

City of Alameda



REQUEST FOR PROPOSAL FOR PROJECT MANAGEMENT SERVICES FOR ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM IMPLEMENTATION

Issue Date:

May 6, 2019

Response Due Date/Time:

May 30, 2019 before 5:00 PM PT

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1 RFP Introduction

1.1 General Information

The City of Alameda (City) is requesting proposals from qualified individuals or firms to provide project management services for implementation of an Enterprise Resource Planning (ERP) system.

There is no expressed or implied obligation for the City to reimburse responding individuals or firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by proposers are subject to public inspection under the California Public Records Act unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.

During the evaluation process the City reserves the right to request additional information or clarifications from the proposer. At the discretion of the City, individuals or firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

Proposer must agree to use the City's contract template without amendment (attached to this RFP). A recommendation and proposed contract will be prepared for City Council consideration at its June 4, 2019 meeting. The City reserves the right to reject any or all proposals. The proposal package shall present all-inclusive fees for each phase of the engagement.

1.2 Term of Engagement

It is the intent of the City to contract for the services presented herein for a term of twenty-five (25) months, based upon the project implementation timeline. The City reserves the right to extend the term of the contract to complete the project; or cancel the contract at any time with 10 days written notice.

The estimated implementation timeline is subject to change.

1.2.1 Phase 1 -Core Financials and System Wide Applications

Start Date:	August 2019
Go-Live Date:	July 2020 or as defined in the Project Plan

Functional Areas:

- Accounting General Ledger

- Accounts Payable
- Bid Management
- BMI Asset Track Interface
- Capital Assets
- Cash Management
- Contract Management
- Employee Expense Reimbursement
- Project & Grant Accounting
- Purchasing
- eProcurement
- Accounts Receivable
- General Billing
- Tyler Cashiering

- Munis Analytics & Reporting
 - Tyler Reporting Services
 - Munis Office
 - HUB
- Tyler Forms Processing
- Tyler Content Manager SE

1.2.2 Phase 2 – Human Capital Management

Start Date: January 2020 or as defined in the Project Plan
 Go-Live Date: April 2021 or as defined in the Project Plan

Functional Areas:

- Payroll w/Employee Self Service
- HR & Talent Management
- ExecuTime Time & Attendance with mobile access Revenue

1.3 RFP Coordinator

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below.

Name and Title: Carolyn T. Hogg, IT Director
 Email: chogg@alamedaca.gov

The RFP Coordinator will be the sole point of contact for this RFP. Proposer contact with any person(s) in the City other than the RFP Coordinator is expressly forbidden, and may result in disqualification of the Proposer's bid. Any communications other than via email to the RFP Coordinator will be considered unofficial and non-binding on the City.

1.4 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, notification shall be provided to all Proposers complying with Section 1.6 Intent to Propose and the amendment posted on the City's website:

<https://alamedaca.gov/business/bids-rfps>.

Proposers must respond to the final written RFP, including and any exhibits, attachments, and amendments.

1.5 RFP Questions

Questions concerning the RFP should be submitted via e-mail to the RFP Coordinator identified in Section 1.3 prior to 5:00pm May 13, 2019 which is the "Deadline for Proposer Questions". Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. The questions submitted and the City's responses shall be posted on the City website identified in Section 1.4.

1.6 Intent to Propose

Each Proposer who plans to submit a proposal should register by email to the RFP Coordinator. The email should indicate the Proposer's intent to respond to this RFP. The email should include:

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

The "Intent to Propose" email does not bind Proposers to submitting a proposal.

1.7 Proposal Submittal

Proposals are to be submitted no later than the "Deadline for Proposal Submission" identified in Section 5. Proposers assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Proposers must submit in a sealed package: one (1) original, five (5) copies, and one (1) electronic copy (a single .pdf file containing all submitted material). The proposal package shall be mailed, couriered, or hand delivered to the City at:

Carolyn T. Hogg
City of Alameda
950 W. Mall Square, Room 200
Alameda, CA 94501

The package should be clearly labeled as follows:

ATTN: Carolyn T. Hogg, IT Director
Proposal for Project Management Services for ERP System Implementation Services
Name of Proposing Firm
Proposer's Address
Proposer's Contact Person
Proposer's Telephone Number

All information must be received by the City on the date/time indicated in Section 1.3.
Information received after this time and date may be returned unopened. Postmarks will not be accepted as proof of receipt.

