City of Newark, California

RFP for ERP Software

CIP # 1086

PROPOSAL DUE:
January 25, 2016
By 4:00 PM PST

All proposals submitted in response to this Request shall be irrevocable for a period of 9 months after the Proposal due date and may not be withdrawn by the Vendor during this period. After such time has elapsed, the Vendor may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

The City reserves the right to waive technicalities or to accept or reject any proposal or combination of proposals based upon the City's determination of its best interest.

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SECTION 1 - INVITATION FOR PROPOSALS

The City of Newark, CA (the City) is seeking to obtain proposals from experienced and highly qualified software firms for the acquisition and implementation of an Enterprise Resource Planning (ERP) software application that includes Financial, Human Resources, Timekeeping and Payroll modules.

While it is the City's preference to select a Vendor that can offer all of the modules required, Vendors that offer best of breed software solutions for Timekeeping, Human Resources and Payroll may also be considered and may submit proposals.

If any Vendor submits a response to this RFP which includes modules or services from a 3rd Party source, that information must be disclosed as outlined in Section 5. A detailed description of the ERP products and services required are contained in Section 3 Scope of Work of this RFP.

Please submit your RFP response by the date and time indicated in Section 3 of this RFP in the following format:

a. One signed original printout of the RFP response bound with tab dividers.
b. Three hard copies of the RFP response bound with tab dividers.
c. Two electronic versions of the entire RFP on separate flash drives. The Requirements section of the RFP **must be in Word format.**

Proposals should be sent in a package marked "ERP Software RFP" to:

Susie Woodstock, Administrative Services Director
City of Newark
37101 Newark Blvd.
Newark, CA 94560
Phone: (510) 578-4804
Email: Susie.woodstock@newark.org

Please refer to Section 5 for specific requirements of the RFP format for content and sections. Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

SECTION 2 - BACKGROUND AND CURRENT SYSTEMS

City Overview. The City is located in Alameda County, California and was incorporated in 1955. The City has a permanent staff level of approximately 144 employees and up to a total of 200 with seasonal part-time employees, serving an estimated 42,573 residents. The City provides the following services: Administrative Services (Finance, Information Systems and City Clerk), City Manager's Office, City Council, Community Development, Recreation and Community Services, Public Works, and Police. The City has two labor unions and four MOU agreements. Fire services are contracted with Alameda County. The City does not provide water and sewer utilities; those services are provided by separate special districts. The Operating Budget for the City is $45 million.

Current Systems. The City's current ERP solution is Harris SELECT which was installed in 1995. SELECT runs on an IBM/AIX platform. The City has continued to upgrade the software as software releases have become available. There are approximately 16 concurrent users on the Harris system accessing the software using Wintegrate terminal emulation software. The program screens are not in a graphical user format. Over the years the City has implemented some additional software enhancements and add-ons to the SELECT system. The system contains approximately 5 years of detailed historical transactions. Most users also maintain separate spreadsheets to track information primarily for budget preparation, capital improvement projects, assets and CAFR preparation. The system provides minimal Human Resources functionality so staff in this department also maintain several spreadsheets of data including new hire information, position history, benefits schedules and FMLA tracking, etc.

Most users outside of Finance have limited contact with the current ERP software and are set up for inquiry access, payroll input and requisition input. Typical enhancement requests from external users include:

- Easier budget to-date reports
- Project-based accounting for operating budget activities
- Improved visibility of detailed transactions
- User-level query and report writing tools

The following table lists some of the key applications used by the City. Some of these systems may require an interface or integration to the replacement ERP system.

Software	Modules	Replace?	Integrate/ Interface
Harris SELECT	General Ledger, Financial Reporting, Budgeting, Purchase Order, Accounts Payable, Project Accounting, Accounts Receivable, Cash Receipts, Capital Assets, Payroll and Time Entry.	Yes	NA
HdL	Business License	Consider	TBD
HdL	Animal License	Consider	TBD
CRW	Trak-IT Permitting	No	TBD
TeleStaff	Scheduling, Timekeeping – Police	No	Yes
PubWorks	Work Management	No	No
Sportsman	Parks and Recreation	No	No
Laserfiche	Document Management – Administrative	No	Maybe
CalOpps	Applicant Tracking	No	Yes

The vision of the City is to eliminate or minimize the need for ancillary shadow systems currently utilized in each department and to rely on technology to improve process and efficiencies and lower operating costs. Process improvement is expected to coincide with software implementation activities and the adoption of best practices where possible.

Platform. The City currently runs the SELECT Financial solution on an HP Proliant/RHEL server managed on premises. Other applications at the City are running on various versions of MS SQL. It is the City's desire to standardize all solutions onto the SQL platform. The City deploys 1.75 IT resources to manage the solutions in place, and will consider a SaaS or hosted platform for future software acquisitions. The City uses Barracuda's Backup as their data back-up solution. The City is not using a Virtual Server environment.

Network. The majority of users for a replacement solution will be located in the City Admin Building. Remote sites include an Activity Center or recreation site, a Community Center and a Service Center that houses the City's maintenance group. Some sites may require access to the finance system. Remote sites are connected through a Telecom provider with bonded T-1's. Bandwidth ranges from 2 to 10 mb to each site.

Security. It is expected that the new software will have adequate security controls that meet regulatory compliance and audit standards. Preference is for role-level security to the menu and screen level; security should flow through to standard as well as 3rd Party reporting tools. Unique passwords are enforced every 90 days with certain complexity requirements, e.g. 8+ characters in length. Microsoft Active Directory would be preferable for global security administration, but other options could be explored if they function similarly to Active Directory.

Integration. Currently most interfaces with existing systems are manual, via flat file or through API's. The City is interested in leveraging more open integration tools such as .NET, Service Oriented Architecture, XML, Web Services, etc. to manage integrations.

Desktops. Desktop computers are running Windows 7 32-bit or 64-bit. Microsoft Office 2007 is installed on desktops for word processing, spreadsheets and presentation requirements. Internet Explorer is used for Internet access. The City would like support for Microsoft Office 2010 or higher in a replacement system.

