatory compliance.
- Record all demos.
- Request from the software vendor a different implementation partner than the one proposed.
- At the City's sole discretion, select a different implementation vendor on its own.

C. OFFICIAL CONTACT

Upon release of this RFP, all Vendor communications concerning the RFP should be directed to the City of Snoqualmie's IT Director, via email to: ksmith@snoqualmiewa.gov.

Unauthorized contact regarding this RFP with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

D. LETTER OF INTENT

Vendors wishing to submit proposals are encouraged (but not required) to provide a written Letter of Intent by February 8, 2020 via email to ksmith@snoqualmiewa.gov in order to receive direct notification of the list of questions and answers that will be generated from the pre-proposal process. Please identify the name, address, phone and email address of the person who will serve as the key contact for all correspondence regarding this RFP.

General RFP Information

E. RFP TIMELINE

The City intends to complete the selection process using the following schedule. However, the City reserves the right to modify or reschedule procurement milestones as necessary.

Event	Date
Release RFP to Vendors	Feb 01, 2020
Vendor Questions Due	Feb 19, 2020
Answers to RFP Questions Released	February 26, 2020
RFP Responses Due	March 19, 2020
Short List	March 26, 2020
Pre-Demo Conference	March 29 – April 2, 2020
Software Scripted Demos	April 5 – April 9, 2020
Vendor Reference Checks	March 26 – April 9, 2020
F&A Presentment of Vendor Selected	April 21, 2020
Presentment to Council of Vendor selected	April 27, 2020
Final Vendor Selection	May 08, 2020

F. EVALUATION PROCEDURES

The IT Director, Finance Director and key staff will evaluate the submitted proposals. The initial Technical and Functional Evaluation will be based on written responses to this RFP.

It is important that the responses be clear, concise and complete so that the evaluators can adequately understand all aspects of the proposal. The City is not interested in unnecessary sales verbiage.

The evaluators will consider the completeness of the proposal, how well the Vendor complied with the response requirements, responsiveness of Vendor to requests, the number and nature of exceptions (if any) the Vendor takes to the terms and conditions, the total cost of ownership and how well the Vendor's proposed solution meets the needs of the City as described in the Vendor's response to each requirement and form.

As part of the evaluation, the City reserves the right to request additional information, ask for a demo (web or in person at City of Snoqualmie), conduct conference calls to review the response, or take any other action necessary to perform a thorough and objective evaluation of each Vendor's response. This evaluation includes, but is not limited to conducting customer reference checks, visiting Vendor headquarters and reviewing any other information about the Vendor and

General RFP Information

its solution (e.g. performance, viability, technology, mergers and acquisitions, organizational changes, litigation, industry analyses, etc.)

The evaluation process is intended to help the City select the Vendor with the best combination of attributes, including but not limited to total cost of ownership, ease-of-use, performance, reliability, vision, flexibility, stability, sustainability, Vendor viability and Vendor capacity to successfully implement the selected applications.

G. SUBMITTAL FORMAT

Those submitting sealed proposals should indicate on the outside of the envelope in the lower left-hand corner that it is a sealed proposal for the RFP – City of Snoqualmie IT Department - Enterprise Resource Planning Project. The name of the organization submitting the proposal should also be indicated on the outside of the envelope.

One (1) original and (2) bound and sealed copies, plus two electronic copies (1 in PDF format and 1 in Microsoft Word format) of the entire proposal are required. Proposals are to be delivered to:

Robert Hamud
Finance Director
City of Snoqualmie
PO Box 987
Snoqualmie, WA 98065

Proposals must be received by 5:00 p.m. Pacific Time on March 19, 2020. **Proposals received after 5:00 p.m. Pacific Time will not be considered.**

All questions regarding this RFP must be in writing and emailed to Kevin Smith, IT Director at ksmith@snoqualmiewa.gov by 5:00 p.m. Pacific Time on February 19, 2020.

From the issue date of the RFP until contract award is made, respondents are not permitted to communicate with any employee or agent about the subject or contents of the RFP except as outlined in the RFP. Violation of this provision may result in rejection of the respondent's submission. No information provided verbally or by any other personnel will be considered binding. All respondents shall use the RFP and its exhibits and amendments as the sole basis for proposal at this time.