2 City Overview

The City of Alameda, California is a unique island community of approximately 76,000 residents in the San Francisco Bay Area. With connections to the East Bay mainland by four bridges, two underwater tubes, and highly-desirable ferry service to San Francisco, Alameda is within minutes of numerous cultural activities in San Francisco, Oakland, and Berkeley. People are drawn to Alameda for its safe and inviting residential communities with distinguished neighborhood schools, boutique shopping, and a broad mix of destination restaurants. Alameda takes pride in being a vibrant community with a rich maritime history and small-town charm. The City offers a diverse mix of housing, including multi-family units and historic Victorian homes along tree-lined streets. According to Money Magazine, the City of Alameda compares favorably to the "best places to live" in America.

Alameda was incorporated in 1854 and became a charter city in 1916 with a Council-Manager form of government. The five-member Mayor/Council serves four-year terms, staggered at even numbered years. The City is a full-service organization providing residents with a range of municipal services including police and fire protection; construction and maintenance of streets, storm drains, and other infrastructure; a state-of-the-art library system; economic development; an active planning and building permit center; and over 400 acres of parks and recreational facilities including multi-use athletic fields, picnic sites, a skate park, a swim center, and a full service senior center. The City employs approximately 500 full-time employees in the following departments:

- Alameda Municipal Power
- City Attorney
- City Clerk
- City Manager's Office
- Community Development: Economic Development / Base Reuse
- Building/Planning/Transportation Department
- Finance Department
- Fire Department
- Human Resources Department

- Library
- Police Department
- Public Works Department
- Recreation and Parks Department
- Information Technology Department

3 Scope of Services

The City will acquire the Tyler Munis ERP system. A contract with Tyler Technologies will go to City Council for approval on June 4, 2019. The City is contracting for a Hosted Solution (SaaS).

The purpose of this RFP is to solicit proposals from vendors qualified to provide professional project management and implementation services related to the implementation of a new organization-wide Enterprise Resource Planning (ERP) system for the City of Alameda. The chosen contractor will provide project management, consulting and technical assistance as specified herein, together with such other related functions and duties as directed by the City. The City will consider proposals from individuals, group of individuals, independent contractors, and businesses supplying an individual(s) to provide project management service. The ideal contractor will have:

- Experience working with Tyler Munis Financial Management and HR & Payroll applications;
- Experience in California local government payroll including public safety, multiple labor groups, CalPERS and SDI;
- Experience in the full ERP lifecycle principally in implementation;
- Implementation project manager with experience providing professional project management and implementation services for municipal governments;
- Solid expertise in business process evaluation, improvement and change management in this arena.

The selected provider will have excellent operational and technical project management depth in areas of interest to the City under this RFP, and must be a highly-effective communicator, particularly in (1) translating technical concepts to non-technical audiences, and (2) persuading and leading organizations through radical change management efforts. They will have significant experience with public sector organizations, having worked with cities both larger and smaller than Tracy. They will also have significant experience implementing and working with human resource and payroll applications

3.1 Modules Planned for Implementation

3.1.1 Financials

- Accounting/General Ledger/ Accounts Payable
- Work Orders, Fleet & Facilities Management
- Purchasing/Bid Management
- Fixed Assets
- Inventory
- Project & Grant Accounting

- Cash Management

3.1.2 Human Capital Management (Payroll/Human Resources)

- Payroll
- Human Resources Management

3.1.3 Revenue

- Tyler Cashiering
- Accounts Receivable
- General Billing

3.1.4 Productivity

- Analytics & Reporting
- Content Manager
- eProcurement
- Forms Processing

3.1.5 Other

- Comprehensive Annual Financial Report (CAFR) Statement Builder

3.2 Scope of Work – Project Manager

The selected Project Manager (PM) will coordinate project team members and subject matter experts from City Staff, as well as the overall implementation schedule. The PM will serve as the primary point of contact with the Tyler’s project manager; and will be responsible for regular reporting to the City’s Executive Steering Committee. The PM will provide the majority of the City’s change management communications and coaching.

3.3 Specific Project Management tasks include:

- Review the vendor Statement of Work (project scope) and coordinate a project kick-off meeting.
- Work with Tyler Technologies project manager to develop the implementation project plan.
- Conduct and/or attending all ERP implementation-related regular and special meetings during the project, including reporting project status to the City Leadership Team. This will include developing agenda for and attending weekly Executive Steering Committee meetings.
- Provide updates for status reports, review status reports, and participate in bi-weekly status meetings with Tyler Technologies.
- Manage City information on the project SharePoint site.
- Review meeting agendas prepared by Tyler Technologies and distribute those agendas to City’s meeting participants.
- Review Tyler Technologies site reports posted to the project SharePoint site.
- Work with Tyler Technologies’ project manager to ensure the implementation and deployment is successfully completed. This will include reviewing the project Issues

Log with the Tyler Technologies project manager, collaboratively assign a priority to each issue, and identify the individual responsible for facilitating resolution.

