

City of Bend, OR

Request for Proposal
For

ERP System Solution Project
RFP #IT14AA



Issue Date: December 16th, 2013
Closing Date: January 30th, 2014

Pre-submittal Meeting (Mandatory):
January 7th, 2014

Council Chambers, City of Bend,
710 NW Wall St., 1st Floor
Bend, OR 97701

The City of Bend is accepting sealed proposals from qualified firms to furnish and implement an integrated Enterprise Resource Planning (ERP) System that will support Bend's staff in the delivery of City of Bend services and activities, take advantage of best practices, and significantly improve the efficiency and effectiveness of Bend's administrative processes.

The request for proposal, specifications, addenda, planholders list, and notification of results for this project may be viewed, printed or ordered on line from Central Oregon Builders Exchange at <http://www.plansonfile.com> by clicking on "Public Works Projects" and then on "City of Bend" or in person at 1902 NE 4th St, Bend, Oregon.

Entities intending to submit a proposal should register with the Central Oregon Builders Exchange as a planholder in order to receive addenda. This can be done on-line or by contacting Central Oregon Builders Exchange at: (541) 389-0123, Fax (541) 389-1549, or email at admin@plansonfile.com. Proposers are responsible for making sure they have all addenda before submitting proposals.

A mandatory pre-submittal meeting will be held at City Hall Council Chambers, 710 NW Wall Street, Bend, Oregon on: **Tuesday, January 7, 2014 at 10:00am**. Proposals will only be accepted from attendees of this meeting. Teleconferencing details are included in the RFP.

The deadline for submitting proposals is: **Thursday, January, 30, 2014 at 3:00pm**. Proposals must be physically received by the City at the location listed below by the deadline. No faxed or electronic (email) proposals shall be accepted. Proposals received after the above date and time, or in any location other than the Purchasing Division, will not be considered.

Sealed proposals shall be delivered to: Gwen Chapman, Purchasing Manager, City Hall, Administrative Office, 2nd floor, 710 Wall Street, Bend, Oregon 97701. The outside of the envelope or box containing the proposals shall include the proposers name and be marked: **"Enterprise Resource Planning (ERP) System Solution - IT14AA"**

The City of Bend reserves the right 1) to reject any or all proposal not in compliance with public solicitation procedures and requirements, 2) to reject any or all proposals in accordance with ORS 279B.100, 3) to cancel the solicitation if the City finds it is the public interest to do so, 4) to seek clarifications of any or all proposals, and 5) to select the proposal which appears to be in the best interest of the City.

Important Notice:

Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to the issuing officer:

Gwen Chapman, Purchasing Manager, (541) 388-5504
gchapman@bendoregon.gov

Proposal Submission

Proposal Due Date: January 30th, 2014, 5:00 P.M.

Submit to City: 1 printed, signed, original proposal and signed addenda,
5 copies of original technical proposal,
1 media device (e.g.: DVD, CD-ROM, Flash Drive) containing an electronic version of the technical proposal and any supporting documentation, including the following files:
ERP Software and Implementation Services - Specifications.xlsx
ERP Software and Implementation Services - Vendor Forms.docx
ERP Software and Implementation Services - Pricing Forms.xlsx

Send to:

City of Bend
Attn: Gwen Chapman, Purchasing Manager
710 NW Wall St., 2nd Floor
Bend, OR 97701

Submit to Plante & Moran: 1 COPY of proposal;
1 media device (e.g.: DVD, CD-ROM, Flash Drive) containing an electronic version of the proposal and the following documents:
ERP Software and Implementation Services - Specifications.xlsx
ERP Software and Implementation Services - Pricing Forms.xlsx
ERP Software and Implementation Services - Vendor Forms.docx

Send to:

Plante & Moran, PLLC
Attn: Ms. Kim Szlachetka
27400 Northwestern Hwy
P.O. Box 307
Southfield, MI 48037-0307

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Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance	December 16th, 2013
Vendor pre-submittal meeting	January 7th, 2014
Deadline for clarification questions	January 20th, 2014
City distributes responses for Vendor RFP clarification questions	January 22nd, 2014
Vendor proposals due	January 30th, 2014
Notification of demonstration dates	TBD
Demonstrations of software	TBD
Site Visits and other due diligence	TBD
Contract negotiations and award	TBD

1 Introduction

1.1 Overview

The City of Bend, OR is interested in soliciting proposals from qualified providers of municipal software whose product offering meets or exceeds current City requirements and whose complete product offering provides a robust solution set that will allow the City to continue to leverage this investment well into the future as the needs of the City grow and evolve.

Definitions

The following definitions are used in the RFP:

- **Client or City** means the City of Bend, OR
- **Plante & Moran, PLLC**: The City's consultant and co-project manager for the project.
- **Vendor or Proposer** means a firm, company or organization submitting a proposal in response to this RFP.
- **ERP, Project LEAP**, the system or software means the software solution that the successful Vendor responding to this RFP will be responsible for providing

1.2 City Background

The City of Bend, OR is a chartered city with a population of 78,280, is the largest city in Central Oregon and the county seat of Deschutes County. The City is a council manager form of government with a mayor selected from among the City Councilors. The City's current ERP software is Sungard Public Sector's Select / Naviline version 8.0.2.0. It is an IBM System powered environment (iSeries V6R1) that serves the approximately 450 employees with approximately 200 active users. This system was originally purchased and implemented by the City in 1994. User access is a mix of 5250 emulation (Green Screen; approximately 90% of users) and a browser based Java application (Naviline; about 10% of users.)

The following are considerations that are driving this project and the decisions of the Executive Steering team.

- The current ERP system is a software platform that the current vendor is no longer investing in. We anticipate in the future that support for this product will terminate.
- The current ERP system was developed around a terminal emulation environment with little GUI based access options.
- The industry trend is to drive access to customers with web and app based delivery models that are not available with the current ERP system.
- Management requires better access to data, information and reporting that is currently unavailable or significantly restricted.
- City personnel find the current environment to be difficult to use and understand and significantly increases the time it takes for a new employee to be productive.
- The operating platform and programming language (os/400 & RPG) is not well represented with current IT staff and recruiting for these skill sets is increasingly difficult.
- As a result of current limitations to functionality and access to data, City personnel have developed work-around processes that are impacting City business and the Information Technology Department's ability to provide support.
- Third-party software integrations with the current system are extremely difficult, limited or unavailable.

1.3 Current Application Environment

*Legend for Current Applications		
Legend Code		Description
R	Replacement	The City is intending on replacing this application with the selected solution.
C	Consider	The City is considering replacing this application with the selected solution, based on the strength of the finalist Vendor offering and cost / benefit of the replacement module
M	Maintain	The City is intending on retaining the application, not replacing it thru this effort
I	Interface	The City is intending on keeping the application and interfacing/integrating it with the selected solution.

Current Application	Application Notes/Description	Departmental Owner	Likely Future?*
H.T.E / Sungard / Naviline / AS400 (including iSeriesNavigator)	Central financial system of record used for financial reporting, including general ledger, bank reconciliations, budgets, purchasing, accounts receivable, accounts payable, payroll, HR, addresses, asset management, fleet management, business licenses, case management, community development, and utility billing processes.	Citywide	R
Access Database	Transient Room Tax. Database used in order to track amounts owed and collected by property per month.	Finance	R
Access Database	Balance HRA claims	Payroll	R

Current Application	Application Notes/Description	Departmental Owner	Likely Future?*
Access Database ("Police Tools")	Police in-house access database that tracks repairs and maintenance, balances HR claims activities, and tracks expenses by employee, training and certification tracking, scheduling	Police	R
Aclara/Star	<ul style="list-style-type: none"> • History of meter reads, meter change outs, meter consumption information (hourly), and leak detection. • Manages water usage and customer data and integrates w/ Utility Billing function 	Utilities / Billing Public Works	I
ACOM	Check printing	Accounts Payable	R
Imron IS2000	Door/Access Control	Police	M
Click2Gov	Online payments of licenses & permit renewals, scheduling inspections, reviewing status, and tracking projects	Business Licenses	R
Code Publishing	<ul style="list-style-type: none"> • Codify ordinance • Provide codes on-line 	City Manager	M
Cognos/Qrep	Report writing tool	Finance and Fleet	R
Compli	Fleet Vehicle Info and Training Management	Fire	R
Crash data system	• Monitor crash data location and type to determine priorities	EIPD - Transportation	M
CuteFTP / FTP upload	Collection agency payment transmission site	Courts	C
Unknown / Diamond Parking	Parking management vendor	Courts	M
EADOC	Construct Management System	EIPD	R

Current Application	Application Notes/Description	Departmental Owner	Likely Future?*
EPLANS (aka Project DOX)	Houses all of the plans that the applicant submits. Submittal interface software with the customer and serves as electronic workflows with all parties involved. Plan reviews are completed by other departments simultaneously and the applicant can see all needed corrections.	Community Development	C
Excel	Tracking of volunteers and the assets they are assigned to maintain (adoption program, landscape areas.)	City Manager	R
Excel	Special Projects <ul style="list-style-type: none"> • Listing of Strategic Plan Goals and Objectives • Periodic status updates to Strategic Plan • Volunteer Program (applications, handbook, etc.) 	City Manager	M
Excel	CDL License Tracking	PUW	R
Excel	DOT Physical Tracking	PUW	R
Excel	<ul style="list-style-type: none"> • Generator spreadsheet for annual load and safety inspections. • Weekly list of EQ due for scheduled maintenance. • Fuel Cost Totals by Dept. • Fuel Gallons by Dept. • EQ List • Monthly and Fiscal Year Reports by Dept. 	Garage	R
Excel	Drug Testing tracking for identified positions	HR	R