Proposals should be prepared simply, providing a straightforward, concise delineation of the capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials should not be submitted at this time.

Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by this RFP and not on volume. Costs for developing proposals in response to the RFP are the obligation of the Proposer and are

General RFP Information

not chargeable to the City. All proposals and accompanying documentation will become the property of the City and will not be returned.

The submittal format for the proposal is with the following sections with the required information provided in each section as noted below. For the original and hard copies, the City requests that physical tabs be used to separate each section.

Suppliers must prepare electronic and three hard copy versions of the proposal and the forms embedded within this RFP.

RFP RESPONSE GUIDELINE

SECTION	TITLE	SECTION CONTENTS
Section 1	Vendor Title Page	Present the subject of your proposal, the name of your organization, local address of the office that will be installing the application, name of the contact person (with their title and their contact information) and the proposal submission date.
Section 2	Table of Contents	Present a clear and comprehensive identification of the contents of your proposal by section and by page number.
Section 3	Letter of Transmittal	A signed letter of transmittal is required. Within this letter include statements to the following: <ul style="list-style-type: none">• Your organization's understanding of the work to be accomplished.• That upon award of this contract, your organization will make a positive commitment to perform the implementation of the work within the scheduled time period.• A summary of the cost of service fee(s) to be charged for all software and professional services, with a break out of the two and a statement indicating

General RFP Information

SECTION	TITLE	SECTION CONTENTS
		<p>whether fees are fixed, complete, inclusive or negotiable.</p> <ul style="list-style-type: none"> • All proposals submitted are to be valid for period of 180 days after this proposal date. • The name of the individuals who will be authorized to make representations for your organization, their titles, addresses, email addresses and telephone numbers. • A statement that the signatory of the transmittal letter with his/her printed name and title has authority to bind your organization. • Each submitted hard copy of the proposal is to have an original signed letter of transmittal by an official authorized to legally bind the proponent.
<p>Section 4</p>	<p>Company Profile and Customer References</p>	<p>Please complete the forms in Section 4I - Company Profile and Section 4J - Customer References and include them in this section.</p> <ol style="list-style-type: none"> 1. A profile of your organization is required. The profile should include the following information: <ul style="list-style-type: none"> • Basic organizational information, such as, size of organization, how long in business, public or private entity, etc. • Whether your organization is local (Seattle area), regional, national, or international.

General RFP Information

SECTION	TITLE	SECTION CONTENTS
		<ul style="list-style-type: none"> • The location of the office from which the engagement is to be performed and a brief narration of the number of professional staff (i.e. managers, developers, analysts, etc.) employed at the office. • Describe the range of services provided by the office performing the engagement. • A listing of the other similar governmental customers that are using this proposed software. <p>2. A Summary of your organization’s qualifications (Not to exceed 5 pages).</p> <ul style="list-style-type: none"> • Provide a summary of your organization’s expertise in the area of software development, support, implementation, training, etc. pertaining to the software submitted in the proposal (including any 3rd party systems included as a part of your proposal). Submission of reports from industry analysts such as Gartner and Meta Group is encouraged if available. • Include at least three (3) references where your organization provided similar methods using the same software at other Municipal Government agencies of similar size and complexity (the references must be using

General RFP Information

SECTION	TITLE	SECTION CONTENTS
		<p>the same version of software that you are proposing). Include contact names, telephone numbers and addresses. Indicate the year and timeframe in which each reference was engaged with your organization. Use the enclosed form in Appendix B for submitting this information. Vendors must submit one form for each reference.</p> <ul style="list-style-type: none"> References – prior customers. Vendors are also asked to submit contact and reference information for two (2) prior customers who are no longer using the software. Forms for these references are also included in Section 3J - Customer References Vendor is to complete a form for each reference.
<p>Section 5</p>	<p>Project Management and Implementation Methodology</p>	<p>Please provide a detailed description of your project management approach and implementation methodology (not to exceed 10 pages). Describe your implementation plan, including your training, data conversion, systems integration and testing processes:</p> <ul style="list-style-type: none"> Approach and philosophy Provide a high-level project plan, along with expected deliverables and estimated timelines. Include typical expectations of City staff commitment and what staff the City can anticipate it will