Email. The City's preference is to support integration with Outlook 2010 or higher for email and calendaring functions.

Workflow. The City utilizes limited workflow in the current system and anticipates the expanded use of workflow in a replacement ERP solution. Purchase Order and Requisitions, online requests, employee life changes, etc. are areas the City would like to be workflow enabled in a new system.

eGovernment Strategy. The use of online business automation between citizens and the City is in an early stage of planning and development. The City envisions an enterprise solution that will support online interaction by citizens as well as City staff should it implement alternative Business Licensing and Animal Licensing modules.

Mobile Accessibility. The City is interested in exploring functionality that can be deployed via mobile solutions. Mobile systems should have the ability to cache data from the server and allow data entry in the field. Preference is for Apple iPhones, iPads and the iOS operating system.

Reporting. Reporting from the existing system is primarily facilitated by the use of data exports to Excel or standard reports. The City requires more user-friendly ad hoc query and reporting tools that are intuitive to the user community and would like to explore available tools for enterprise reporting. This includes the use of Executive Dashboards or other toolsets which help provide ease of access to information for infrequent users.

Document Management. The City currently uses Laserfiche for storing City resolutions, ordinances, agenda reports, etc. Integration is not required. The City would prefer a system that supports a paperless office with the ability to attach documents as back up information for invoices, journal entries or other transactions.

Training. The City prefers on-site training led by the software vendor rather than a train-the-trainer approach. In addition, the City would like to contract with the awarded vendor for annual on-going training services.

It is anticipated that the new ERP system and successful implementation will:

- Position the City to meet its current and future strategic objectives.
- Make information easily and broadly available to internal and external consumers of data.
- Streamline business processes.
- Minimize manual processes, reduce paper and increase usage of automation wherever possible.
- Automate manual tasks and improve efficiency.
- Minimize the use of shadow systems.
- Promote the adoption of best practices offered by the software.
- Provide intuitive systems that are easy to navigate.
- Support query and reporting of data in the desired format.
- Support or compliment the desired technical architecture.
- Ensure integration with other systems.

SECTION 3 - SCOPE OF WORK AND TIMELINE

The City intends to purchase an integrated ERP solution that includes the modules and functional areas as fully defined in the Requirements Document in Exhibit C, and listed in the table below:

	Modules
Financial Management	General Ledger with Project Accounting, Budgeting, Purchase Order, Accounts Payable, Bank Reconciliation, Accounts Receivable, Fixed Assets, Enterprise Reporting, Ad Hoc Queries and Reports
Human Capital Management	Human Resources, Timekeeping and Payroll
Optional Modules	Business Licensing Animal Licensing

The City will choose an ERP system that most closely meets its requirements for flexibility and configurability, the functional requirements defined in this RFP and that provides an open system architecture that permits interfacing to other systems.

The solution selected will be implemented using a phased approach as recommended by the selected Vendor and approved by the City. The City expects process improvement through implementation of new systems and intends to develop best practices for the City in conjunction with the selected Vendor. Vendors who are invited to demonstrate their product should be prepared to discuss the application's best practices and the system's ability to adapt to user preferences.

The following defines the estimated timeline for the selection of a Vendor. However, the City reserves the right to modify or reschedule procurement milestones as necessary.

Activity	Dates
Release ERP Request for Proposal	December 1, 2015
Vendors Questions Submitted	December 8, 2015
Vendors Questions Answered	December 15, 2015
RFPs Due from Vendors	January 25, 2016
Selection of Finalists	March 8, 2015
Software Demos	April 2016
Due Diligence Review	May 2016
Contract Negotiations	June 2016
Award Contract	July 2016
Implementation Start Date	August 2016
Go Live – 18 Month Estimate	February 2018

SECTION 4 - EVALUATION PROCEDURES AND CRITERIA

Evaluation of proposals will be based on a fair, impartial and competitive selection process. The City has established a screening committee consisting of personnel from City departments who will evaluate the proposals along with its consultants, SoftResources. The evaluation of proposals will not be limited to the lowest price alone.

Proposals shall be consistently evaluated based on the following competitive selection criteria:

- Quality, clarity and completeness of the proposal.
- Adherence to RFP requirements for proposal submission.
- Vendor viability, strength and momentum.
- Vendor's ability and commitment to assist the City with implementing the system, documentation, training, and post go-live support and maintenance.
- Ability to meet functional and technical requirements.
- Software scalability, flexibility and ease-of-use.
- Compatibility and integration with existing hardware and software.
- Vendor's experience and success with similar projects.
- User perception of the software demos.
- Customer reference checks.
- Total cost of ownership.

During the evaluation process, the City reserves the right to request additional information or clarifications from proposers, waive informalities and irregularities, allow corrections of errors or omissions, or select a Vendor based solely on the information submitted in the proposal. The City also reserves the right to make a contract award without any further discussion with the Vendors regarding the responses received. Therefore, responses should be submitted initially on the most favorable terms available to the City from a price, contractual terms and conditions, and technical standpoint.

The City also reserves the right to conduct discussions with Vendors who submit proposals. The City is not under any obligation to reveal to a Vendor how a response was assessed or to provide information relative to the decision making process. The City is under no obligation to return proposals. A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

Right of Rejection. The City reserves the right to reject any or all proposals. The City also reserves the right to reject any or all proposals prior to execution of the contract, with no penalty to the City.

Notification. Based on the evaluation of the proposals, the City will select a Short List of three or four Vendors and invite them to participate in Pre-Demo Meetings and Software Demos. The selected Vendors will be notified in writing or e-mail by the date indicated in Section 3.

Pre-Demo Meetings. The purpose of this meeting is to answer any questions about the City, its current environment, demo logistics and the Demo Script that will be provided to Vendors for the software demos. The City will work with Short Listed vendors to coordinate and schedule the meetings 2-3 week in advance of the on-site live demonstrations.

Software Demos. The functional and technical software demonstrations will be presented to the City by the Short Listed Vendors according to a pre-defined script issued by the City. All Vendors must follow this script during their demo process. The demo evaluation criteria will include adherence to the script, as well as the ability to successfully demonstrate the product's ability to meet the City's functional and technical requirements. The City reserves the right to request additional information, interviews, follow-up demonstrations or any other type of clarification of proposal information it deems necessary to evaluate the final Vendors.