Current Application	Application Notes/Description	Departmental Owner	Likely Future?*
Excel	Licenses, certifications and expiration dates, agreement/contracts, asset management	Police	R
Excel	<ul style="list-style-type: none"> • Export all manner of budget-related data • CIP workbook, individual fund worksheets, CIP project dashboards, etc. • Safety Training/Equipment Training 	Public Works	R
Excel	<ul style="list-style-type: none"> • Contract tracking • Copier lease tracking • Approved contractors list • Insurance tracking • Blanket PO Tracking 	Purchasing	R
Excel	Keeping track of various tenants, grants/loans, energy consumption, facilities work order data	Real Estate Services	R
Excel	Used by departments to prepare budget data, also used for analysis and reporting on budget data from Sungard H T E. Public Works develops and manages the 5 year CIP during the budget process in Excel as well.	Budgeting	R
Excel	Used for checking, sweeps, LGIP, trust, bank reconciliation and NSF/Adjustments	Cash Receipting	R

Current Application	Application Notes/Description	Departmental Owner	Likely Future?*
Excel	<ul style="list-style-type: none"> • Document creation and maintenance • Certification tracking • Minor enforcement issues tracking • Archive tracking • Master electrical permit program tracking • Project tracking for examiners and tech staff • Phone tracking 	Community Development	R
Excel	<ul style="list-style-type: none"> • Monthly statistics • Diamond contested parking • Juvenile case tracking • Legal Judgment case tracking, etc. 	Court	M
Excel	Energy consumption tracking	Facilities	C
Excel	Preparation of the CAFR, monthly budgets, audit work papers, reconciliations for assets and liabilities, debt and investment tracking, and franchise information	Finance	R
Excel	Tracking for each grant	Grants	R
Excel	Tracks budget and charge information to monitor IT departmental and interdepartmental charges, allocations and transfers.	IT	R
Excel	Used to reconcile GL transactions, deferred revenue, grants, interface loans	Miscellaneous Receivables	R

Current Application	Application Notes/Description	Departmental Owner	Likely Future?*
Excel	Used for reconciliation, reporting, tracking volunteer hours, tax calculations, overpayment calculations, salary adjustments, payroll calculations (voluntary employee benefit account), payroll match and tax verification	Payroll	R
Excel	Asset Management <ul style="list-style-type: none"> • Vehicles • Uniform • Radio • Operating Equipment 	Police and Fire	R
Excel and Word	Contract Management	Police	R
ExecuTime	Time and attendance	Payroll	R
Geoblade	GIS tool used to determine where and what type of infrastructure exists. Aerial documentation, Ownership, Plat maps, easements, Right of Way. Interfaces with HTE and EPLANS. Used by staff and customers.	IT	I
Granicus	<ul style="list-style-type: none"> • Publish Council agendas • Stream and archive meeting video 	City Manager	M
HRConnection	Benefits enrollment	HR	R
Infor EAM	Asset management. Used for infrastructure, citizen service requests. Links to GIS and GPS.	Public Works	I
iSeries OS/400	Security Administration	IT	R
Neogov	Applicant tracking	HR	R
New World Systems	Citizen complaints	Police	M
On-line applications	Noise Permit Applications	City Recorder	R
ORPIN	Statewide contract database/bid/quote system	Purchasing	M
Outlook	Receiving online business license applications	Business Licenses	R

Current Application	Application Notes/Description	Departmental Owner	Likely Future?*
Permit Center Counter Tracker	Track customers coming in, how long they are waiting in line, who they are here to see	Community Development	R
Petrovend K800 Fueling System	<ul style="list-style-type: none"> • Fuel Site Controller • Fuel Island Terminal • Fuel Set Up Parameters • EQ & Fuel User Set Up • Tracks Fuel Transactions 	Garage	I
Phoenix Plus Software	Download (poll) information from fueling sites, backup and manage card and transaction data	Garage	I
Propworks	Airport leases and billing, cell tower lease data for water sites (Public Works)	Airport	C
RVI	<ul style="list-style-type: none"> • Scan documents into case files, attach documents to purchase orders and requisitions • Invoice, cost estimate, contract imaging for HTE 	Community Development, Public Works, Purchasing	R
Selectron	Automated phone inspection request/tracking system	Community Development	† C
Telestaff (Kronos)	Time and attendance	Fire	C
TrackOne	Background Checks	HR	I
Vision	City Internet/Intranet	IT	M
Web Help Desk	Ticketing system and tracking IT assets across departments, including licensing, software, computers, servers, etc. Facilities uses for maintenance ticketing / work order management.	IT	I
Word	Check requests	Accounts Payable	R
Word	<ul style="list-style-type: none"> • Certificate of Occupancy creation • Correction letter creation • Applications/checklists creation • Violation Letters 	Community Development	R

Current Application	Application Notes/Description	Departmental Owner	Likely Future?*
Word	<ul style="list-style-type: none"> • New EQ Checklist Form • Repair Request Form • Monthly Dept. Maintenance • Report Adjustments • Monthly Period End Update • Monthly Fuel By Dept. • Monthly Journal Entries • New EQ Checklist Form • New EQ Checklist Record • Service Check List • Fluids Stock List 	Garage	R
Word	Detective Transcription	Police	M
Word	Buyer list, Asset Tag Log, Bid/RFP Ad Tracking	Purchasing	R
Zoll	Ambulance billing software	Billing - Collections	C

1.4 Current Technical Environment

The City has established technology standards and would prefer to adhere to them as part of the implementation of the ERP. The tables below provide Vendors with a current summary of the City's network and computing environments, and standards.

As part of the proposal process Vendors will be required to submit significant technical detail about the proposed solution detailed in section 3.4 of this RFP. In preparing responses, Vendors must remain diligent in referencing this table to assure that responses clearly identify:

- Areas of known or potential conflict between the Vendors proposed solution and the City's defined environments
- Recommendations of how best to implement and operate the proposed solution within the City's defined environments

1.4.1 Summary of Network and Computing Environment

Topic / Description
Network Infrastructure Configuration (WAN & Internet)
<ul style="list-style-type: none"> ▪ The City's WAN consists of 12 buildings / sites. Of these 12 sites, 11 sites are connected via a fiber network to the colo facility and the 12th site has a VPN connection to the data center as well. The sites are connected in a star topology with the colo being the center of the network. ▪ The colo data center facility is the core/center of the network. All key resources are housed at this location. ▪ A Cisco firewall provides perimeter protection. IPSEC is used for VPN services and authentication is provided using a RADIUS servers. ▪ All key components of the network are under the manufacturer's maintenance program. ▪ Solarwinds ipMonitor is primary server monitoring tool
Data Center
<ul style="list-style-type: none"> ▪ The Primary Data Center for the City is housed at the colo facility. ▪ The colo facility is a Tier III certified data center. The data center features fully redundant power and data connections and on-site generators. ▪ The colo facility is SSAE16/SOC 2 certified.
Data Network
<ul style="list-style-type: none"> ▪ The City's data network is a Cisco based network that largely uses Cisco 3750's, and 3560's series switches. ▪ The users report that the network is very reliable and has few issues. It has a high reliability of above 99.99%. ▪ The network is primarily used for data, VoIP, video and other applications. The WAN and LAN are enabled to support multicasting as well. ▪ The LAN technology is also based on 100/1000 Gigabit Ethernet technologies. ▪ Most workstations are connected using 100/1000Tx Ethernet. There are approximately 550 end user computing devices (workstations, laptops) on the City network

Logical Network
<ul style="list-style-type: none"> ▪ Multiple VLANS are used on the network. Larger buildings are segmented with multiple VLANs for better traffic management. ▪ TCP/IP is the only protocol used on the WAN and LAN. The City uses private addressing scheme. ▪ Voice Traffic is present, but separated by VLAN on the network. ▪ IP Subnets are assigned to the VLANs as necessary.
Server & Operating System Standard
<ul style="list-style-type: none"> ▪ In the City, there are approximately 25-50 Physical Servers. The manufacturer of these physical servers is as follows: HP – 66%, Cisco – 20%, Sun System – 8%, and IBM - 6%. ▪ The majority of the servers (50%) are 3-5 years old. Approximately 40% of them are between 1-3 years old and the remaining 10% are greater than 5 years old. ▪ Most of the servers that are in use have a utilization rate between 11 and 50%. ▪ The primary data center has full redundancy. ▪ The distribution of the server operating systems is as follows: Windows 2000 - 1%, Windows 2003 – 28%, and Windows 2008 – 46%, Solaris – 3%, CentOS – 11%, and IBM i5 V6R1 – 1%. ▪ The City has virtualized the environment using VMware Vsphere ESXi. ▪ The City have a patch management policy in place that dictates deployment of Server patches in an orderly manner ▪ The City uses Sophos v9.7 for antivirus protection on the servers and workstations. ▪ The City's current standard for OS and DB are Windows 2003/2008 and SQL 2008. There are instances of DB2 and Microsoft Access 2010 also. ▪ The systems are managed by a team of four systems administrators. ▪ There is a formal process for the creation / deletion of user accounts. Account creation / deletion paper trail / records are retained. User accounts are audited on a regular basis and defunct accounts are removed. ▪ The City also uses a SIEM server to log access to some of the services. ▪ The City requires the use of complex passwords. Also, where possible, only encrypted passwords are used. ▪ SSL is enabled even on internal Web Sites to prevent man-in-the-middle attacks and encrypt passwords wherever possible. Some internal Web applications do not support SSL. ▪ The City uses Office365 hosted email as the messaging platform.
Storage & Backup Environment
<ul style="list-style-type: none"> ▪ Some servers have Direct Attached Storage (DAS) only, some have DAS for OS only and SAN-attached for application. All VMs are SAN-attached. ▪ The City has multiple SAN's in place. The various SAN, their usable and available capacities (GB) are as follows: VNX5400 (28,449/19,225), EMC CX4-120 (24,316 / 3,851), EMC CX310c (7,025/566), EMC CX300 (3,191/13), and EMC AX4 (11,417/ 4,223). ▪ The EMC VNX5400 is the primary SAN moving forward. All SAN storage is being migrated to VNX5400 in next 120 days. ▪ The EMC VNX5400 is configured with SSD Flash Cache; SAS, and NL-SAS drives.
Workstation Standard