General RFP Information

SECTION	TITLE	SECTION CONTENTS
		<p>need to backfill during implementation.</p> <ul style="list-style-type: none"> • A formal Statement of Work (SOW) will be required for the project and agreed to by all parties prior to the commencement of work. This agreed upon Statement of Work is to be completed before contract execution and included as part of the executed agreement. • Please provide a detailed outline of your data conversion methodology and experience. This will be used as a platform for the data conversion requirements outlined in the formal Statement of Work. • Include an estimation of the types of data that will be converted along with the average retention timeline (i.e. is there a standard retention timeframe that clients convert data from - # of years, etc.)?
<p>Section 6</p>	<p>Proposed Costs</p>	<p>The vendor will provide costs using one of the schedules in Section 4A –Payment Schedule & Terms for all project deliverables. All proposed costs, 3rd party software and customization estimates need to be identified, as well as total cost of implementation plus any additional annual costs over 5 years.</p>
<p>Section 7</p>	<p>Specifications</p>	<p>Section 2 – Key Requirements of this RFP provides the</p>

General RFP Information

SECTION	TITLE	SECTION CONTENTS
		<p>specifications/ functionality that must be met by the software application. Please complete the Requirements Document in Section 2, providing answers and any comments necessary to clarify the functionality and submit as requested in this section. Where requirements are unclear, seek clarification or present options available to meet needs.</p>
<p>Section 8</p>	<p>Additional Data</p>	<p>Provide any other documentation necessary to describe the functionality or delivery of the proposed system. Vendors who submit pricing for a Hosted or Subscription based option are asked to provide details about the level of hosting services provided (i.e. DBA, upgrade support, backup services, system monitoring, etc.), contractual terms (minimum contract length, performance guarantees, service level guarantees, etc.), hardware related costs, infrastructure costs, and other items pertaining to this service.</p> <p>If such service is offered indirectly through a hosting partner the City requests disclosure of the partner, and the terms of agreement between said partner and the software vendor.</p> <p>Vendors may also provide in this section any other information that they believe will assist the City in making its selection.</p>

General RFP Information

SECTION	TITLE	SECTION CONTENTS
<p>Section 9</p>	<p>Vendor Exceptions to the RFP</p>	<p>Please complete the form in Appendix D – Vendor Exceptions to the RFP and include it in this section. <u>All exceptions must be listed as Vender Exceptions to the RFP even if they are stated elsewhere in the vendor’s proposal.</u> If Section 5L is not completed, it will be assumed that there are absolutely no exceptions to this proposal and will be treated as such. If there are no exceptions the vendor must sign and complete the form in Appendix D as directed. If the Vendor Exceptions to the RFP Form is not completed and signed, at the sole discretion of the City of Snoqualmie, the vendor’s proposal may be disqualified.</p>
<p>Section 10</p>	<p>Contract Performance</p>	<p>If at any time in the past 5 years your firm has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer, describe the situation(s) including the name and address of the contracting party, and circumstances.</p>
<p>Section 11</p>	<p>Vendor’s Recommended Architecture and Hardware Requirements</p>	<ul style="list-style-type: none"> • Indicate recommended infrastructure required for the proposed solution. • Include information for cloud or hosted options for implementation, including a review of integration and security options.

General RFP Information

SECTION	TITLE	SECTION CONTENTS
		<ul style="list-style-type: none">• Vendors should also submit hardware, database, and operating system requirements for the server, peripherals, and mobile devices.

General RFP Information

H. REQUIREMENTS RESPONSE FORMAT

This section includes the expected formatted response to the technical and functional requirements to be evaluated in this RFP. The Requirements section is included in Section 2 of the RFP. While it is a comprehensive list of the City's requirements, the City reserve the right to make changes to these requirements as it learns more about how its needs could be better served with the vendor's responses. Responses to each line item should be concise and straightforward.

INSTRUCTIONS FOR COMPLETING REQUIREMENTS

For each numbered line item requirement, the vendor must indicate in the "Vendor Response" column S, 3P, C, F, or N, according to the following legend:

S	Fully supported by the current release of the software, vendor to show during demo what is included in standard reporting
3P	Supported with third party software (i.e. software not directly owned or controlled by the vendor submitting the proposal).
C	Customization is required to meet the requirement (e.g. changes to the underlying code must be made; a new table must be created; etc.) This causes additional upgrade work in order to implement new versions or upgrades.
F	Future functionality: Supported in the next release of the software.
N	Not supported.