Post-Demo Technical Evaluation. In addition to scripted functional demonstrations, the City may request a more extensive Technical Demo. This demo will be scheduled on an as-needed basis for the Short Listed Vendors.

Site Visits. The City may conduct site visits to any or all of the Short-listed software Vendor's headquarters and/or references. These visits will be scheduled on an as-needed basis for the Short Listed Vendors.

SECTION 5 – VENDOR INSTRUCTIONS

Please submit your RFP response by the date and time indicated in Section 3 of this RFP in the following format:

a. One signed original printout of the RFP response bound with tab dividers.
b. Three hard copies of the RFP response bound with tab dividers.
c. Two electronic versions of the entire RFP on separate flash drives. The Requirements section of the RFP **must be in Word format.**

Proposals should be sent in a package marked "RFP for ERP Software" to:

Susie Woodstock, Administrative Services Director
City of Newark
37101 Newark Blvd.
Newark, CA 94560
Phone: (510) 578-4804

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

Pre-Bidders Questions. Questions regarding this RFP may be submitted to the City via email by the date indicated in Section 3. Email questions to Susie.woodstock@newark.org. The City will address all questions and post them to the City's website by the date indicated in Section 3 of this RFP. No formal Pre-Bidders Conference will be held.

Proposal Response Format. In order to assist in the fair and equitable evaluation of all responses, Vendors are being asked to **adhere to the specific response format** set forth below. Responses that deviate from the requested format may be classified as "non-responsive" at the discretion of the City and may be subject to disqualification. Marketing information will not be accepted in lieu of a direct response to all requirements and questions.

Proposals should be organized and include the following sections and content:

Section	Description
1. Executive Summary	A letter of introduction that provides an executive summary overview of the software proposed and the company's experience relevant to the scope of work described in this RFP. Limit to 2 pages.
2. Requirements	Completed Requirements document provided in Section 6 of this RFP using the Form provided under Exhibit C. Do not change the formatting of this document. Each Requirement must have a rating and a comment as to how the software meets the Requirement. This section of the RFP should be submitted in hard copy within the RFP response as well as an electronic Microsoft Word version on a USB drive.

Section	Description
3. Pricing	Completed Pricing summary using Exhibit A of this RFP. Indicate costs for software, implementation and maintenance for core modules including any 3rd Party solutions proposed. Pricing must be fully comprehensive, including all taxes, and list any available discounts or inflation increases. Pricing must be valid for at least 9 months from response submission date. All one-time and recurring costs must be fully provided. Include the following: **Software:** Estimates for user counts as indicated. **Implementation Services:** Including but not limited to implementation of the software, data conversion, system configuration, testing, training and report development. **Maintenance:** Indicate the estimated total cost and percent of software license cost plus any inflation factors that might be incurred for years 2 – 10. Note: Additional pricing information can be supplied that will provide with detailed assumptions and pricing used for your proposal.
4. Implementation	An overview of your overall implementation methodology including the following: 1) Project Schedule in MS Project format 2) Implementation methodology 3) Vendor Roles and responsibilities 4) Resumes of Vendor implementation resources 5) Resources recommended for City team; roles, responsibilities, time commitment 6) Approach to Quality Assurance 7) Approach to Business Process Improvement 8) Approach to Change Management 9) Integration experience and approach 10) Approach to Data Conversion, tools used and experience with Harris SELECT data 11) Recommended implementation Training Plan 12) Recommended implementation Testing Plan
5. Technology Overview	Provide an overview of the system technology and future strategic direction including the following: 1) Desktop platforms supported and strategy to keep current 2) Recommended network and server architecture 3) Multiple environments – Production, Test, Train 4) Hosting or SaaS options
6. Support	Review support services offered and recommended including but not limited to: 1) System Administration –performance monitoring, tuning, patches, version releases, etc. 2) System Back Up, Redundancy, Disaster Recovery Services 3) User Support – hours of service, average/guaranteed response time, ticketing system used, resources available, escalation process 4) Support for 3rd Party Partner applications 5) User Protection Plan - e.g. source code held in Escrow 6) User Groups and Conferences 7) Support documentation 8) Post go-live training offered and recommended; courses and pricing
7. References	Using the forms provided in Exhibit B provide five public sector customer references that are similar in size and project scope to the City for core software and 3rd Party solutions proposed. Three references shall be current customers and two references shall be past customers.
8. Contract Performance	Indicate if at any time during the past five years if Vendor and/or any 3rd Party vendors proposed have 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 name and address of contracting party and circumstances.
9. RFP Exceptions	Indicate if there are any exceptions to the RFP.

Section	Description
10. City Contract Exceptions	Indicate if there are any exceptions to the City's Contractual Services Agreement provided as Exhibit D.
11. Vendor Contracts	Provide Vendor contract templates including: a. Statement of Work b. Software License c. SaaS License d. Maintenance or Services Agreements

SECTION 6 – REQUIREMENTS

The City's Functional and Technical Requirements for this RFP are included in Exhibit C. This document will become Section 2 of your RFP response. This section must be completed and submitted by the core Vendor inclusive of any 3rd Party Vendors submitting a joint response to this RFP. This is not a comprehensive list of all of the City's requirements, but includes the key requirements that will be used to evaluate the proposals and will be incorporated into the signed contract~~s~~.

For each item a ranking has been provided indicating the importance to the City. Rankings used are R for Required, I for Important, N for Nice to Have, or E for Explore. Software applications that are missing a significant number of required features and technology preferences may be eliminated from consideration.