<ul style="list-style-type: none"> ▪ There are approximately 550 (293 desktops, 202 laptops, and 62 end user computing devices on the network. ▪ The manufacturer of these workstations is as follows: Dell – 89%, Panasonic – 11% ▪ The Current Standard PC configuration today is: <ul style="list-style-type: none"> • Manufacturer Dell • Processor Intel Core i5 • RAM 4/8 GB • Hard Disk Size 160-250GB • Video Card/RAM 512MB • Network Card Speeds 1GB • 3-yr warranty ▪ The majority of the workstations (36%) are 1-3 years old. Approximately 16% of them are less than a year, 25% between 3-5 years, 22% between 3-5 years, and 1% greater than 7 years. ▪ The majority of the workstations still uses Window XP operating system. Some of the workstations have been migrated over to Windows 7 operating system.
Web Browser Standard
<ul style="list-style-type: none"> ▪ Microsoft Internet Explorer 8 (on Windows XP), Internet Explorer 9 (on Windows 7) and Google Chrome.
Application Development
<ul style="list-style-type: none"> ▪ The current ERP system (Sungard HTE version 8.0.2.0) is hosted locally. This system runs on an IBM i5 system and V6R1 operating system. ▪ Additional modules on the ERP system are: DMS, Selectron, Executime, Building / Planning, Financial, and RVI Imaging ▪ The City uses hosted Office 365 for email services. There are approximately 520 email accounts. ▪ For reporting, Microsoft SQL Reporting Services. v2008 and Cognos; QREP. v7 are used. ▪ RVI v8.1 provides document imaging for the ERP system. ▪ Web content is managed using Vision Internet
IT Staffing Resources
<ul style="list-style-type: none"> ▪ The IT department is currently staffed by 14 people (1 IT Manager, 1 GIS Coordinator, 1 Operations Supervisor, 5 in the Network, Infrastructure, and Communications Division, and 5 Application and Business Analysts. ▪ To the most part the infrastructure team is self-sufficient. An external vendor provides support for the VoIP environment. ▪ The current environment is fairly well documented.

1.5 Other Planned Technology Initiatives

The City has ongoing and one-time project commitments that will run in parallel to this project.

As part of the proposal process Vendors should note in their staffing plans and proposed implementation schedules the peak work periods that will involve City staff. For reference and planning purposes, the information below is a general framework of known City IT related projects that will require staff dedication.

Project Description	Timing
SharePoint implementation	Present
Project portfolio management	Present
Court case management implementation	Next 12 months
IVR/Call Center integration for Utility Billing	TBD

The above is a limited list of the projects that may have a direct impact on IT staff resources. The department has approximately 15 active projects on which IT resources are currently engaged.

1.6 Expected Scope of System Solution

The City is requiring that responding vendors propose a complete solution, including software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor.

The following definitions should be considered relative to the list below:

- **Core:** Components of the solution that MUST be responded to by Vendors in the RFP.
- **Expanded:** Components of the proposed solution that may be optionally proposed by responding Vendors but are not mandatory to include in the Vendor's response.
- **Optional:** The City is interested in reviewing any functionality the Vendor can provide for these optional modules. These modules will not be part of the overall software evaluation, however the City does request that pricing for any optional modules is included in the Vendor's response.

In recognition of the City's unique requirements relative to Utility Billing, the City will also consider "stand-alone" proposals from Utility Billing Vendors; however the proposed solution must have the capability to integrate with a variety of systems. "Stand-alone" proposals for other Expanded Application Software will not be considered.

An outline of the required software system solution has been provided as follows:

Software:

- Core Application Software:
 - Accounts Payable
 - Bank Reconciliation
 - Budgeting
 - Cash Receipting
 - Contract Management
 - Fixed Assets
 - General Ledger
 - Grant Accounting
 - Human Resources
 - Inventory Management
 - Master Address
 - Miscellaneous Billing and AR
 - Payroll
 - Project Accounting
 - Purchasing
 - Time and Attendance
 - Any other necessary software components to support the proposed Core Application Software solution
- Expanded Application Software and Related Technologies:
 - Utility Billing
 - Business License
 - Debt Management
 - Investment Management
 - Others not requested but proposed by responding Vendors

- Optional
 - Inspections and Code Enforcement
 - Fleet and Equipment Management
 - Planning and Zoning
 - Permitting

Services:

- **Required Services**
 - Project Management
 - Hardware design and installation consulting
 - Software Installation
 - Data Conversion
 - Report Development
 - Integration and Interface Development
 - Software Modifications
 - Implementation and Training Services
 - Change Management
 - Knowledge Transfer to Staff
 - System Documentation Development
 - Operational Redesign Assistance
 - Ongoing Support and Maintenance Services
- **Optional Services**
 - On-Going Hosting Services

It is important to note that the City is considering both a City-hosted and a Vendor-hosted solution. It is optional, but not mandatory, for Vendors to provide information on both solutions as part of their RFP response. If a Vendor does propose a Vendor-hosted solution, any differences from a City-hosted solution must be clearly delineated in the appropriate sections of the RFP response.

Additional details and descriptions related to the specifics of the expected scope can be found in section 3 – Proposal Response Format.

1.7 Summary of Key Transaction Volumes

A summary of key transaction and operating volumes and standards is included below. These volumes and standards reflect actual & estimated amounts for the current environment.

City Operating Volumes/Standards	Current
Population	78,280
Form of Government	City Commission / Manager
Jurisdictional Area (Square Miles)	33.27
Budget (General Fund) – original adopted budget, includes contingency, reserves, and unappropriated ending fund balance	Annual (FY 13/14) - \$45,717,950; Biennium - \$82,546,560
Budget (All Funds) – original adopted budget, includes contingency, reserves, and unappropriated ending fund balance	Annual (FY 13/14) - \$302,605,825; Biennium - \$496,196,371

City Operating Volumes/Standards	Current
Number of Current System Users (Total Current - estimated)	200
General Ledger / Bank Reconciliation	
Fiscal Year End	June 30th
Number of Funds	70
Budgeting	
Pre-Encumbrance Controls?	No – budget is not automatically updated with this information. Each dept. determines whether any open purchase orders should be included in their budget requests and projections
Encumbrance Controls?	No – see answer above
Position Control?	No - Position control is currently manually updated based on information approved through the budget process. There is no integration from the budget module to the payroll module.
Budget Entry Model (Centralized or Decentralized):	Decentralized – each department enters their own budget requests
Number of Approval Levels	4 – Department Request, City Manager Proposed, Budget Committee Approved, City Council Adopted. Must have these 4 levels for each year of the biennium
Budget Frequency	Biennial
Purchasing/Contract Management/Inventory	
Use of NIGP/Commodity Codes?	not currently
Number of Requisitions per Month	570
Number of Purchase Orders per Month	400
Number of Blanket Purchase Orders per Month	n/a
Number of Invoices With a Purchase Order per Month	1,000
Number of Invoices Without a Purchase Order per Month	416
Number of Vendors in Purchasing System	3,609 active 12,006 total
Use of Inventory Item Codes?	not currently
Number of Item Ship to Locations	25
Accounts Payable	
Number of Vendors Maintained in Accounts Payable System	3,609 Active 12,006 Total
Number of Invoices Input Annually	17,000

City Operating Volumes/Standards	Current
Frequency of Check Runs	4 per month (1X / week)
Check Signature Method	Electronically stored on a USB card – checked out as needed
Payment Types <i>Currently</i> Supported	Check / EFT/ Wire
Number of 1099s Processed Annually	151
Cash Receipting	
Receipting Model (Centralized or Decentralized)	Decentralized
Number of Cash Registers / POS Terminals	1 POS; 10 USB Credit card readers (link to Cash receipting)
Human Resources and Payroll	
Number of Permanent Employees	429
Number of Part-Time/Temp/Seasonal Employees	80
Number of Bargaining Units	3
Number of Applicants (Annually)	3792 (since 1/1/13)
Payroll Frequency	Semi-Monthly
Business Licensing	
Number of Business License Holders	6,500
Number of Annual Business License Applications	1,000
Facilities Management	
Number of City Buildings Managed excluding WRF	23
Number of Facility Equipment Managed	70+
Water Reclamation Facility (WRF) - Buildings	20 (56,542 sq ft)
Fleet & Equipment	
Number of Vehicles and Equipment Managed	560
FTE Focused on Servicing Fleet & Equipment	4
Number of Annual Fleet Additions	20
Number of Annual Fleet Dispositions	15
Permitting & Inspections	
Number of Annual Inspections – CDD except Private Development Engineering (ROW, Grading, Water Meter) includes signs	41,832
Number of Annual Permits – CDD except Private Development Engineering (ROW, Grading, Water Meter) includes signs	10,298
Number of Annual Inspections - Fire	3,000
Number of Annual Permits - Fire	100
Number of Annual Inspections - Engineering	1500
Number of Annual Permits - Engineering	817
Utility Billing	
Major services billed	Water, Sewer & Storm Water

City Operating Volumes/Standards	Current
Read Method	AMR & Manual (very few manual)
Frequency of Billing	Monthly (Water & Sewer) & Quarterly (Storm Water)
Number of Billing Cycles	4
Number of Annual Bills	400,000
Number of Annual Late Reminders/Notices	40,000
Number of Annual Shut Offs	975

1.8 Overall Evaluation Process

Responses to this RFP will be evaluated by a committee consisting of various process owners within the City. The City’s intent is to acquire the solution that provides the best value to the City and meets or exceeds both the functional and technical requirements identified in this RFP.