Place an appropriate ✓ mark or X in the corresponding column for each requirement.

- 1) If the vendor responds with S, C, or F, the vendor **must** provide additional information in the comments column:
 - For **"3P"**, the vendor must explain what third party software application or service is required, any integration requirements, and the vendor's relationship with this third party. Vendor must also provide a cost estimate for the third party software, and also include this as a line item on the Pricing Worksheet in [Section 4J](#).
 - For **"C"**, the vendor must explain the nature and amount of customization required, and experience with the same or similar modifications. Vendor must also provide a cost estimate for the customization, and also include this as a line item on the Pricing

General RFP Information

Worksheet in [Section 4J](#).

- For “F”, the vendor must explain the functionality in the new release, the expected general availability release timing and provide surety that the functionality will be included.
- 2) If using a modular approach, the vendor ***must*** associate each line item with the appropriate module; if the functionality is achieved with multiple modules, each module utilized must be identified. Please add a final (far right) column to list the applicable module(s).

I. COMPANY PROFILE

This section contains the vendor information and response format that Proposers are to present in the RFP Response Guideline - Section 4 - Company Profile of the proposal. Please complete this section, responding with a profile for each vendor and/or implementer being proposed in the RFP response as included as an attachment to the RFP. This section must be submitted in Microsoft Word format. Changes to the template format or the font are not allowed.

J. REFERENCES

Active User References.

Please include the following information for each of at least three (3) public sector references from cities that have installed and fully implemented an Enterprise Resource Planning System similar in scope outlined in the RFP. References may include customers who have upgraded to a major release within the past two (2) years.

It is preferred, but not mandatory, that references come from jurisdictions within the State of Washington. Reference sites should be fully implemented and live on the current version of the software.

PLEASE SEE ATTACHMENTS AND EXHIBITS TO THIS DOUCMENT

Former Customer References.

Please include the following information for each of at least two (2) public sector references from cities that had installed and fully implemented an Enterprise Resource Planning System similar in scope outlined in the RFP but are no longer customers.

It is preferred, but not mandatory, that references come from jurisdictions within the State of Washington. Reference sites should be fully implemented and live on the current version of the software.

This section must be submitted as PDF. Changes to the template format or the font are not allowed.

General RFP Information

Information to be requested by the City and evaluated from each reference includes services performed, Proposer's abilities, communication skills, timeliness, costs, accuracy, problems, overall performance, and whether or not the reference would rehire Proposer.

The City reserves the right to check any other reference(s) that might be indicated through the explicitly specified contracts or that result from communication with other entities involved with similar requirements.

General RFP Information

SECTION 4 – TERMS & CONDITIONS

A. PAYMENT SCHEDULE & TERMS

Please see tentative schedule on Page 38 of this document.

B. RECRODINGS of WEBINARS, DEMOS, etc.

The City reserves the right to record and/or videotape all Webinars, Web demos, conference calls, demos or other communications relative to this RFP.

C. WITHDRAWALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

D. REJECTIONS

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

E. CITY LICENSE REQUIRED

The Vendor awarded said contract will be required to purchase a City Business License. A City Business License application is available at: <https://www.ci.snoqualmie.wa.us/323/Business-Licensing>

F. SIGNED NON-DISCLOSURE AGREEMENTS REQUIRED

The Vendor awarded said contract will be required to have their assigned project staff sign Non-Disclosure Agreements.

G. PUBLIC DISCLOSURES NOTICE

Under Washington State law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

General RFP Information

Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence.

If the City receives a request for inspection or copying of any such documents provided by a Vendor in response to this RFP, it will promptly notify the Vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the Vendor of the date the City intends to disclose the documents requested and affording the Vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

Any information contained in the proposal that the Vendor desires to claim as proprietary or confidential, and exempt from disclosure must be clearly designated, including identifying the page and particular exception(s) from disclosure. The City will try to respect all material identified by the Vendor as being Proprietary or Confidential, but requests that Vendors be highly selective of what they mark as Confidential. The City will make a decision predicated upon applicable laws and can choose to disclose information despite it being marked as confidential or proprietary.