Vendors must provide a rating and a comment for every item as to how the software supports the requirement. If the requirement does not pertain to the proposal being submitted indicate "N/A" in the right hand column. Please do not modify any formatting in this document and submit in MS Word format. If a submitted RFP includes incomplete responses, the document may be eliminated from consideration. Use the following rating system to evaluate each requirement:

Rating	Definition
4	**Standard and available in the current release**. Software supports this requirement and can be implemented out of the box or with configuration at no additional cost. No source code modification is required.
3	**Meet requirement with minor modification**. Modification maintains application on upgrade path. Testing and production of modifications will be completed by Go-Live date. Include an estimate for the cost of the modification.
2	**Available with 3rd party software application.** Indicate name of the application recommended and number of installs jointly completed.
1	**Does not meet requirement and requires substantial system modification.** Indicate timing required and estimated cost of modification.
0	**Not available.** Software will not meet requirement.
F	**Future Release.** Requirement will be available in future release. Indicate anticipated release date: month and year.

Sample Response Format: Please use the format below when completing your response.

	Requirement	Rating and Comment
R	1. Audit Trail with user, date, time stamp throughout all modules. Before/after values is Important.	4 System logs all transactions and stamps them with user, date, time and before/after values. A report can be generated to review audit history.

SECTION 7 – TERMS AND CONDITIONS

The following terms and conditions apply to this RFP and are not inclusive of all terms and conditions in the final contract.

1. **Prime Vendor.** It is recognized that multiple Vendors may wish to combine their resources in responding to this Request for Proposal. A Proposal with such a combination is acceptable, provided that the complete Proposal contains all required information and indicates which Vendor shall be responsible for each of the components that make up the complete system. In addition, one of the Vendors shall be designated as responsible for the complete definition, delivery, integration, implementation, and maintenance of the system, referred to as the "Prime Vendor".

2. **Proposals, Public Information**. The City will attempt to protect legitimate trade secrets of the Vendor. Any proprietary information contained in the Vendor's proposal must be clearly designated and shall be labeled with the words "Proprietary Information." Marking the entire proposal or any one or more of the major sections as proprietary will neither be accepted nor honored. The vendor should be aware that the City is required by law to make certain records available for public inspection with certain exceptions. The Vendor, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation or liability to the Vendor in the event that the City must disclose these materials.

3. **Satisfaction of the City Attorney.** The acceptance and subsequent award of a submitted proposal shall be at the review and satisfaction of the City Attorney and the City's ERP Project Manager.

4. **Source Code.** This Request for Proposal will require that the selected vendor provide to the City the source code, in its entirety for all purchased software modules, either by direct possession or via an escrow account.

5. **Warranties.** All warranties must be clear, concise and in writing. Warranties shall be specific as to what is and is not covered along with the exact term (in calendar days) of each covered item. Warranties shall cover all individual modules, supplied or created interfaces, and any ancillary product that is purchased from the awarded vendor. In addition, the awarded vendor will warrant and guarantee the seamless integration and interface of modules proposed herein. Bidders must warrant to the City that software specifications, capabilities, and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a Proposal will represent your agreement to these conditions.

6. **Workers' Compensation.** The vendor shall procure and maintain for the life of the Contract/ Agreement, Workers' Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers' Compensation and Employer's Liability Insurance.

7. **Rights to Submitted Materials.** All proposals, responses, inquiries, or correspondence relating to or in reference to this Request, and all reports, charts, displays, and other documentation

submitted by the Vendor shall become the property of the City when received and shall not be returned to the Vendor. The City reserves the right to use the material or any ideas submitted in this proposal in response to the Request whether amended or not. Selection or rejection of any proposal does not affect this right.

8. **Acceptance of Proposal Content.** The contents of the proposal or parts thereof selected by the City will be incorporated into the final Contract Documents to the extent they comply with this Request.

9. **Cost of the Vendor to Respond to Request.** The City is not responsible for any cost incurred by a Vendor in the process of responding to this Request or for any pre-contract costs incurred by any Vendor participating in the selection process.

10. **Public Advertising.** The Vendor is specifically denied the right to use the name of the city for public advertising or reference in any form or medium without the express written permission of the City.

11. **Termination.** The City reserves the right to terminate the selection process at any time, to reject any or all proposals and to award the contract in the best interest of the City.

12. **Equal Opportunity in Procurement.** The City promotes Equal Opportunity in the procurement of services. Businesses owned by women, minorities, and individuals with disabilities are encouraged to submit bids and/or Proposals.

13. **Contract Documents.** The selected Vendor is required to execute a contract with the City in substantially the form provided. The person or persons signing on behalf of the selected Vendor must be authorized by said Vendor to sign such a contract. If the person signing for the Vendor is not a corporate officer in the case of a corporation, a partner in the case of a partnership, or a member in the case of an LLC, then the Vendor shall provide documentation of that person's authority to execute the contract on behalf of the Vendor. Acceptable documentation of said authority shall include a resolution adopted by the board of the business entity in question or bylaws of that entity granting said authority, or a cover letter signed by a corporate officer, a partner or a member as the case may be, granting said authority.

    A full and valid complement of all standard Vendor warranties should be included. The contract documents shall incorporate all requirements required in this Request and all elements of the Vendor's proposal. The Vendor's contract shall state that in the event of a conflict between the requirements of this Request or the Vendor's contract, the Request requirements shall govern.

EXHIBIT A
PRICING SUMMARY

See Instructions for use of this form in Section 5 of the RFP issued by the City.

City of Newark		
ERP Software – 40 Named Users, 200 Employees		
Required Modules	**$**	**Assumptions/Comments**
General Ledger		
Budgeting		
Purchase Order		
Accounts Payable		
Accounts Receivable		
Fixed Assets		
Reporting		
Human Resources		
Timekeeping		
Payroll		
Other:		
Sub-Total Required Software		
Optional Modules		**Assumptions/Comments**
Business License		
Animal License		
Sub-Total Optional Software		
Implementation – Required Modules		**Assumptions/Comments**
Implementation		
Data Conversion		
On-site Training – All Users		
Report Development		
Integration		
Travel		
Other		
Sub-Total Implementation		
Maintenance – Required Modules Only		**Assumptions/Comments**
Year 1 – Indicate percent and dollar		
Year 2 through 5 - including CPI factor		
Year 6 through 10 - including CPI factor		
Sub-Total 10-Year Maintenance		
Grand Total		**Software, Implementation, Maintenance**

EXHIBIT B

CUSTOMER REFERENCES

See Instructions for use of this form in Section 5 of the RFP issued by the City.