- Work cooperatively with the City Steering Committee and legal counsel in implementing policies, procedures, and directives called for by the City.
- Monitor and communicate any identified project risks to the Tyler Technologies project manager and the Executive Steering Committee.
- Prepare and deliver any scope change requests for Tyler Technologies implementation services to Tyler's Technologies project manager.
- Prepare and submit to Tyler Technologies any product enhancement requests with sufficient detail for Tyler Technologies evaluation.
- Coordinate any City requests for software development.
- Review and accept/reject implementation control points and deliverables, providing feedback on rejections.
- Assist with creation of software training user accounts for all users, ensure users are following curriculums, and monitor and communicate user progress to City Management.
- Coordinate software installation activities.
- Coordinate City staff training activities for all users.
- Coordinate user acceptance testing.
- Work with Tyler Technologies project manager to outline go-live steps, requirements and assignments.
- Work with City staff to implement and foster formal change management initiatives associated with the project. Evaluate readiness of City Staff to perform live process from training and change management perspective.
- Coordinate final acceptance process for each phase of implementation.

In addition to the responsibilities and duties enumerated above, the successful Project Manager will also perform all other duties and responsibilities assigned by the City's Leadership Team related to management and coordination of the implementation of the Tyler Munis system.

The City expects the PM will need to dedicate an average of 30 hours per week for the duration of implementation. Actual time dedicated will be based on the phase of implementation; with some weeks requiring more hours, and some weeks requiring less.

The proposer should expect to provide all PM services at one of the City's location in Alameda. Sites may vary based on the work being performed.

3.4 Other Information

- The individual or firm selected must acquire and maintain a City business license upon execution of the final agreement and maintain that business license throughout the term of any agreement.
- The selected individual or firm shall maintain minimum insurance coverage of \$1,000,000 for professional liability, workers compensation (if applicable), and comprehensive general liability and cyber liability during the entire term of the

engagement. Prior to commencement of project management services, the individual or firm will be required to provide a certificate of insurance to the City.

4 Time Requirements

Proposal Calendar

May 6, 2019	Request for Proposal issued
May 13, 2019	Deadline for questions at 5:00pm
May 22, 2019	Response to questions provided
May 30, 2019	Proposals due at 5:00pm
Week of June 17, 2019	Finalist interviews
July 2, 2019	Anticipated date to award contract

5 Proposal Submission

5.1 General Instructions

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

The complete proposal shall include the proposal document with a point-by-point response to the RFP and all other materials requested in the RFP. Vendors may include any additional materials they feel could assist in the evaluation of the proposed system. However, each question shall be responded to completely. References to other documents shall not be accepted.

The City is interested in leveraging a joint ability to adjust the expenditure of contract project management hours in a manner that meets project needs at various stages of the project lifecycle, rather than requiring full-time resource commitment throughout the project. As such, the City is open to a contractual arrangement that allows the successful firm to engage in other business endeavors so long as the legal and performance requirements of the Professional Services Agreement between both parties is enforced at all times and conflicts of interest are avoided. The city is however is preparing a budget to allow for 30 hours per week for the duration of this project.

5.2 Content of the Proposal:

Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to perform the following requirements of this RFP. This should include the five (5) section listed below (5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5):

5.2.1 Vendor Qualifications

Please provide a brief history and overview of your firm and its organizational structure, or if an individual, a description of your qualifications with special emphasis on your understanding of the services required and how you propose to fulfill the needs of the City, including the following information:

1. Name, mailing address, e-mail address, telephone, and fax number of the vendor.
2. Type of organization (individual, partnership, corporation, or other). Please include Federal Tax ID (FEIN).
3. Principals of your firm (as applicable).
4. State why you are well-qualified to provide the City with the ERP implementation services outlined in the "Scope of Work" section above. This must include the size of the organization, list of the staff qualified to provide these services, and the location of the coordinating office. (Note: The City anticipates the need to provide adequate office/meeting space and computer hardware/software for the successful project manager subject to clarification during contract negotiations.)
5. Provide specific descriptions of the experience of the vendor in providing these services to clients similar to the City.
6. Provide five (5) references from other clients to which the vendor has provided services similar to those outlined in this RFP. Include names, addresses, and phone numbers, a thorough description of project scope and deliverables, and dates of the service. Contacts shall be those who have personal knowledge of your vendor's performance for this requirement.