The City will be using the following process to reach a finalist Vendor decision:

1. **Minimum Criteria:** As part of the Vendor's RFP response, the following minimal criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Vendor's response from further consideration:

- **Minimum Client Software Installations**
Must have provided software for at least one previous municipality of similar size and complexity.
- **RFP Response**
RFP response is received by the due date and time.
- **Response Authorization**
The RFP response is signed by an authorized company officer.
- **Response Completeness**
Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City’s Purchasing Manager to be either a defect that the Manager will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.

2. **Round 2 Evaluation:** For those Vendors whose proposals pass the minimal criteria, the following categories of criteria will be used to further evaluate the proposals:

Functional requirements	30
Cost including both initial and on-going	30
Implementation requirements	15
Technical requirements	15
General Vendor to include number and size of comparable municipal installations, financial stability, completeness of response, and quality of proposal response	10
Total	100

3. **Round 3 Evaluation:** The top Vendors in the second round evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up questions and answers with the Vendors.
- On-site Vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation, and other due diligence.
- Reference checking with comparable entities using the Vendor's product.
- Potential site visits to comparable entities using the Vendor's product.

At any point in time during the third round of evaluation, a Vendor may be excluded from further consideration. At the conclusion of the round three activities, the finalist Vendors will be judged on all information collected to date against the following criteria:

Functionality	25
Service and support	15
Investment and costs	20
Ability to deliver "out of the box" functionality	15
Technical requirements	15
Other value added	5
Vendor Viability	5
Total	100

The City will then enter into contract negotiations with the Vendor whose overall solution best meets the needs of the City over the long-term.

2 Vendor Proposal Guidelines

2.1 Intent

It is the intent of the City of Bend, OR (“the City”), through this request for proposal and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposal.

Entities intending to submit a proposal should register with the Central Oregon Builders Exchange as a planholder in order to receive addenda and notices. This can be done free of charge on-line or by contacting Central Oregon Builders Exchange at: (541) 389-0123, Fax (541) 389-1549, or email at admin@plansonfile.com.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor.

The Vendor shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

2.2 Deadline for Proposals

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these guidelines may be rejected as non-responsive.

Proposals must be submitted **by 3:00 p.m., local time, January 30th, 2014** to:

City of Bend
Attn: Gwen Chapman, Purchasing Manager
710 NW Wall St., 2nd Floor
Bend, OR 97701

The Vendor must submit **One (1)** signed, completed, original **version** and **five (5) copies** of the Vendor's technical proposal and cost proposal. The first page of the original proposal should be marked “Original” and the first page of the copies should be marked “Copy.” The Vendor must also submit an electronic copy on media device (e.g.: DVD, CD-ROM, Flash Drive.)

The proposals should also include the following files:

ERP Software and Implementation Services - Specifications.xlsx
ERP Software and Implementation Services - Pricing Forms.xlsx
ERP Software and Implementation Services - Vendor Forms.docx

A technical proposal and a cost proposal must be accompanied in the same package. The electronic copy of the Vendor technical proposal response shall include the completed specification worksheets that have been provided in Microsoft Excel (available on the City's website at: www.bendoregon.gov/erpdocs.) The electronic copy of the Vendor cost proposal shall include the completed pricing worksheets that have been provided in Microsoft Excel.

All proposals must contain the following wording clearly marked on the outside of the envelope:

Enterprise Resource Planning (ERP) System Solution - IT14AA

Additionally, Vendors must send **one (1)** complete hard and **one (1)** electronic copy (including the files specified above) of both the technical and the cost proposal responses to:

Plante & Moran, PLLC
Attention: Kim Szlachetka
27400 Northwestern Hwy
PO Box 307
Southfield, MI 48037-0307

Proposals received after the deadline will not be accepted and will be returned to the sender unopened via certified mail. Proposals may not be delivered via facsimile or e-mail. Proposals shall be sent or hand delivered to the above address. The full name and address of the proposer will be clearly marked on the outside of the package.

2.3 Preparation of Proposals

Proposals shall be prepared in accordance with the proposal response format, section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

2.4 Requirements for Signing Proposal

1. Each proposer, by making a proposal, represents that this document and all addenda have been read and are fully understood.
2. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. All manual signatures must have the name typed directly under the line of the signature.

2.5 RFP Clarifications and Questions

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum. Failure on the part of the prospective proposal responder to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal. Vendor will acknowledge receipt of each addendum issued by stating so in his/her proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a Vendor shall be binding.

All inquiries regarding this proposal must be written and should be **emailed** with a subject line of "ERP System Solution Project" to: gchapman@bendoregon.gov

Inquiries regarding the proposal will be accepted up to and including **January 20th, 2014 at 3:00 PM local time**.

2.6 Vendor Pre-submittal Meeting

A **mandatory** Vendor pre-submittal meeting will be held on **January 7th, 2014 at 10:00 AM** local time at:

Council Chambers, City of Bend
710 NW Wall St. , 1st Floor
Bend, OR 97701

Teleconferencing will be available with the following number:

Dial in #: 866-782-7510
Participant Code: 9709627

Proposals will only be accepted from attendees of this meeting. Attendance via teleconference will be considered as having met the mandatory attendance requirement.

2.7 Consideration of Proposals

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. Proposals on "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate that character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements but which may comply substantially therewith.

2.8 Basis for Award, Evaluation Criteria and Questions

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to the qualified proposal responder as detailed in Section 1.8.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interest of the City at its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest at its sole discretion.

The selected proposer agrees to enter into a contract in the form of RFP Section 5. Any exceptions must be explicitly noted in the Proposal in the checklist forms provided. By submitting a proposal, the proposer agrees to all contract terms in RFP Section 5 not explicitly excepted to on the checklist form.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Council.

2.9 Advice of Omission or Misstatement

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the *RFP Clarifications and Questions* section above of such omission or misstatement.

2.10 Confidential Information

All proposals submitted are the property of the City of Bend and are public records. All documents received by the City are subject to public disclosure after the City selects a contractor. Information deemed by the proposer as exempt under Oregon's public records law should be clearly marked by the proposer as "Proprietary". The City will make an independent determination regarding exemptions applicable to information that has been properly marked and segregated.

The City will be free to use all information in the Vendor's proposal for the City's purposes. Vendor proposals shall remain confidential until the City's Executive Team makes its recommendation to City Council.

2.11 Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the City.

2.12 Award of Contract

The Vendor shall be deemed as having been awarded a contract when the formal notice of acceptance of the Vendor's proposal has been duly served upon the intended awardee by an authorized agent of the City. Note that the successful Vendor, at the time of contract execution, must be licensed to do business in the State of OR.

2.13 Tax Exempt Status

Oregon does not have a sales tax. The City's Federal Taxpayer ID No. is 93-6002126. The City is exempt from federal excise tax. All prices should be quoted FOB Bend, OR.

2.14 Reserved Rights

The City reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and to select the firm which, in the sole opinion of the City, best meets the City's needs. The City also reserves the right to negotiate with potential Vendors so that the City's best interests are served.

2.15 Advertising

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

2.16 Trademarks

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

2.17 Right to Request Additional Information

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

2.18 Right of Refusal/Cancellation

The City reserves the right to refuse or reject any or all proposals not in compliance with all prescribed public proposal procedures and requirements, and may reject for good cause any or all proposals in accordance with ORS 279B.100.

The City reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of award.

2.19 Proposal Preparation Costs

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subcontractors in responding to this request for proposal.

2.20 System Design Costs

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

2.21 Pricing Eligibility Period

All Vendor proposals are required to be offered for a term not less than **180 calendar days** in duration. A proposal may not be modified, withdrawn or cancelled by Vendor during the 180 day time period following the time and date designated for the receipt of proposals. It is the City's intent to procure that software solution that meets that long term criteria of the City. The City, during the course of the selection process may decide to purchase a subset of the Vendor's proposal components with the initial contract. The City requires that Vendors agree for a period of (3) years from the date of the Vendor's proposal to honor software and services pricing established within the Vendor's proposal response for Vendor proposed components which are not included in the City's initial purchase. The price of the proposed components can only be increased by the Vendor during such time period by an amount equal to the annual CPI-W adjustment for the West region or 3%, whichever is less.

2.22 Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

2.23 Turnkey Solution

All prices quoted must include all hardware equipment software and services necessary to make the system specified fully operational for the intent, function, and purposes stated herein. The City reserves the right to purchase hardware separately.