Item	Vendor Response
Reference #1 - Existing	
Name	
Number of Employees, Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Rationale for including this reference	

Item	Vendor Response
Reference E2 - Existing	
Name	
Number of Employees, Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Rationale for including this reference	

Item	Vendor Response
Client Reference No. 3 - Existing	
Name	
Number of Employees, Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Rationale for including this reference	

Item	Vendor Response
Client Reference #1 - Prior	
Name	
Number of Employees, Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Rationale for including this reference	

Item	Vendor Response
Client Reference No. 2 - Prior	
Name	
Number of Employees, Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products / Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Rationale for including this reference	

EXHIBIT C

Functional and Technical Requirements

See Instructions for use of this form in Section 5 of the RFP.

R = Required I = Important N = Nice to have E = Explore	**City of Newark, CA** ***ERP Software Requirements***
Software Vendor	**Response**
1. Company Name	
2. Company Contact:	
a. Name and Title	
b. Address, Phone, Email	
3. Company Information:	
a. Year Founded, Public vs. Private	
b. Revenue and Net Income	
c. Employee Count - Total	
d. Nearest Office to Newark, CA	
4. Customers on Proposed Application:	
a. Target Industries and Number of Installs	
b. Target City Size – Population	
c. Total Customers – All Industries	
d. Total Government Customers	
e. Total City Customers	
f. Total City Customers in U.S.	
g. Total City Customers in California	
h. Total City Customers using full ERP Suite	
5. Software Version:	
a. Current Version and Release Date	
b. Proposed Version and Release Date	
c. Number of Prior Versions Supported	
d. Release Strategy (frequency, cost, timing, etc.)	
6. Implementation Support Proposed: Direct or Partner	
Cost Summary	**Response**
7. Software License: For all modules to meet functionality specified for 40 named users.	
8. Implementation: Estimate including process review, design, configuration, training, testing, integration, reports, forms, etc.	
9. Maintenance: Indicate maintenance percent and costs for all required modules for year 1, 5 years and 10 years.	
10. Hosting Fees: Estimated annual software Hosting fees if available.	
11. Hardware: Estimate of necessary hardware to move from UNIX/Linux to Microsoft SQL Server environment.	
12. Other: Indicate any other 3rd Party software and	

	associated costs required for functionality and requirements in scope.	
13.	**Total Year One Cost** - License, Implementation, Maintenance, Hosting Fees - From Appendix A Pricing Summary.	
14.	**Total Five Year Cost** - License, Implementation, Maintenance, Hosting Fees - From Appendix A Pricing Summary.	
15.	**Total Ten Year Cost** - License, Implementation, Maintenance and Hosting Fees - From Appendix A Pricing Summary.	

Ranking		Response – Rating and Description
	Module	
R	16. General Ledger	
R	17. Budgeting	
R	18. Purchase Order	
R	19. Accounts Payable	
R	20. Accounts Receivable	
R	21. Fixed Assets	
E	22. Business License	
E	23. Animal License	
R	24. Human Resources	
R	25. Timekeeping	
R	26. Payroll	
	Technology	
R	27. Operating System: Preference for Windows 2012 Server and 32-bit or 64-bit Windows 7 or higher desktop.	
R	28. Database preference: MS SQL Server 2012 or higher.	
I	29. Web strategy; indicate which portions are web based and which are not.	
R	30. Indicate Web browsers supported; Internet Explorer preferred.	
I	31. Indicate which remote access methods are supported, e.g. Web, Citrix, Terminal Server, etc.	
R	32. Multiple environments: Production, Test, Train, Development.	
R	33. Role-level security to menu, function, screen and field with read/write, inquiry or view-only access.	
I	34. Microsoft Active Directory integration for single sign-on.	
R	35. Integration with Microsoft Office 2010 or higher; indicate versions supported and level of integration with Word, Excel and Access.	
I	36. Describe vendor strategy with Microsoft Outlook 2010 and Exchange 2010 including calendaring and email integration.	
I	37. Describe help desk and IT support programs offered for end users and system updates and maintenance.	
	38. Indicate integration strategy, experience, and proposed methods, e.g. API's, flat file or Web Services for the following:	

Ranking		Response – Rating and Description
I	a. CRW – Cash receipts import from Permits	
I	b. PubWorks – Time import from Public Works	
I	c. TeleStaff – Time import from Police	
I	d. HdL – Cash receipts import from Business Licenses	
I	e. Sportsman – Cash receipts import from Parks	
I	f. Laserfiche – Document repository	
I	g. CalOpps – Applicant tracking	
	General	
I	39. Configure role level home page or dashboard that includes notifications and navigation shortcuts.	
R	40. Create user-defined fields that can be used in queries and reports; indicate where available.	
I	41. Define mandatory fields on data entry screens, online forms, etc.	
N	42. Spell check for input fields and notes.	
R	43. Rules and roles-based workflow routing to multiple approvers with prioritization, alerts and electronic signatures.	
I	44. Generate electronic forms that can be routed online for approval; Requisition, Purchase Orders, Personnel Action Requests, Reimbursements, etc. with import of approved line items into the system.	
I	45. User-defined process checklists, e.g. create Purchase Order, Onboarding, Termination, License Renewal, etc.	
I	46. Online searchable help. Ability to customize is Nice to Have.	
R	47. Audit trail with date, time, and user stamp. Log before and after values and reason for change are Nice to Have.	
R	48. Attach scanned documents and images to transaction records.	
I	49. Indicate strategy for document management within the application.	
R	50. Effective dating of transactions throughout all modules.	
R	51. Describe on-going training options, e.g. built-in tutorials or online training courses.	
R	**Reporting**	
R	52. User-level query and reporting tools that allow data formatting, headers, graphs, charts, etc. List tools offered.	
I	53. Preview reports on line before printing.	
R	54. User-level security flows through to queries and reports.	
R	55. Drill down to source transactions from queries or reports.	
R	56. Schedule execution of reports and distribution via e-mail.	
R	57. User-defined range or point-in-time reporting.	
R	58. Generate reports in multiple formats, e.g. HTML, PDF, Excel, Word, etc.	
R	**General Ledger**	
R	59. Modified accrual accounting with full accrual basis for CAFR reporting.	