5.2.2 Project Manager Qualifications and Experience:

Please identify the individual staff member(s) who will be assigned to provide the professional project management and technical assistance services outlined in the RFP, including:

1. Identify and provide the resume of the individual who will be assigned to provide these contracted services on a day-to-day basis to include:
 - a. Identify at a minimum: the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.
 - b. Identify the assigned individual's position within the vendor and the degree to which they will be able to commit resources and time to provide the services.
2. Identify and provide resumes of any individuals who will be assigned to assist the individual assigned to provide the services to include:
 - a. Identify at a minimum: the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.
 - b. Identify the staff roles and responsibilities, and how these individuals will work with the assigned primary individual providing these services.

5.2.3 Technical Approach to Service Provision:

Provide a brief description of the vendor's approach to this project to include:

1. Provide a written explanation detailing how the assigned individual will approach the provision of the services outlined in this RFP to include:
 - a. The management of time, resources, and staff to accomplish goals.
 - b. Working with the project team on issues for consideration by the ERP Steering Committee.
 - c. Working with ERP functional and technical staff members on issues of a routine nature and those that are urgent or emergencies.
 - d. Developing and modifying policies and procedures.
2. Describe in detail the information and assistance you will require from the City Leadership Team in providing these services and indicate if additional information or resources will be required.
3. Provide samples of an actual report or work product that you have performed for services similar to those required in this RFP.

5.2.4 Tyler Munis Specific Knowledge and Experience:

Please discuss relevant experience with answer the supplemental questions below.

1. What is your experience providing project management to financial / human capital management implementation?
2. Discuss your knowledge and experience with Tyler Munis ERP products. How well do you know the product? What product versions are you experienced with?
3. What technical resources do you available to assist with legacy data conversion, either internal or contracted?
4. Discuss any specific knowledge of working with 3rd party vendors to integrate Munis with their products (e.g. LaserFiche, Telestaff). Refer to Appendix B for current city applications.
5. Discuss your knowledge of other Tyler Munis applications (e.g. Roll Based Security, Work Orders, etc.)

5.2.5 Financial/Pricing Proposal:

It is the intent of the City to purchase these services for a specific time period at a specific unit cost. The Vendor will be engaged as an independent contractor (see Provider Agreement, attached), and will be responsible for all benefits, any and all taxes (including without limitation all income, payroll, and self-employment taxes), and insurance requirements. As noted above, the City is open to negotiating an agreement that adjusts the expenditure of project management professional services hours to meet cyclical project needs. Please keep this in mind as you consider the proposal pricing options below:

1. The vendor must propose a total per hour charge for the individual or individuals assigned to provide the services described above to include all costs for salaries and benefits.
2. In addition, the vendor should propose a fixed amount, Not to Exceed cost estimate for the entire project, from initial assessment through system acceptance (approximately 24 months).
3. Mileage expense reimbursement will be at the Internal Revenue Service rate.

4. All other expenses will require pre-approval from the City. Vendor shall identify other expenses for which reimbursement will be sought, including any fixed rates or charges applicable to any category of expenses.
5. As a tax-exempt entity, the City is not liable for any sales or other excise tax on the service rendered.

Pricing:

Please complete the following pricing table and answer the supplementary pricing questions that follow.

Per Hour Charge to Provide Services \$_____ per hour

AND (optional)

Total monthly fees (all-inclusive) \$_____

AND (optional)

Total per Project Charge to Provide Services \$_____

Questions:

- 1) Please describe what costs or expenses are included in the above rate.
- 2) What costs or expenses do you anticipate may be required in addition to those included in the above rate?

5.3 Proposal Format and Content

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

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

Carolyn T. Hogg
City of Alameda
950 W. Mall Square, Room 200
Alameda, CA 94501

The package should be clearly labeled as follows:

ATTN: Carolyn T. Hogg, IT Director
Proposal for Project Management Services for ERP System Implementation Services
Name of Proposing Firm
Proposer's Address

Proposer's Contact Person
Proposer's Telephone Number

No fax proposals will be accepted. Proposals received after May 21, 2019 at 5:00pm will not be considered.