2.24 Purchase Quantities

The City reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

2.25 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendors that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

The City reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities in the proposal process and to accept any proposal in the best interest of the City.

2.26 Insurance Requirements

The City will require the finalist Vendor to retain insurance coverage in amounts and kinds to be negotiated with the finalist. Please refer to the sample minimal contract terms and conditions in section 5.

2.27 Protests

Any complaints or perceived inequities related to this RFP shall be in writing and directed to the Issuing Officer at the address below. Protests related to the solicitation shall be received within the deadlines set for questions. Protests of the award must be made within five working days after notification of the selected proposer. Issuing Officer: Gwen Chapman, Purchasing Manager, 710 NW Wall Street, 2nd Floor, Bend, OR 97701.

3 Proposal Response Format

To facilitate the analysis of responses to this RFP, the Vendor is required to prepare their proposals in accordance with the instructions outlined in this section. **Vendors must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

For each question asked in the RFP, the proposer shall provide in their response, the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Title
	Proposal Signature Form
1	Executive Summary
2	Company Background
3	Application Software
4	Technical Requirements
5	Vendor Hosted Option
6	Implementation Plan
7	Staffing Plan
8	Ongoing Support Services
9	Functional System Requirements
10	Client References
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments
14	Additional Materials
15	Cost Proposal
16	Addenda

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

Costs for the Vendor's proposed solution should be submitted on the proposal pricing forms provided in the included Microsoft Excel pricing spreadsheet. Costs should include the complete costs for the solution including travel and operating costs. Use additional pages as needed.

3.1 Executive Summary (Section 1)

This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

3.2 Company Background (Section 2)

In addition to providing responses to the following items, the Vendor must complete the **Company Background Form** in **section 7.5** of this RFP.

Vendors must provide information about their company so that the City can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. Information that Vendors should provide in this section are as follows:

1. The company's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.
4. If the Vendor is proposing to use subcontractors on this project, please provide background information on each subcontractor, Vendor relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The City has the right to approve all sub-contractors of the Vendor at any time.

3.3 Application Software (Section 3)

As the City is contemplating a City-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.
5. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
 - a. Reason that this product is a third-party product versus being part of the software Vendor's solution,
 - b. Extent to which this third-party product is integrated with the Vendor's solution.

3.4 Technical Infrastructure (Section 4)

The Vendor shall provide the information described in this section. The information will be used in the evaluation process. Vendors should identify where conflicts may exist between their solution and current technologies being used in the City as described in section 1.4.

In addition to providing responses to the following items, the Vendor must complete the **Technical Requirements Form** in **section 7.6** of this RFP, and include it in this section of the response.

As the City is contemplating a City-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

1. Hardware and Storage Environment
 - a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the City, application modules, database size, and anticipated growth, must be provided.
 - b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Vendors you partner with or recommend and/or support.
 - c. Describe your proposed information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, Vendors, invoices, etc.)

3.5 Vendor Hosted Option (Section 5)

Note: response to this section is optional. Vendors will not be penalized for lack of response to this section.

In addition to providing responses to the following items, the Vendor must complete the **Vendor Hosting Form** in **section 7.7** of this RFP, and include it in this section of the response.

1. Please describe your **vendor hosted model**, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the City's network and bandwidth, and any partners that may be involved in service delivery.
2. Please describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
3. Please describe your **support model**, including: cost structure for support calls.
4. Please describe your **data center and storage facilities**, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.
5. Please describe your **logical security**, including: firewall security, authentication controls, and data encryption capabilities.
6. Please describe your **change management**, upgrade, and patch management policies & practices?
7. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
8. Describe how you will help the City move to a new operation at the **end of the contract** term or if the contract is terminated, including the process for notifying of termination.
9. Please provide a copy of your most recent **SSAE 16 Type II audit**.

3.6 Implementation Plan (Section 6)

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan using Microsoft Project that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Hardware, Software & Storage Design and Installation Consulting
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Change Management Approach
9. Testing
10. Operational Redesign Approach
11. System Documentation and Manuals
12. Disaster Recovery Plan
13. Knowledge Transfer

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that additional elements may add value to the overall implementation.

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Vendors proposed implementation plan are included in the following subsections.

As the City is contemplating a City-hosted versus Vendor-hosted solution, aspects of the services to be provided should be clearly delineated where they vary between these two approaches.

3.6.1 General Implementation Approach (Section 6.1)

Provide a general overview of the implementation approach you plan to use for the City that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the City.
3. Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?
4. Describe your approach towards running parallel systems for a period of time.

Any unique tools, techniques or methods that you use should be described in this section.

3.6.2 Project Management Approach (Section 6.2)

In addition to providing responses to the following items, the Vendor must complete the **Project Management Approach Form** in **section 7.8** of this RFP, and include it in this section of the response.

The City expects the Vendor to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the City's project management office ("PMO"). It is expected that this project manager will be "on the ground" as appropriate to team with the City PMO. This project manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

As part of any significant engagement, the City employs a project management approach that is based on the Project Management Institute's project management body of knowledge (PMBOK). The City would expect responding Vendors to adhere to such standards as part of the project.

Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

3.6.3 Hardware, Software and Storage Design and Installation Consulting (Section 6.3)

The City usually installs the required hardware and communications equipment for applications. We are open to other proposals to accomplish a successful deployment. The Vendor is expected to specify, furnish, deliver, install and support all application and system software that may include pre-

installing or equipment staging. What do you propose for the most effective deployment of hardware, communications and related equipment?

Additionally, the City expects the selected Vendor to conduct a test of the system backup and recovery solution prior to go-live.

3.6.4 Data Conversion Plan (Section 6.4)

It is anticipated that data conversion will occur when migrating to the new application. The Vendor is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new ERP. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

In addition:

1. Describe your general approach towards data conversion and how you would work with the City to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention of legacy data.

3.6.5 Report Development (Section 6.5)

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to the City staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc. In addition to providing responses to the following items, the Vendor must complete the **Report Development Form** in **section 7.9** of this RFP, and include it in this section of the response.

Provide information on your reporting approach including:

1. Description of various methods of reporting including Business Intelligence,
2. Methods for the City to identify, specify, and develop required custom City reports during the implementation.

3.6.6 Integrations and Interfaces (Section 6.6)

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the City. Existing City interfaces between core modules that may currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated ERP System.

The Microsoft Excel pricing sheet contains a listing of current and/or desired City application interfaces. Please provide pricing for interface development in the associated Microsoft Excel pricing spreadsheet.

In addition:

1. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced
2. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
4. As it pertains to the City's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the City.
5. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?
6. The Microsoft Excel pricing spreadsheet contains a listing of current and/or desired City application interfaces and their likely need in a future integrated environment. Provide pricing for interfaces in the associated Microsoft Excel pricing spreadsheet

3.6.7 Training (Section 6.7)

In addition to providing responses to the following items, the Vendor must complete the **Training Form** in **section 7.10** of this RFP, and include it in this section of the response.

The City intends to explore the advantages, disadvantages and related costs of two implementation training approaches:

1. **End-User Training Approach:** All end-user and technical training will be performed on-site through implementation and be performed by the Vendor.
 - a. End-user implementation training will be provided by the Vendor and include joint participation by the relevant City process owner team lead supporting the process area in the new software system.
 - b. Technical Implementation training will include training for City IT staff on the technologies required to support the new ERP system.
2. **Train the Trainer Approach:** The Vendor will incorporate a "train the trainer" approach where only key City team leads will be trained through implementation on their modules and then they will train the remainder of the City staff in their respective areas.
 - a. There would be roughly 8-10 subject matter experts (SME's) for each module including one team lead. This training would be provided at a City facility.
 - b. Training materials supplied by the Vendor would be used by SME's and team leads for training their staff.
 - c. Web conference or remote online tutorial sessions would be available to SME and team lead staff to participate in after initial training was completed in their module.
 - d. Technical implementation training will include training only key IT staff (3-4) to support the new system.

The Vendor should provide an overall description of **both** training methods, including the following:

- General timeframes in which both types of training will be conducted
- The Vendor must list the nature, level, and amount of training to be provided for both options in each of the following areas:
 - Technical training (e.g., programming, operations, etc.)
 - User training

- o Other staff (e.g., executive level administrative staff)

3.6.8 Change Management Approach (Section 6.8)

The City recognizes that a movement from the current environment to a new solution will present change management challenges. The Vendor should clearly identify their approach towards Change Management including any unique approaches or tools that will be used.

3.6.9 Testing (Section 6.9)

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the City related to such testing:

- a. System testing
- b. Integration testing
- c. Stress/performance testing
- d. User acceptance testing (UAT)

3.6.10 Operational Redesign (Section 6.10)

With the deployment of a new application, the City wishes to take advantage of capabilities within the software that provide support for operational improvements. Vendors are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

In addition, please describe your organization's capabilities to assist in a Citywide redesign of the chart of accounts to best leverage the capabilities of the system in order to meet the City's overall financial tracking and reporting objectives.

3.6.11 System Documentation and Manuals (Section 6.11)

The Vendor is expected to provide user manuals and online help for use by the City as part of the initial training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the course of the project.

3.6.12 Disaster Recovery Plan (Section 6.12)

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution.

3.6.13 Knowledge Transfer (Section 6.13)

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to City staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

3.7 Staffing Plan (Section 7)

In addition to providing responses to the following items, the Vendor must complete the **Staffing Plan Form** in **section 7.11** of this RFP and include it in this section of the response.