Ranking		Response – Rating and Description
R	60. Support 13 accounting periods with ability to close by period. Or alternate process to differentiate closing or audit adjustments.	
R	61. Multiple fiscal years or periods open at one time with role-based posting permission.	
R	62. Fund accounting with automatic inter-fund balancing entries.	
R	63. Flexible Chart of Account format: Fund (3), Department/Activity (4), Account/Object (4), Project (3-4). Describe number of segments and characters available.	
R	64. GL-based Project Accounting: Track and monitor projects including sub-projects, department, description, funding source, budget, actuals, etc.	
R	65. Multiple Journal Entry types including: a. Regular b. Reversing c. Recurring d. Allocations e. Statistical f. Budget Amendments g. Upload from Excel	
R	66. Workflow routing of Journal Entries for approval.	
R	67. Journal entry with short and long descriptions, comments and document attachments.	
R	68. Import journal transactions from other operational systems and validate prior to posting.	
I	69. Support publication of CAFR and Budget Book that compiles data from various sources, e.g. Word and Excel.	
R	70. Budget vs Actual Reporting with ability to filter by Fund, Account, etc. and calculate percent of Budget Spent.	
N	71. Indicate available Grant Management functionality.	
R	**Budgeting**	
R	72. Budget module within ERP suite or 3rd party.	
R	73. Support biannual budget cycle.	
I	74. Support 5 year budget cycle based on percent increase.	
R	75. Multiple budget versions; indicate number available.	
R	76. Import data from Payroll for Position Based Salary and Benefits Budgeting.	
I	77. Capture budget line item assumptions with ability to print on reports.	
R	78. Allow department Managers to submit budget data online and electronically route for approval.	
R	79. Accommodate transfer of funds between budgeted line items.	
R	80. Global budget adjustments by percent or fixed dollar amount.	
N	81. What-if modeling for proposed budget changes.	
R	**Purchase Order**	
R	82. Vendor master file data to include: a. Legal name	

Ranking		Response – Rating and Description
	b. Doing business as or DBA Name c. Business type d. Tax ID or SSN e. Addresses: physical, remit to, ship to f. Status - active, inactive, on hold, etc. g. Minority or women business status h. Terms i. SIC code j. 1099 status k. Default GL account l. Recycling - Yes or No m. Bond Data – received, expiration date, etc. n. Business License number o. Contractor License number p. Number of employees q. W 9 on file or due r. User-defined fields	
R	83. Encumbrance accounting with reporting to support analysis of budget commitments.	
R	84. Generate online Requisition and convert approved Requisition to a Purchase Order.	
R	85. Option to create Purchase Order without a Requisition.	
R	86. Rules-based workflow routing for approval of Requisitions and Purchase Orders based on user and dollar amount.	
R	87. Assign multiple General Ledger Accounts to a single Purchase Order line item.	
R	88. Budget verification at creation of Requisition and/or Purchase Order.	
I	89. Flag Purchase Order and/or line item as a Fixed Asset and pass through to Fixed Assets module if >$10,000.	
R	90. Visibility of approval queue within application or from home page.	
N	91. Describe functionality to support Bid and Quote management.	
R	92. Generate a Blanket or Contract Purchase Order that can be used for purchases from multiple departments to a specific vendor.	
R	93. Track expenditures and items purchased against a Blanket Purchase Order to maximum dollar amount.	
N	94. Key word search of Purchase Orders, e.g. pull list of all Purchase Orders with “Ammunition” in description field.	
N	95. Sales and Use Tax management.	
R	**Accounts Payable**	
R	96. Centralized input and scanning of invoices by Accounts Payable; with or without a Purchase Order.	
R	97. Support expedited entry of multiple invoices from a single vendor.	
N	98. Receive vendor invoices electronically; import into Accounts Payable.	
I	99. Online check requests with workflow routing for	

Ranking		Response – Rating and Description
	approval.	
I	100. Process employee expense reports.	
R	101. Duplicate invoice management.	
R	102. Distribute one invoice to multiple General Ledger accounts.	
R	103. Process multiple invoices to a Purchase Order.	
R	104. Process multiple Purchase Orders to an invoice.	
R	105. Flag invoice for separate check.	
R	106. Rules based workflow routing of invoices to department heads for approval.	
R	107. Visibility to workflow approval queues for status of invoices.	
R	108. Two or three way matching; Purchase Order to Invoice or Purchase Order to Receiving to Invoice.	
I	109. Manage and process CalCard transactions from bank import file.	
I	110. Define status of invoice to "Hold" to prevent further processing or payment.	
R	111. Multiple forms of payment; check, wire, ACH, etc.	
I	112. Define check sort order.	
R	113. Void check process that allows for generation of a replacement check or void of invoice and check.	
R	114. Bank Reconciliation; import electronic bank file and perform automated reconciliation. Generate resulting Journal Entry.	
N	115. Cash Management; indicate tools available for cash flow forecasting.	
R	116. 1099 Management: Define 1099 status at vendor level, default status at invoice entry, override at invoice or invoice line item level, generate 1099 forms.	
R	**Accounts Receivable**	
R	117. Customer master file data to include: a. Number b. Category c. Name, address, phone, email d. Payment method and terms e. User defined fields f. Status	
R	118. Support multiple miscellaneous billing types including infractions, property damage, etc.	
I	119. Copy a prior invoice to create a new invoice.	
I	120. Edit invoice multiple times before final generation and posting.	
I	121. Duplicate invoice management; prevent double invoicing.	
R	122. Search by invoice number, customer, amount or other parameter.	
R	123. Produce monthly statements for accounts with balances with ability to add special messages.	
R	124. Multiple forms of payment: cash, checks, credit cards, debit/ATM, etc.	