5.4 Technical Proposal Format

5.4.1 Title Page

Show the subject, name of the proposer, contact information and date of submission.

5.4.2 Table of Contents

Provide a complete identification of materials submitted by section and page number.

5.4.3 Transmittal Letter

Provide a general introduction, a brief statement of the proposer's understanding of the engagement, and the name and contact information of the person authorized to represent the proposer.

5.4.4 Contents of Proposal as outlined above in Section 6

6 Evaluation Procedures and Criteria

6.1 Proposals will be evaluated based on the following criteria:

The ERP committee will evaluate the submitted proposals.

The evaluators will consider how well the vendor's qualifications and costs meet the needs of the City as described in this document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors. The City reserves the right to require that finalists participate in an interview and conduct a presentation to a selection team.

The City plans to apply the following criteria in selecting a project management partner:

- Project Management Experience (e.g. certifications; successful, "full life cycle" completion of similar ERP projects, particularly in municipal government environments)
- Technical Knowledge (e.g. knowledge of and experience with ERP applications and associated infrastructure platforms, specifically SaaS models)
- Functional Technical Knowledge (e.g., knowledge of and experience of human resource and payroll functions, particularly in:
 - California municipal government;
 - Public safety employees and labor agreements
 - CalPERS

- SDI & workers compensation
- Product Specific Knowledge and Experience (e.g., knowledge of and experience in Tyler Munis human resource and payroll applications including employee self-service)
- Management and Interpersonal Skills (e.g. ability to manage and reconcile stakeholders issues and priorities; successful experience designing, implementing and managing comprehensive change management programs during ERP implementations)
- Pricing (e.g. price proposal, contract requirements and objections)

6.2 Proposal Review

- Proposals will be evaluated by City Staff, including but not limited to Director of Finance, Director of Human Resources and Director of Information Technology.
- Interviews will be conducted with the top ranked proposers.
- Staff will present its findings to the City Council for selection. The City Council will have final authority to award the contract. It is anticipated that selection and award of contract will be made at the July 2, 2019 City Council meeting.

7 RFP Terms and Conditions

7.1 Collusion

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

7.2 Gratuities

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

7.3 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the Standard Provider Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Proposal Questions" detailed in Table 1 - RFP Timeline. This will allow issuance of any necessary amendments and help prevent the opening of defective information upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Proposal Questions.

7.4 Nondiscrimination

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

7.5 Proposal Preparation Costs

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

7.6 Proposal Withdrawal

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator (Section 1.3). After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the Deadline for Proposal Submission.

7.7 Proposal Errors

Proposers are liable for all errors or omissions contained in their information. Proposers will not be allowed to alter proposal documents after the Deadline for Proposal Submission.

7.8 Incorrect Proposal Information

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

7.9 Prohibition of Proposer Terms and Conditions

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

7.10 Assignment and Subcontracting

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

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

7.11 Right to Refuse Personnel

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

7.12 Proposal of Additional Services

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

7.13 Licensure

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

7.14 Conflict of Interest and Proposal Restrictions

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

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

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

7.15 Contract Negotiations

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

7.16 Execution of Contract

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

7.17 Right of Rejection

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

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

The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

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

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

7.18 Disclosure of Proposal Contents

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

7.19 Proprietary Information

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

7.20 Severability

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

7.21 RFP and Proposal Incorporated into Final Contract

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

7.22 Proposal Amendment

The City will not accept any amendments, revisions, or alterations to information after the Deadline for Proposal Submission unless such is formally requested, in writing, by the City.

7.23 Consultant Participation

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

7.24 Warranty

The selected Proposer will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP, demonstrated in both the software demonstration and subsequent proof-of-capabilities. Further, that the requirements as stated in this RFP will become part of the selected Proposer's license and the Proposer will warrant to the requirements. The selected Proposer must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional/technological requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all application modules included in the implementation.

7.25 Rights of the City

The City reserves the right to:

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

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

8 Appendix A – City Standard Service Provider Agreement

9 Appendix B – Current Environment for Reference Purposes

Appendix A

City Standard Service Provider Agreement

SIGNATURE REQUIREMENTS

Signed documents require proper execution to ensure their validity and enforceability. Documents required to be recorded also must be notarized. The City of Alameda requires adherence to the following procedure in the execution of all written documents that require signatures. Such documents include: Licenses, Leases, Contracts, Service Provider Agreements, Subdivision Maps, Grants of Easements, Grant Deeds, Agreements, Bonds, etc. Questions about these procedures or specific documents should be directed to the Alameda City Attorney's Office prior to the signing of such documents.