Marking the entire proposal as proprietary or confidential, and therefore, exempt from disclosure will NOT be accepted or honored and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City.

Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in the City's possession, the information is obtained from third parties without restrictions on disclosure or the information was independently developed without reference to the Confidential information.

H. CONFIDENTIALITY

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

I. OWNERSHIP of DOCUMENTS

Any reports, studies, conclusions, and summaries prepared by the Proposer shall become the property of the City.

J. VENDOR EXCEPTIONS TO THE RFP

All exceptions to these contracts are to be listed in the Vendor Exceptions to the RFP form in Section 4L of this RFP which will be placed in the vendor's Section 9 of its proposal per the Submittal Format requirements of this RFP.

General RFP Information

SECTION 5 – CONTRACT AWARD & EXECUTION

A. EVALUATION CRITERIA

The Finance Director, IT Director and other key staff will evaluate the submitted proposals. The initial Technical and Functional Evaluation will be based on written responses to this RFP. It is important that the responses be clear, concise and complete so that the evaluators can adequately understand all aspects of the proposal.

The evaluators will consider the completeness of the proposal, how well the Vendor complied with the response requirements, responsiveness of Vendor to requests, the number and nature of exceptions (if any) the Vendor takes to the terms and conditions, the total cost of ownership and how well the Vendor's proposed solution meets the needs of the City as described in the Vendor's response to each requirement and form.

As part of the evaluation, the City reserves the right to request additional information, ask for a demo (web or in person at City of Snoqualmie), conduct conference calls to review the response, or take any other action necessary to perform a thorough and objective evaluation of each Vendor's response. This evaluation includes, but is not limited to conducting customer reference checks, visiting Vendor headquarters and reviewing any other information about the Vendor and its solution (e.g. performance, viability, technology, mergers and acquisitions, organizational changes, litigation, industry analyses, etc.)

The evaluation process is intended to help the City select the Vendor with the best combination of attributes, including but not limited to total cost of ownership, ease-of-use, performance, reliability, vision, flexibility, stability, sustainability, Vendor viability and Vendor capacity to successfully implement the selected applications. The city will evaluate proposals according to the criteria below using weighted voting:

Each evaluator is given a maximum of five points for each section. Example scoring below in grey:

Criteria	Ease of Use	Reporting	Training & Support	Costs	Total Score
<i>Ex: Vendor A</i>	<i>Ex: 4</i>	<i>Ex: 5</i>	<i>Ex: 2</i>	<i>Ex: 3</i>	<i>Ex: 14</i>
<i>Ex. Vendor B</i>	<i>Ex: 5</i>	<i>Ex: 4</i>	<i>Ex: 4</i>	<i>Ex: 5</i>	<i>Ex: 18</i>
<i>Ex. Vendor C</i>	<i>Ex: 3</i>	<i>Ex: 5</i>	<i>Ex: 5</i>	<i>Ex: 2</i>	<i>Ex: 15</i>

If there is a tie in the scoring, the City will determine if additional interviews or information is needed to make a final decision. The additional information and evaluative measures, if needed, will be communicated to the finalists.

B. ACCEPTANCE of TERMS and CONDITIONS and PAYMENT SCHEDULE

General RFP Information

Final System Acceptance will take place when the City has accepted in writing that the Software is performing, except for minor or inconsequential errors, in accordance with its specifications. Within sixty (60) days of the date when the software is in first production use running the operations of the City (“Go Live Date”), the City will create a list of problems or defects which the vendor must correct before the City will accept the system.

A detailed description of the conditions for payment reflected in the table below: Procurement policy prohibits the City from paying for goods and services in advance of delivery, so the payment schedule for the license, maintenance and professional services is shown below.