1. The City anticipates a 50/50 split of work effort between the Vendor and City staff to be utilized throughout the duration of the implementation effort. The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for City staff involvement during the project (for both a City-hosted and Vendor-hosted solution). Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

3.8 Ongoing Support Services (Section 8)

In addition to providing responses to the following items, the Vendor must complete the **Ongoing Support Services Form** in **section 7.12** of this RFP, and include it in this section of the response.

1. Please specify the nature and conditions of any post-implementation support options including:
 - a. Post-go live support that is included in the proposal response
 - b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
 - c. Telephone support,
 - d. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
 - e. Toll-free support line
 - f. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?)
 - g. Online knowledgebase (i.e. – how it is accesses, who updates it, etc.)
2. Describe your maintenance programs and options with associated pricing.
3. Describe and provide pricing for any “software as a service” (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly charge which may include maintenance).

3.9 Functional System Requirements (Section 9)

Responses to the requirements referenced in section 4 of this RFP must be provided in this section of the Vendor's response. Use the Microsoft Excel specification spreadsheet provided and attach added explanation pages as necessary. Please include any costs associated with modifications in the Microsoft Excel pricing spreadsheet.

3.10 Client References (Section 10)

The Vendor must provide at least five references from clients that are similar in size and complexity to the City. The format for completing the Vendor references is provided in **section 7.13** of this document. In addition, the City requests a listing of all municipal clients. If possible, at least one of these references should be a Vendor-hosted solution if that option is provided.

3.11 License and Maintenance Agreements (Section 11)

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (*i.e.*, hardware, software, operating system, database, etc.). Indicate the basis on how licenses are determined.

3.12 Exceptions and Deviations (Section 12)

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

3.13 Other Required Forms and Attachments (Section 13)

Please provide all other required forms in this section:

- a. Contract terms and conditions compliance checklist
- b. Contract terms and conditions compliance checklist – Exception explanation
- c. Proposal Signature Form
- d. Non-Collusion Affidavit
- e. Minimum Criteria
- f. For Vendors who are proposing a hosted solution, please additionally supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SSAE 16 Type II audit.

3.14 Additional Materials (Section 14) - Not Applicable

3.15 Cost Proposal (Section 15)

Costs for the Vendor's proposed solution should be submitted on the proposal pricing forms provided in the associated Microsoft Excel pricing spreadsheet (available at <http://www.bendoregon.gov/erpdocs>).

- The City will not consider time and materials pricing. Vendors shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other.
 - The Vendor shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
 - In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.
 - In the event the product or service is not being included in the Vendor proposal, the item should be noted as "No Bid".
- Vendors shall provide all pricing alternatives in these cost sheets.
 - Vendor shall provide prices in U.S. dollars.
- Vendor shall make clear the rationale and basis of calculation for all fees.
- Vendors shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

In presenting software license fees, the Vendor shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), and machine classes are included for each price;
- Indicate whether a product is for "server" or "client," as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

To the extent possible, Vendors shall show any applicable discounts separately from the prices for products and services.

The City prefers that Vendors provide separate prices for each item in the proposed solution. However, the Vendor is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City.

The City reserves the right to pursue direct purchase of all items and services proposed, as well as to obtain independent financing.

The City is strongly considering both a vendor-hosted solution through an ASP or SaaS licensing model and a traditional on-premise solution. As such, the City is requesting proposals to include detailed information regarding the Vendor's hosting and licensing options. If multiple solutions are proposed, please include a separate pricing form for each hosting/licensing model.

3.16 Addenda (Section 16)

Include all original, signed copies of addenda in this section.

4 Functional Requirements

4.1 Introduction

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of the City in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

Identified in the Excel spreadsheet (version 2010; available from the City’s website at <http://bendoregon.gov/erpdocs>) are the requirements that must be addressed by the vendor's proposal.

These requirements are considered mandatory in implementing the complete solution as defined in section 3. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the City’s current and future data needs. Vendors must replace cells A1:G1 in the first module (General and Technical Requirements) with the vendor’s **Company Name** which will be repeated and printed for each subsequent module. The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the City:

“H” – High:	This would be a feature that the City already has and uses in its current software or, alternatively, is available and/or tracked in a shadow system (i.e., spreadsheet, document, external database, etc.).
“M” – Medium:	This is a feature that the City would like in the new system that is not currently being tracked or is not existing functionality.
“L” – Low:	This would be a feature that, while of interest, is not applicable at this time or something that could be a future deployment.

Each vendor should review the specifications and reports listed in each subsection and respond as to their availability within the vendor’s software system. The responses should be entered under the **“Availability”** column of each form as follows:

Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software Vendor from the primary software Vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.
N	Functionality is not provided

Use the **Cost** column for “M” or “F” responses to estimate the cost to be incurred by the City to secure the specification/report. Use the **Comment** column to provide additional comments pertaining to your response for that item.

The **Required Product(s)** column is to be used to specify what product (e.g. product name / software module) is proposed. The cells D10:G10 in the form which currently read “*Replace this text with the primary product name(s) which satisfy requirements*” must be updated. This name will be automatically populated in the **Required Product(s)** column for each specification in the module. The automated values in this column must be updated for any exceptions where a different or additional product is required to satisfy the requirement.

Vendors proposing a multi-product solution should complete a General and Technical module specification response for each product.

5 Contract Terms and Conditions

This contract is between the City of Bend, an Oregon municipal corporation (City) and _____ (Vendor).

5.1 Scope of Agreement

Vendor shall license the Software and provide the services (as defined in the Vendor's proposal in response to this RFP #IT14AA) to City, subject to the terms and conditions stated in this Agreement. The costs described in Exhibit <__> are inclusive of project management services and include turn-key data conversion, chart of accounts design assistance, software configuration, integration with third-party systems, Formal Acceptance testing, and initial account balancing. The implementation of the Software and provision of services shall be as described in Exhibit <__>. City agrees to provide server and desktop hardware configured as described in Exhibit <__> based on Vendor's recommendation.

5.2 Professional Services Warranty

- A. Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- B. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the City's premises shall obey the rules and regulations that are established by the City and shall comply with the reasonable directions of the City's officers. The City may, at any time, require the removal and replacement of any of Vendor's employees.
- C. Vendor shall be responsible for the acts of its employees and agents while on the City's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the City's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the City, any damage that it, or its employees or agents, may cause to the City's premises or equipment; on Vendor's failure to do so, the City may repair such damage and Vendor shall reimburse the City promptly for the cost of repair.
- D. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the City's contact person and thereafter, if requested, furnish a full written report of such accident.
- E. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the City's staff or visitors.
- F. Vendor and its employees or agents shall have the right to use only those facilities of the City that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the City. The City shall also extend parking privileges to properly identified members of Vendor's full-time staff on the same basis as they are extended to the City's staff.

- G. The City shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees, subcontractors, or material-men.

5.3 Indemnification

- H. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless, and defend the City and its agents, employees, officials and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting in any way from Vendor's performance of this contract, provided that the claim, cause of action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death to any person, including employees or agents of the Vendor, subcontractor, or construction manager, or to injury to or destruction of tangible property including resultant loss of use relating to in whole or in part to a negligent or otherwise wrongful act or omission of the Vendor, a subcontractor, the construction manager, anyone directly or indirectly employed by them, or any for whose acts they may be liable, regardless of whether or not the claim, cause of action, damage, loss or expense is caused in part by the City, its agents, employees or officials. . Vendor shall not be obligated to hold harmless, indemnify, or defend the City or its agents, employees, officers, or successors if any claim, cause of action, damage, loss or expense arises from the sole negligence or fault of the City, its officials, agents and employees.
- I. Vendor shall assume the defense of the City pursuant to the provisions of the paragraph above within 14 days of receipt of written notice. Any legal cost or expense, including attorney's fees, incurred by the City for enforcement of its rights under the paragraph above between the time by which Vendor should have assumed the City's defense and the time when Vendor assumes the City's defense shall be reimbursed by Vendor. Any legal cost or expense, including attorney's fees, incurred by the City in the successful prosecution of any litigation or arbitration seeking to enforce the provisions of the paragraph above or in negotiating a settlement of such claim, shall also be reimbursed by Vendor.
- J. Should the parties agree to submit claims, disputes, or other matters arising out of this Agreement to arbitration, they may do so only with written agreement of all parties, including the City.

5.4 Pricing

All prices for Vendor's services are firm for the term of the Agreement. The City shall pay Vendor for satisfactory performance of the services according to Exhibit ____.

5.5 Insurance

The Vendor must have adequate insurance, for damage or loss, for all equipment and other valuables until such time as the City receives good and clear title. In defining insurance coverage, the Vendor shall secure full replacement value for the system without the requirement that the City be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by the Vendor shall be used to secure replacement equipment for the City.

The City, at its option, may require the Vendor to provide certificates describing, to the satisfaction of the City, evidence of proper (as required by the State of Oregon) workers compensation and liability insurance for all Vendor staff and representatives involved in the installation of the computer equipment and software. **The City shall be named as a primary additional insured without any contribution from any insurance or self-insurance of the City of Bend, unless prohibited by Oregon law.**

The Vendor agrees to hold harmless and defend the City and its agents, officials and employees from any liability, claim, or injury related to or caused by fault or negligence of Vendor employees or subcontractors. In order to demonstrate this responsibility, the Vendor shall furnish the City with evidence of valid commercial general liability insurance coverage in the amount of one million dollars (\$1,000,000) for each occurrence for personal injury (including death or dismemberment) and property damage related to or resulting from shipping, installation, operation, or removal of the proposed automated system. The insurance policy shall make clear this coverage of the City installation. The City shall be named as a primary additional insured without any contribution from any insurance or self-insurance of City, unless prohibited by Oregon Statutes. The insurance policy shall be initiated prior to the installation of the system and maintained until final acceptance of the system by the City according to the prescribed procedures. The Vendor shall furnish to the City a copy of the insurance policy and all subsequent changes or updates. An endorsement or statement waiving the right of cancellation or reduction in coverage unless 30 days prior written notice is given to the City by registered or certified mail shall be included.