- I. **FOR ALL SIGNATURES.** The name and title of the signer must be typed or printed beneath the signature. This applies to any party signing any document.
- II. **FORMAT OF THE NAME AND TITLE.** The name must be signed exactly as it is printed or typed. The signer's title (e.g. "City Attorney") or interest in the property (e.g. "Owner") must be typed or printed beside the typed or printed name. As stated above, this information should be typed or printed beneath the actual signature.
- III. **SIGNATURES FOR LIMITED PARTNERSHIPS.** The signing party must be a *general* partner in the venture or be authorized in writing to have the authority to sign for and bind the limited partnership. *Limited* partners generally do not having binding authority to sign for a limited partnership. (ref. Corp. Code § 15904.02; 15903.02)
- IV. **SIGNATURES FOR GENERAL PARTNERSHIPS.** The signing party must be a general partner in the venture or be authorized in writing to have the authority to sign for and bind the general partnership. (ref. Corp. Code §16301; 16303.)
- V. **SIGNATURES FOR CORPORATIONS.** Authorization to sign contracts and other documents on behalf of the corporation must be demonstrated by one of the following methods. For maps and documents to be recorded, and for sureties signing bonds, the signatures must be notarized as provided in Method 3 and paragraph VI., below.

Method 1 (Two Specified Officers). Authorization may be shown by two officers signing the instrument. ONE SIGNING OFFICER MUST BE FROM GROUP A and ONE MUST BE FROM GROUP B. (ref. Corp. Code §313; 5214.)

Group A

- (i) Chairman of the Board
- (ii) President
- (iii) Any Vice-President

Group B

- (i) Secretary
- (ii) Any Assistant Secretary
- (iii) Chief Financial Officer
- (iv) Any Assistant Treasurer

Method 2 (Certified Board Authorization). Authorization may be shown by providing the City a copy of the corporation's bylaws, board of directors meeting minutes, or any resolution of corporation's board authorizing the person signing the instrument to execute instruments of the type in question, and certified by the Secretary or Asst. Secretary of the corporation to be a true copy. (ref. Corp. Code §314; 5215.)

Method 3 (Notarized Officer Signature). Authorization may be shown by the signature of either the corporation's president, vice president, secretary, or assistant secretary accompanied by a notary acknowledgment in the form prescribed by Civil Code §1189. (ref. Civil Code §1190.)

- VI. SIGNATURES FOR LIMITED LIABILITY COMPANIES (LLC's).** Authorization to sign on behalf of the LLC must be demonstrated by providing the portion of the operating agreement authorizing the person signing the instrument to execute instruments of the type in question, and if the LLC does not have an operating agreement, then by providing the articles of incorporation for review by the City Attorney's Office. (ref. Corp Code §§17151, 17154, 17157.)
- VII. MAPS AND DOCUMENTS TO BE RECORDED.** For maps and documents to be recorded, including all transactions affecting title to real property, all signatures must be properly notarized and accompanied by a certificate of acknowledgement in the form prescribed by Civil Code section 1189. (ref. Gov't Code §§ 27287, 66436, 66439, 66447.) The names and titles of the people signing the documents should be listed on the notary flag.
- VIII. CHANGES.** Should any changes be made to the document once signed, the changes must be initialed by all parties signing the document. Obliteration of any type is not an acceptable form of change in to terms of a signed document.

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 20__, by and between CITY OF ALAMEDA, a municipal corporation (the “**City**”), and COMPANY (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS (the “**Provider**”), in reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: _____
[City staff reached out to the service providers on the City’s bidders list interviewed qualified firms and selected the service provider that best meets the City’s needs.][City staff issued a RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.][The Provider was selected on a sole source basis because (provide justification for sole source selection).][Other: Describe the selection process actually used.]

C. [Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.][Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.]

D. City and Provider desire to enter into an agreement for _____, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the ____ day of _____ 20__, and shall terminate on the ____ day of _____ 20__, unless terminated earlier as set forth herein.

[This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the [City Manager][_____] Director], based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The [City Manager][_____] Director] may submit written notice that the Agreement is to be extended [at the same terms and compensation as the existing Agreement.][and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.][and the compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.][Other: Describe the compensation escalator.]