Payment for Software License or Subscription

Payment for the software license shall be provided according to the following schedule:

Payment Schedule Table

Contract Execution	10% of License / Subscription Fees
Installation/Initial Configuration of Software	15% of License / Subscription Fees
Functionality Testing Successfully Completed	30% of License / Subscription Fees
Performance Testing Successfully Completed	30% of License / Subscription Fees
Final System Acceptance	15% of License / Subscription Fees

Maintenance and Support

Maintenance and Support coverage as defined in the agreed upon Maintenance and Support Agreement for the licensed software will begin at contract execution of the software license. The initial fee for Maintenance and Support fees will not be due until thirty (30) days after Final System Acceptance (as defined above). The initial fee will be the mutually agreed upon annual maintenance fee in the Maintenance and Support Agreement pro-rated from the time of Acceptance through December 31. Thereafter, the coverage period shall be from January 1 through December 31 of each year.

Professional Services

There will be a 15% holdback of all fees which will be paid upon Final Acceptance by the City. Payment for services will be authorized and processed by the City according to the following schedule:

- Installation support and training services (including technical configuration, process consulting, project management and training) fees will be invoiced monthly upon completion of the agreed upon designated tasks and deliverables as defined in the Statement of Work. The vendor must provide an itemized invoice showing the specific tasks completed and the resources involved in each task.
- Travel expenses must be approved in advance by the City. Approved travel expenses will be paid upon presentation of actual receipts and documented completion of travel.
- Data conversion fees (data conversion activities, responsibilities and fees will be defined in the Statement of Work) will be invoiced upon approval by the City on a function by function basis according to the following schedule:

General RFP Information

- 50% of the Data Conversion fees upon the vendor's verification of successful data conversion, and successful installation of the converted data for each functional area in preparation for reliability and acceptance testing.
- 50% of Data Conversion fees upon the City's verification that reliability and acceptance tests have been successful and non-conforming issues have been corrected.
- Customization and development services will be invoiced monthly upon completion of agreed upon tasks, milestones and deliverables. The vendor must provide an itemized invoice showing the specific tasks completed and the resources involved in each task.

Withholding Payment

In addition to the 15% holdback of all fees, the City will withhold payment without penalty or late fees, for the vendor's non-conformance to professional standards, excessive or unauthorized costs, or defects in deliverables until remedied.

Payment

Based on the applicable payment schedule in this RFP or as agreed to in the executed contract(s), the City will pay all properly authorized, documented and prepared invoices which are not in dispute within thirty (30) days of receipt by the City of such invoices.

C. CONDITIONS of PAYMENT

The following provides clarification on the conditions for payment:

INSTALLATION AND INITIAL CONFIGURATION OF SOFTWARE

- (a) Installation of the Application Software shall be complete when both of the following occur:
 1. All software is copied onto the hardware environment at the City and is fully operational, and a complete system backup of all software and the initial configuration data is made for the City by the vendor with complete instructions for restoration.
 2. When technical documentation, which shall include without limitation, data dictionaries, system schema, and instructions as to how to completely re-install the contents of the media containing the Licensed Software onto the City's hardware environment, has arrived at the City.
- (b) Installation of the hardware and Licensed Software will be considered complete upon receipt of all hardware and Software components specified in the sales order and the Statement of Work which will be attached to the agreement.
- (c) Both parties will develop a mutually agreeable installation schedule in which the City and vendor will be present during the installation and initial configuration of the system.

General RFP Information

- (d) When possible and if, in the best interests of the City, delivery of the Software, Third Party Software, Customizations and all supporting documentation will occur electronically and without physical media.

RISK OF LOSS

- (a) During the time period where the Software and its supporting documentation, are in transit and until the Software is installed in good working order, the vendor or its insurer shall be responsible for the Software and documentation, and shall hold the City and its agents harmless from and against all risk or loss, or damage to the Software and the documents.
- (b) The vendor shall hold the City and its agents harmless from any risk of loss or damage arising out of occurrences during the installation of the Software.
- (c) During the time period where any hardware or Third Party Software purchased from the vendor is in transit and until these are delivered to a secured location identified by the City, the vendor or its insurer shall be responsible for ownership of these products and hold the City and its agents harmless from and against all risk or loss, or damage of the products.

ACCEPTANCE

1. General Acceptance Terms

- (a) In order for the System to be Accepted, it must successfully complete Functionality and Performance Testing.
- (b) Functionality Testing shall be completed within thirty (30) days of delivery, installation, and configuration of the System, including all required interfaces.
- (c) Performance Testing shall be completed within sixty (60) days of “go-live” of the System.