5.6 Insurance Coverage

As a condition of performing work for the City, Vendor must provide satisfactory evidence of insurance coverage as follows:

- A. Commercial general liability of at least \$1,000,000;
- B. A minimum umbrella policy of \$3,000,000;
- C. Professional Liability or Errors and Omissions Insurance with the provision to purchase an unlimited tail and a limit of \$2,000,000.
- D. Statutory workers compensation with \$500,000 of Employers Liability for all sections.

The coverage shall be the minimum amounts and shall not be diminished during the term of this Agreement and the Vendor shall provide copies of all certificates of insurance to the satisfaction of the City as to coverage and content and shall maintain such coverages for at least six years from the completion of the Project.

Other Requirements

Evidence of insurance coverage, required herein, is to be provided to us in ACORD Certificate Form 25 or 25-S or an equivalent form and must indicate:

- A. That Commercial General Liability insurance policy includes coverage for item specified in 10.A above.
- B. A Best's rating for each insurance carrier at B+VII or better.

- C. That the insurance company will provide 30 days written notice of cancellation to the certificate holder and other words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” do not apply or have been removed.
- D. That the “City of Bend” is additional insured on the General Liability policy certified,

Insurance Options

General Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess liability policies.

Notify Your Insurance Agent

Vendor may prevent unnecessary follow up resulting from incomplete insurance certificates, by sending or faxing a copy of these insurance requirements to Vendor's agent when requesting an insurance certificate.

5.7 Entire Agreement Clause

This Agreement, including appendices and referenced Exhibits, constitutes the entire Agreement between the City and Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

5.8 Assignment

Neither party to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement unless the other party to the Agreement gives prior written consent.

5.9 Agreement Extension and Modification Clause

The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement.

Under no circumstances shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Vendor by City should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

5.10 Term and Termination Clause

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within 10 business days. Should the defaulting party fail to remedy the same within said period, the other party shall have the right to terminate this Agreement by giving the other party 30 days' written notice. The City may terminate this Agreement by giving 30 days' notice in writing via certified mail to Vendor. In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Vendor and shall not be dismissed within 30 days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor's property shall be appointed and such appointment shall not be vacated within 30 days, the City shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving 30 days' notice in writing of such termination.

5.11 Limitation of Liability

- A. Limitations. If City should become entitled to claim damages from Vendor for any reason (including without limitation, for breach of contract, breach of warranty, negligence, other tort claim, or replacement of a solution), Vendor will be liable only for the amount of City's actual Direct Damages. In no event will Vendor be liable to City (in the aggregate for all claims made) for more than:
- i. 1.25X the Value of the Agreement to the extent the City's actual Direct Damages are a result of the failure to gain Conditional Acceptance or Final Acceptance of Phase I or Phase II Software (as the Phases are defined in the Project Scope and Requirements) up until City's Conditional Acceptance or Final Acceptance of Phase II Software; or,
 - ii. Following Final Acceptance of Phase II Software, 1X the Value of the Agreement for the City's actual Direct Damages that are a result of any other claim brought under the Agreement that arises after final acceptance.

For avoidance of doubt: (a) "Value of the Agreement" shall mean the one-time charges for implementation services and Software licenses, but excluding ongoing charges such as maintenance, (b) failure to gain Conditional Acceptance does not include a decision by the City to not put the Software in production following successful User Acceptance Testing, and (c) at no point will clause (i) and (ii) be cumulative; 1.25X will apply through Final Acceptance for Phase II, and then will be reduced to 1X.

- B. No Liability for Certain Damages. In no event will Vendor or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided by Vendor under the Contract be liable for: (i) any damages arising out of or related to the failure of City or its suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims covered by the indemnification obligations under Part I - Section 7 and Part I -Section 8); or (iii) any consequential, incidental, indirect, exemplary or punitive damages, even if Vendor has been advised of the possibility of such damages.
- C. Exclusions from Limitation: Survival. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in Part I - Section 7 and Part I - Section 8. The limitations of liability set forth in this Part I - Section 15 will survive and apply

notwithstanding any determination by a court of law that a limited or exclusive remedy for breach of warranty set forth in the Agreement is inadequate. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

5.12 Applicable and Governing Law Clause

This agreement is subject to and shall be interpreted under the laws of the State of Oregon. The parties agree that the appropriate venue and forum for all legal actions is the Deschutes County Circuit Court.

5.13 Public Records

Vendor understands that City is subject to Oregon public records law and shall not restrict or otherwise inhibit City from complying with public records requests.

5.14 Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. These confidentiality covenants shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to Public Records requests.

5.15 Title and Confidentiality

Title and full rights to the Software licensed under this agreement, including, without limitation, all related intellectual property rights, and any copies City may make, remain with Vendor. It is agreed the Software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions are or may be copyrighted, and City shall take all reasonable steps necessary to protect the confidential nature of the Software, as City would take to protect its own confidential information. City further agrees that City shall not make any disclosure of any or all Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or Subcontractors working for City to whom such disclosure is necessary. City shall appropriately notify all employees, agents, and Subcontractors to whom any disclosure is made that disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon City, its employees, agents, and Subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if City is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to Oregon public records law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

5.16 Notices

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Actually received, or
2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
3. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or
4. Upon delivery by the City of the notice to an authorized Vendor representative while at City site.

Note that if Vendor anticipates missing a due date, then Vendor must notify City immediately so that a mutually acceptable revised due date can be agreed to. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of the intended receiving party's new address will be borne by the intended receiving party. The addresses of the parties to this License are as follows:

Vendor

<Address>

5.17 Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

5.18 Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by forces beyond the control of the party whose performance is delayed.

5.19 120 Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond 120 days from the scheduled delivery or completion date of a task, unless by prior [to the end of the 120 day period] written approval is received from the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

5.20 Right of Cancellation

Either party shall have the right to cancel the contract Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of 120 or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to the City, the Vendor may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a Force Majeure after title passes to the City, the system shall remain with the City and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

5.21 Incorporation by Reference

The Vendor shall supply equipment, wiring, technology, training, and other related services adequate to accomplish the requirements as set forth in the Request for Proposals and the Vendor's response to the Request for Proposals. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the Vendor's proposal shall be incorporated into this Agreement and shall be binding upon all parties to the Agreement.

5.22 Risk During Equipment/Software Storage and Installation

Delivery shall be made in accordance with the implementation schedule referenced as part of this Agreement. Minor variances from this implementation schedule may be permitted subject to a mutual agreement by both parties and confirmed by prior written notice. The equipment shall be installed and placed into good working order by representatives of the Vendor. During the time period where the equipment / software is in transit and until the equipment is fully installed in good working order, the Vendor and its insurer shall be responsible for the equipment / software and relieve the City of responsibility for all risk or loss or damage to the equipment / software. In addition, Vendor shall hold the City and its officers, employees and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the equipment / software.

5.23 Patents, Copyrights, and Proprietary Rights Indemnification

The Vendor, at its own expense, shall completely and entirely defend the City from any claim or suit brought against the City arising from claims of violation of United States patents or copyrights resulting from the Vendor or the City's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The City will provide the Vendor with a written notice of any claim or suit for patent or copyright infringement. The City will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the City against this suit.

In the event that the City is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the City's interest, or in the event that the City is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the City for all monies expended in connection with these matters. The City retains the right to offset against any amounts owed Vendor any such monies expended by the City in defending itself against such claims.

Should a court order be issued against the City restricting the City's use of any product of a claim and should the Vendor determine not to further appeal the claim issue, at the City's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

- A. Purchase for the City the rights to continue using the contested product(s), or
- B. Provide substitute products to the City which are, in the City's sole opinion, of equal or greater quality, or
- C. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the City all reasonable losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

5.24 Subcontractors

Vendors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the City for activities or duties to take place at the City site. In using subcontractors, the Vendor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

5.25 Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over the City enter a valid and enforceable order upon the City which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the City of a material part of its Agreement with the Vendor. In the event this order results in depriving the City of materials or raising their costs beyond that defined in this Agreement, the City shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon 30 days' written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the City shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The City shall not be charged for compliance beyond the cost of the annual support fees. The City shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual support fees.

5.26 Control of Sub-Contractor, Project Team and Project Manager Designation

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as an ex-officio member of the City's project management team and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

City shall have the right to approve all subcontractors, Account / Project Manager, and staff assigned to City by Vendor. In the event that an employee of the Vendor is, in the opinion of the City, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from the project. In the event of such a removal, the Vendor shall, within 15 days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

5.27 Assignments

City and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of the City; any attempt to do so without said prior permission shall be void and of no effect.

The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the contract or any rights, title, or interest created by the contract without the prior consent and written approval of the City's City Manager or designee and the Vendor.

5.28 Vendor as Independent Contractor

Vendor is an independent contractor and not an agent of City. The Vendor shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

The relationship of the Consultant to City shall be that of independent contractor and no principal agent of employer-employee relationship is created by the contract.