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule [as set forth in this Section 3.][as set forth in Exhibit B and incorporated herein by this reference.] Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis [as set forth in this Section 3.][as set forth in Exhibit B.]

b. The total compensation for the work under this Agreement is not to exceed \$_____.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City

harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions,

officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
------------------------	-----------------------------

[(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence]

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an

assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
[Department]
[Address]
Alameda, CA 94501
ATTENTION: [Title]
Ph: (510) [xxx-xxxx] / Fax: (510) [xxx-xxxx]

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]
[Department]
[Address]
[City, State, zip]

ATTENTION: [Title]

Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the

prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

26. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in

accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to

California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as

cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.]

27. [NONDISCRIMINATION – HUD REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of this Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504

of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

(i) Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

(ii) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(iii) Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iv) Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(v) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

C. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.]

28. **RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:**

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.]

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY
(A California corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

Elizabeth D. Warmerdam
Acting City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

[DEPARTMENT HEAD NAME]
[DEPARTMENT HEAD TITLE]

APPROVED AS TO FORM:
City Attorney

[NAME]
[Assistant] City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

SAMPLE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF:

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

Name of Person or Organization:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

SCHEDULE

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99

Appendix B

Current Environment

Table 1 - City Applications

Vendor	Product	Purpose
Superion	Finance Plus	Financial Management
Intermedix Corp.	Intermedix	Ambulance Billing/Revenue Management
Duncan Solutions	Duncan Solutions	Parking Program/Payments
Accela	Automation	Permitting
Principal Decision Systems International (PDSI)	Telestaff	Time Entry and Scheduling (Fire Department)
ACTIVE Network	ActiveNet	Recreation Management
Innovative Interfaces Inc.	Polaris ILS	Integrated Library System
EnvisionWare	EnvisionWare	Library Payments
Lucity	Lucity Asset Management	Fleet Management
HdL Software	HdL Prime	Business License
LaserFiche	LaserFiche Client	Document Management
NeoGov	NeoGov	Recruitment
Granicus	Legistar	Agenda Automation
Granicus	Web Casting	Council Meeting Webcasts
OpenCities, Inc.	SAAS OpenCities	City Website
Gwava	Retain	Email Archive
MuniCode	MuniCode	Municipal Code
SeeClickFix	SeeClickFix	Constituent Relationship Management – Request Management
IBM	Cognos Report Writing Tool	Financial Reporting
Harris	Cayenta	Financial Management (Alameda Municipal Power)

Figure 1 identifies the third-party applications the City expects to be integrated to the new ERP.