Ranking		Response – Rating and Description
R	125. Support centralized or decentralized cash receipts.	
I	126. NSF Check processing with ability to charge fines or interest.	
R	127. Maintain notes on customer accounts (i.e. collections, correspondence, etc.).	
I	128. Create and generate Collection letters at 31-60, 61-90, and 91-120 days.	
I	129. Apply a "do not take checks" flag to customer account.	
N	130. Assess penalties on past-due accounts to an invoice based on days delinquent by percent or flat dollar.	
I	131. Manage Payment Plan agreements and terms for delinquent accounts.	
R	132. Write off uncollectible receivables or create adjustments and assign reason code.	
I	133. Update Invoice for payments settled through Collections Agency.	
R	**Fixed Assets**	
R	134. Define multiple Asset types: Vehicles, Buildings, Equipment, Streets, etc.	
R	135. Asset master file data to include the following: a. Department b. Description; long and short c. ID number d. Vendor e. VIN and serial number f. Class: fleet, building, equipment, etc. g. Sub-Class: equipment, fleet, streets, etc. h. Function: streets, parks, general, police, etc. i. Dates: purchase, repair, disposal j. Warranty information and documentation k. Insurance information l. Useful life m. Depreciable or non-depreciable n. Depreciation method o. Parent/child assets p. Status q. Funding source r. Project number	
R	136. Track and report on assets by fund: Governmental and Internal Service.	
I	137. Asset reserve or replacement fund calculation and reporting based on asset life.	
I	138. Manage asset disposition process and retain history of disposed assets.	
I	139. Convert CIP Projects to asset when capitalized.	
R	140. Support generation of required GASB reporting.	
E	**Business License**	
R	141. Business License master file attributes: a. Business name b. Corporate name c. Location	

Ranking		Response – Rating and Description
	d. Mailing address e. Description f. Entity type and ownership g. Seller's permit number h. Email address i. Federal ID number j. User-defined fields	
R	142. Multiple Business License types: Retail, Wholesale, General Business, Rental Property, Manufacturing, Professional, Real Estate, Contractors, Delivery, Cabs, Public Transportation, Administrative Offices, Temporary Vendors, Pawn Shops, Christmas Tree Lots, etc.	
R	143. Calculate annual Business License fees by type: a. Dollar amount b. Dollar amount per $1,000 of estimated gross receipts or gross payroll c. Flat rate d. Percent of estimated gross receipts e. Number of employees f. Number of vehicles	
R	144. Process online Business License renewals.	
R	145. Generate and print or re-print licenses individually or in batch mode.	
R	146. Generate customizable delinquent notices for businesses not renewed by due date.	
R	147. Interface with Cash Receipting.	
I	148. Rules based workflow routing of Business Licenses for review and approval across departments.	
I	149. Report or email alert to zoning for review if business address changes.	
R	150. Run comparison reports that look at historical data in gross receipts; used for revenue estimates.	
E	**Animal License**	
R	151. Dog license master file information: a. Owner name, address, phone b. Account number c. Rabies: date inoculated, expiration date d. Veterinarian e. Name, breed, color f. Sex g. Neutered or Spayed h. License Tag Number i. Microchip Number j. Owner Move-in, Move Out Date k. User Defined Fields	
R	152. Multiple Animal License Types: Dog, Fancier's, Chickens, Exotic, etc.	
R	153. Calculate license fee by type and applicant (i.e. senior altered, etc.).	
N	154. Option to assess fines for past-due accounts.	

Ranking		Response – Rating and Description
R	155. Support multiple license terms; 1, 2 or 3 year based on expiration of Rabies Vaccination.	
R	156. Attach documents to record: Rabies Vaccination, Spay/Neuter.	
N	157. Report or system reminder to trigger inspection of premises based on animal license type.	
R	**Human Resources**	
R	158. Employee master file data to include: a. Identification number b. Name c. Social Security number d. Position and Salary History e. Department charge code f. Contact information g. Dependents h. Benefit elections i. Badge number (Police) j. Bargaining Unit k. Status: active, on Leave, terminating, terminated, retiree, cobra, disability, etc. l. Dates: hire, re-hire, seniority, benefit, termination m. User-defined fields	
R	159. Position Control Management including definition of positions, grades and steps and tracking history of employees in a position over time.	
R	160. Assign employee to a position or multiple positions.	
I	161. Define salary schedules with positions, grades and steps; includes length of service, hourly rate and annual salary rate.	
I	162. Manage recruiting process including integration with CalOpps: a. Online Personnel Requisitions forms b. Route Personnel Requisition form for approval c. Create job announcement d. Post open positions to CalOpps	
R	163. Define checklist or workflow for the Onboarding process including: a. Download recommended hire data from CalOpps b. Generate Conditional Offer letter, route for approval, email to candidate c. Schedule pre-employment activities d. Generate Final Offer letter, route for approval, email to candidate e. Generate new employee forms	
R	164. Electronically generate Personnel Action form for all master file related changes; route for approval and apply to employee record based on effective date defined.	
I	165. Apply global salary increases by percentage and review before posting.	
R	166. Managed election of Deferred Compensation plan for 3 options; apply a total cap per employee based on	