2. Functionality Testing

- (a) Functionality Testing serves to confirm that the promised functionality, as indicated on the vendor’s response to the Functional Requirements in the RFP, has been delivered and that the System performs the functions described in the vendor’s system documentation, the functional requirements in the RFP and the vendor’s response thereto.
- (b) The City’s Project Manager shall be responsible for overseeing the execution of the Functionality Test.
- (c) At its sole option and expense, the vendor may have a representative present during Functionality Testing.
- (d) The Functionality Test will be conducted by executing each of the items in the functional requirements in the RFP, for which Vendor has responded with a “Yes,” indicating that the System performs the described functionality without modification.
- (e) For the purposes of the Functionality Test, some line items from the functional requirements document may be included, or demonstrated, as part of other functional requirements line items.

General RFP Information

- (f) At the conclusion of the Functionality Test, the City Project Manager will notify the vendor, in writing, of either the System's successful completion of the Functionality Test or the specific items that the System could not perform.
- (g) The City, at its sole option, may waive any irregularities occurring during the Functionality Test.

3. Remedy for Failed Functionality Test

- (a) In its sole judgment, the City may terminate this Agreement for cause if, during Functionality Testing, the Software or Customizations fail to perform as specified in the functional requirements or the Software's supporting documentation.
- (b) In its sole determination, City may exercise any, or all, of the following remedies in lieu of termination of this Agreement:
 - 1. Vendor shall be given the opportunity to extend the acceptance testing period for up to thirty (30) calendar days to allow the vendor to bring any irregularities into compliance. If after such time the irregularity is not remedied to the City's sole satisfaction, the City may terminate the Agreement for cause, or;
 - 2. If the non-compliant component is hardware which was purchased from the vendor or purchased due to the vendor's written specifications, the City may require the Vendor to replace the component with one that successfully remedies the irregularity (at no charge to the City), or;
 - 3. If the non-compliant component is System Software or Third Party Software, the City may reject the component and remove it from the final award, or;
 - 4. At the City's sole option, notwithstanding (1) through (3) above, the City may relegate the non-compliant component as a Customization to be completed at a mutually agreeable date and subject to the following terms:
 - i. As security to ensure timely completion of a Customization, final payment for the Software licenses and Customizations for the defective or non-conforming software function will be held by the City until all Customizations created under the agreement are accepted by the City.
 - ii. If Customizations created under the agreement ultimately fail to correct the irregularity, and the irregularity materially affects the functionality of the System or materially deviates from the City's functional requirements, the vendor will forfeit the final payment for the Software and Customizations.
 - 5. At the City's sole option, the City will exercise one, or any combination, of the options as described above. Should the System fail to successfully complete the Functionality Test, the System will be deemed to have failed Acceptance and City will be entitled to a full refund.

4. Performance Testing

- (a) The purpose of the Performance Test is to confirm that the System performs in a

General RFP Information

- production environment, under normal loads and utilization, as specified in the Functional Specifications and Documentation, and is stable, accessible, and responsive.
- (b) The City's Project Manager shall be responsible for overseeing the execution of the Performance Test.
 - (c) At its sole option and expense, the Vendor may have a representative present during Performance Test.
 - (d) At the conclusion of the Performance Test, the City's Project Manager shall notify the vendor, in writing, of either the System's successful completion of the Performance Test or the specific items that the System could not perform.
 - (e) The City, at its sole option, may waive any irregularities occurring during the Performance Test.

5. Remedy for Failed Performance Testing

- (a) In its sole judgment, the City may terminate the agreement for cause if the System fails to meet the criteria for success defined above. In its sole determination, the City may exercise any, or all, of the following remedies in lieu of termination of this Agreement:
 - 1. The vendor shall be given the opportunity to extend the Acceptance Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the Software or the configuration of the Software, or;
 - 2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, at the City to enable the Software to meet the performance requirements specified in the Performance Test, or;
 - 3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the Software to correct, at the vendor's sole expense, the defects in the Software and install these corrections at the City, or;
 - 4. The City may conduct the Performance Test again, or;
 - 5. At the City's sole option, the City will exercise one, or any combination, of the options described above. Should the System fail to successfully complete the Performance Test, the System will be deemed to have failed Acceptance and the City will be entitled to a full refund.