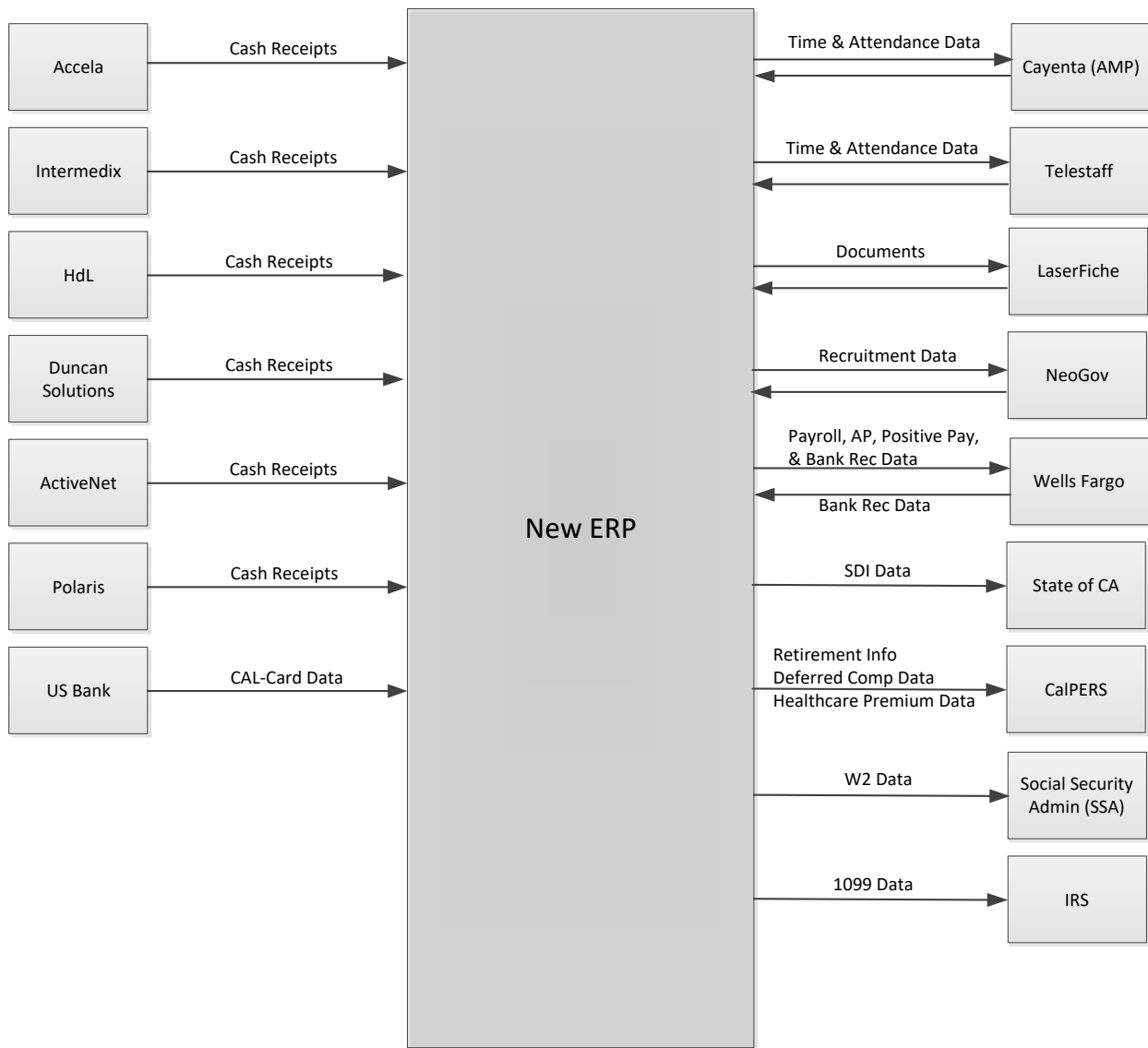


Figure 1 – Proposed ERP Interfaces

Table 2 provides additional information on the interfaces identified in Figure 1.

Table 2 – Additional Interface Information

Application	Purpose	Freq.
Cayenta (AMP)	Sends time & attendance data to new ERP and back to Cayenta.	Bi Weekly
Accela	Sends cash receipt data to new ERP.	Daily
Intermedix (Ambulance Billing Fire)	Sends cash receipt data to new ERP.	Daily
Telestaff (Fire)	Sends time and attendance data to new ERP and back to Telestaff.	Bi Weekly
ActiveNet (Rec&Park)	Sends cash receipt data to new ERP.	Daily
Polaris (Library LIS)	Sends cash receipt data to new ERP.	Daily
Wells Fargo Bank	New ERP sends payroll data, warrant data (Positive Pay), accounts payable data, and bank reconciliation data to Wells Fargo. Wells Fargo sends bank reconciliation data back to the new ERP.	Payroll – Bi Weekly Warrant , AP and Bank Rec - Daily
US Bank	Sends Cal Card data to new ERP.	Daily
HdL (Business License)	Sends cash receipt data to new ERP.	Daily
Duncan Solutions (Parking Citations PD)	Sends cash receipt data to new ERP.	Daily
LaserFiche	Receives documents for storage from new ERP and allows access to stored documents from LaserFiche.	Daily
NeoGov	Sends recruiting data to new ERP.	Daily
Internal Revenue Service (IRS)	Sends 1099 data to the IRS.	Annually
State of California	Sends State Disability Insurance (SDI) data to the State of California.	Bi-Weekly
CalPERS	Sends retirement, health enrollment and deferred compensation data to CalPERS.	Bi-Weekly
Social Security Administration (SSA)	Sends W2 data to SSA.	Yearly

Table 3 provides information regarding key statistics (approximations) to aid the Proposers in preparation of their proposed solutions and pricing.

Table 3 – Key Statistics

Functional Area	Volume/Statistics	Frequency (if applicable)
Human Resources		
Recruitments	70	Yearly
MOUs	11 (two are comp plans so not as detailed as MOUs)	N/A
FTEs	532	N/A
PTEs	300-400	Seasonal
Position Classifications	286	N/A
Employee Action Forms (e.g. new hire, pay changes, employee separation, misc. pay assignments and status, etc.)	30	Weekly (more in the summer)
Finance		
Purchase Orders	65	Monthly
Invoices	750	Monthly
Journal Entries	1,100	Annually
Miscellaneous Bills	75	Monthly
Vendors	25	Monthly
General		
Total Current Superior Users (Citywide)	203	N/A