Ranking		Response – Rating and Description
	aggregate of all plan contributions to allowed amount.	
R	167. Leave Management to include rules-based accruals by MOU, position and length of for multiple types of leave; vacation, sick, personal, comp time, floating holiday, etc.	
R	168. Manage FMLA leave to maximum allowed.	
R	169. Track LTD, STD and related benefit deduction rules.	
R	170. Leave Balance and Usage reporting.	
I	171. Track training and certifications of staff with effective dates.	
R	172. Support tracking and reporting for requirements of the Affordable Care Act benefit eligibility and reporting.	
I	173. System alert or report for Performance Review due date based on hire date; first is six months from hire date then every year after.	
R	174. Manager Self-Service for staff: leave balances, leave request approvals, performance reviews, notifications, etc.	
R	175. Employee Self-Service: leave balances, leave requests, pay advice, W2, W4, changes to contacts, life changes, verification of employment, etc.	
R/I	176. Online open enrollment with updates to benefit elections and deduction codes.	
N	177. Electronic communications with vendors for open enrollment changes where allowed.	
N	178. Generate personnel roster by department – location, phone, email, etc.	
R	**Timekeeping**	
R	179. Electronic timesheet with multiple formats by department and employee type; exempt, non-exempt, part-time hourly, regular part time, etc.	
N	180. Remote timesheet entry and approval using mobile devices or kiosk.	
R	181. Allow for exception or actual time entry.	
I	182. Drop down selection of pay rates assigned to an employee; one employee may have multiple rates.	
R	183. Workflow routing of timesheets for multiple approvers with electronic signature.	
I	184. Calculate total hours worked based on entered start and end times; round to nearest 15 minute increment.	
R	185. Display available leave balances at time entry; generate alert if nearing maximum allowed. Disallow negative balances.	
N	186. Notifications or email reminders for missing timesheets due for current pay period.	
R	187. Calculate average overtime rate by employee for State overtime reporting.	
R	188. Rules-based comp time accruals and usage calculated at time and a half.	
R	189. Support flex time based on employee group, e.g. 9/80 with split day between two pay periods, 9/76 work schedule, etc.	

Ranking		Response – Rating and Description
R	190. Import time uploads from TeleStaff for payroll processing.	
R	**Payroll**	
R	191. Bi-monthly payroll processing.	
	192. Define multiple Pay and Deduction Codes that include rules based calculations based on multiple criteria (e.g. Position, Pay, Bargaining Unit, Length of Service), fixed amounts, fixed amounts with a cap, etc.	
R	193. Default values by employee for earnings, hours and General Ledger distribution codes with ability to override.	
R	194. Option for multiple pay rates per employee.	
I	195. Define deduction codes for Furlough Holiday Christmas to New Year. Options include: no pay for the days, use available leave, salary reduction for specified time period, etc.	
I	196. Define deduction code for incremental Medicare Tax of .9% applied when wages reach $200K.	
R	197. Enter mass change in payroll that affects all employees or specific groups of employees.	
R	198. Process retroactive pay and associated impacts on deductions and reporting.	
R	199. Support date effective pay adjustments.	
R	200. Exception reporting, e.g. double pay, no pay, changes since last payroll, etc.	
R	201. Support CALPERS compliance and reporting including rules, calculations and reporting of eligible hours and compensation.	
R	202. User-defined customizable pay advice to include pay types, deduction types, leave balances, notes, etc.	
R	203. Generate pay advices for auto-deposit employees and/or post to self-service.	
R	204. Generate bank file for auto-deposit employees.	
N	205. Positive Pay management or reporting.	
I	206. Set up payroll deduction for employee computer loans with 1 or 2 year terms. Automatically adjust final deduction for balance remaining. Employee may have more than one loan at a time.	
R	207. Generate vendor payment requests from pay cycle and interface to Accounts Payable.	
R	208. Produce data for monthly, quarterly, and yearly tax forms and filings.	
R	209. Electronic reporting to State and Federal agencies, e.g. Social Security, IRS.	

EXHIBIT D

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this day of , 20 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and , a [Enter business type here] ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: _____ _____.

WHEREAS, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the Services more particularly described in Exhibit "A" ("Services"), in return for the compensation described in this Agreement and Exhibit "B".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

WHEREAS, (OPTIONAL LANGUAGE) Consultant had agreed to and has been performing similar services for City during the period between December 16, 2004 and July 31, 2005 pursuant to an informal, oral extension of the terms and conditions of the previous contract between Consultant and City, the term of which had expired on December 15, 2004.

NOW, THEREFORE, the Parties hereto agree as follows:

1. CONSULTANT'S SERVICES. Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a

reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. COMPENSATION.

A. "Not to Exceed" Compensation. City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant's hourly or other rates set forth in Exhibit "B". The payments specified in Exhibit "B" shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of _____ and No/100 Dollars ($_____.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

B. Method of Billing. To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant's billing rates (set forth on Exhibit "B" hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit "B"; or, if no manner is specified in Exhibit "B", then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
Attn: Finance Department
37101 Newark Blvd.
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. Payment. Upon receipt of an invoice, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. Consultant's Failure to Perform. In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon

receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant's payment).

4. ADDITIONAL SERVICES. In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

5. INDEPENDENT CONSULTANT. At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. PERSONNEL. Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its Subconsultants, if any, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in Exhibit "C", without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

Consultant agrees to include with all Subconsultants in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of this Agreement's Indemnity and Insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all Sub-subconsultants to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any Services and will provide proof of compliance to the City.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or Subconsultants,

Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. FACILITIES AND EQUIPMENT. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. INFORMATION AND DOCUMENTATION.

A. Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

11. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

A. Verification of Coverage.

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and

2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and

4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. <u>Minimum Limits of Insurance</u>.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

1. General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability:	**$1,000,000** per occurrence or claim; $2,000,000 aggregate.

D. <u>Deductibles and Self-Insured Retentions</u>.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 12 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers ("Additional Insureds") are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Coverage. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it. Consultant's policy will not seek contribution from the City's insurance or self insurance.

3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

6. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The City Risk Manager may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s),

(b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

14. <u>INDEMNIFICATION/SAVE HARMLESS</u>. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or work product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

Consultant/Subconsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

15. <u>LICENSES, PERMITS, ETC</u>. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that

Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

B. Notwithstanding the provisions of paragraph 16 Section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by _____ of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

18. NOTICES. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

_____	**CITY OF NEWARK**
_____	_____
Consultant	**Administrator**
Address: _____	City of Newark
_____	Attn: _____
_____	37101 Newark Boulevard
_____	Newark, CA 94560

19. PARAGRAPH HEADINGS. Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

20. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

21. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

22. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. ATTORNEY'S FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. ASSIGNABILITY. Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

25. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

26. WAIVERS. Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. COVENANT AGAINST CONTINGENT FEES. Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's

discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date _____

Attest:

_____
City Clerk

Date _____

Approved as to form:

_____
City Attorney

Date _____

_____
_____

By _____
Consultant

Date _____

_____
Printed Name

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

PAYMENT

EXHIBIT C

QUALIFICATIONS