5.29 Warranty

- A. Vendor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Vendor further represents and warrants that it has good and marketable title to the Software and any Equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Vendor further represents and warrants that neither the Software in the form delivered by Vendor to City, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use by City, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- B. In the event that any third party makes a claim or files a lawsuit challenging City's right to use the Software or Equipment, Vendor shall defend and indemnify City and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of the claim or lawsuit, and for any monies paid in settlement. Provided, however, that Vendor shall have the sole and exclusive right to select and retain counsel for City in connection with the defense thereof, and shall make all decisions relating to the conduct of the City's defense and any settlement made on behalf of City. In resolving any such infringement claim, Vendor shall, in its reasonable discretion, either procure a license to enable City to continue to use the Software or develop or obtain a non-infringing substitute acceptable to City at Vendor's cost.

- C. Vendor represents and warrants that the Software and related products as described with this Agreement will perform in accordance with all Documentation, Contract Documents, Vendor marketing literature, and any other communications attached to or referenced in this Agreement.
- D. Vendor represents and warrants that the Software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of City as set forth in the Contract Documents.
- E. City has: (i) presented detailed technical specifications of the particular purpose for which the System is intended, (ii) provided detailed descriptions and criteria of how the System can be defined to accomplish particular purpose, and (iii) defined the exact procedures and techniques to be employed in testing whether the System has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, City's particular purpose, Vendor, at the time this Agreement is in force, has (1) reason and opportunity to know the particular purpose for which the System is required, and (2) that City is relying on Vendor's experience and knowledge of the System to identify those components which are most suitable and appropriate. Therefore, Vendor warrants that the System and all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.
- F. Vendor represents and warrants that all products provided under this Agreement are compatible with and certified for use and operation in City's operating environment. Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by City and represents and warrants that such hardware system is sufficient for City's current and reasonably projected use, including account and transaction volumes.

5.30 Resolution and Response Time Warranty

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the official Project Manager:

Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within two business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business day
- If Vendor and City are on a support telephone call to resolve a Priority 1 support issue at the time that normal support hours end, Vendor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. City acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - City shall receive a 3% credit against the quarterly Support fees, per incident.

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within four business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business week
- Penalty for not adhering to time limits - City shall receive a 3% credit against the quarterly Support fees, per incident.

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within 24 business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business week

Penalty for not adhering to time limits - City shall receive a 3% credit against the quarterly Support fees, per incident.

5.31 Continuity of Warranty

City may continue the Warranty protection described above by purchasing and paying for on-going Annual Support services described below. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions above shall remain in effect, in perpetuity (except for the “Third party hardware” clause above), as long as payments for Annual Support are kept current.

5.32 Final Acceptance of the System

The system proposed shall be defined to be finally accepted by City after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. The City and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

5.33 Standard Forms and Contracts

Any forms and contracts the Vendor(s) proposes to include as part of any agreement resulting from this proposal response between the vendor(s) and the City must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. City reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by the City be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements. The City will negotiate any and all contracts/agreements and prices/fees with the finalist vendor, if doing so is deemed in the best interest of the City.

5.34 Advertisement

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the City unless Vendor receives specific written authorization in advance from the City's City Manager. Vendor shall not install any signs or other displays within or outside of the City's premises. However, nothing in this clause shall preclude Vendor from listing the City on its routine client list for matters of reference.

5.35 Password Security

The Vendor warrants that no 'back door' password or other method of remote access into the software code exists. The Vendor agrees that any and all access to any software code residing on the City's City/server must be granted by the City to the Vendor, at the City's sole discretion.

5.36 Non-Performance Escalation Procedures

In the event that the City determines that Vendor is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business practices, then the City shall have the right to, in the sequence shown: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance agreement fees, until the non-performance is corrected, (c) request a joint meeting of Vendor and City decision makers to attempt to resolve the non-performance, (d) require a Vendor employee to be on-site at City's location until the non-performance is resolved, (e) request arbitration in Bend, OR under the rules of the Arbitration System of Portland. or at City's sole option, commencing suit in the Circuit Court of the State of Oregon for Deschutes County, the venue of which is agreed to by Vendor, (f) invoke the Termination clause herein.

5.37 Replication of Software

City shall not copy Software for any purposes other than for back up or disaster recovery. City has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the Support Agreement (see Exhibit <_>) or warranties herein.

5.38 Project Schedule and Acceptance

Vendor will develop a detailed Project Schedule that details both Vendor and City's responsibilities. The Project Schedule should be in sufficient detail to specify the conversion, training, testing, acceptance, and live operation activities. Both Vendor and City agree that a mutually agreeable Project Schedule will be submitted and approved by City within 30 days of the Effective Date. In the event Vendor is unable to provide the Project Schedule within 30 days, City will have at its option, the ability to terminate the Agreement and obtain all fees paid to Vendor. The Project Schedule will also include the criteria by which the software will be tested and accepted by City.

5.39 Acceptance Testing

For purposes of acceptance of the Solution, the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

- A. Written Deliverable: Vendor may submit interim drafts (stamped, noted or otherwise clearly marked "Draft") of a written deliverable to City for review. City agrees to review and provide comments to Vendor on each interim draft within five Business Days after receiving it from Vendor. City will have the opportunity to review the written deliverable for an acceptance period of five Business Days after delivery of the final version (stamped, noted or otherwise clearly marked "Final Draft" of the written deliverable (the "Acceptance Period"). City agrees to notify Vendor in writing by the end of the Acceptance Period

either stating that the written deliverable is accepted in the form delivered by Vendor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If Vendor does not receive any such deficiency notice from City by the end of the Acceptance Period, the written deliverable will be deemed to be accepted and an approved document marked “Approved” and dated will be provided to City. If City delivers to Vendor a timely notice of deficiencies and the items specified in the notice are deficiencies, Vendor will promptly correct the described deficiencies and return to City for Acceptance. City will not unreasonably withhold, delay or condition its approval of a final written deliverable.

Vendor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the City and date returned.

- B. Software Deliverable: Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Defects through repeated testing cycles. “Specification” means the Project Scope and Requirements found at Exhibit A and any other written specifications delivered to the City by the Vendor during the course of the project or the Application Software Documentation. In the event of conflicts between Specifications and Application Software Documentation the Specifications will prevail.

Vendor will work with the City and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested software deliverable and to test each software deliverable (the “Acceptance Tests” or “Acceptance Testing”).

1. The “Acceptance Test Period” for each Software Deliverable will be five Business Days unless an alternate time is mutually agreed upon between Vendor and City. The Acceptance Test Period for each Software Deliverable will start within five Business Days, unless an alternate start date is agreed upon by Vendor and City, after the Software Deliverable is installed at City’s designated site and Vendor has successfully completed Vendor’s installation test and notified City that the Software deliverable is “Ready for Acceptance Testing.” Vendor will not be obligated to deliver a Software Deliverable to City until City demonstrates the readiness of the target technical platform and environment, as described in Exhibit D, and according to the Project Scope and Requirements.
2. If City determines during the Acceptance Test Period that the Software Deliverable contains a Defect, City will promptly send Vendor a written notice reporting the alleged Defect describing it to Vendor in sufficient detail reasonably necessary for Vendor to recreate it. Vendor will modify the Software Deliverable to remove the reported Defect and will provide the modifications to City for re-testing. City will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Vendor. In such a case, Vendor and City will mutually agree upon an updated Acceptance Test Period.
3. By the end of the Acceptance Testing Period City will provide Vendor with a final written list reporting any outstanding Defects (the “Punch List”). City will have 10 Business Days after the receipt of the modifications to re-test the modified Software deliverable to confirm that the Defects that were reported on the Punch

List have been removed. If any Defects that were reported on the Punch List have not been removed, City will provide Vendor with written notification by the end of the retesting period reporting any Defects and the procedures set forth in this Part II – Section 3 will be repeated for the remaining Defects on the Punch List.

4. Vendor and City agree to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.
- C. “User Acceptance Testing” shall mean testing of each Phase using the process defined under Part II - Section 3.B above; provided, however, the Acceptance Test Period will be thirty (30) calendar days unless otherwise mutually agreed.
- D. “Conditional Acceptance” will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or Go-Live of the Phase. There will be a Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire Solution. Unless the Project Schedule determines otherwise, the Acceptance Test Period for User Acceptance Testing will be thirty (30) calendar days, Vendor and City will work diligently to put the Phase into Go Live operations.
- E. “Final Acceptance” involves use of the Solution in totality in production operations for a period of sixty (60) calendar days. It will include use of the Phases and/or the System previously tested and conditionally accepted. If after 60 calendar days the Solution performs without Defects, the City and the Vendor will both issue and execute a “Final Acceptance” of the Phase. The 60-day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Solution. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the 60-day time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Solution.

5.40 Non-Collusion

Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the City, or other person or entity concerning the obtaining of this Agreement. In addition, Vendor agrees that a duly authorized Vendor representative will sign a non-collusion affidavit, in a form acceptable to City, that Vendor has not received from City any incentive or special payments, or considerations not related to the provision of the System described in this Agreement.

5.41 Annual Maintenance and Support Fees

Support fees shall not be increased by an annual average percentage greater than the annual CPI-W for the West region or 3%, whichever is less, for as long as annual support fees are paid and the license agreement between the City and the Vendor is in effect.

Annual increases for maintenance and support shall not exceed the general Consumer Price Index (CPI). The Vendor will not increase maintenance higher than its “standard” increase in any year.

For example, if the CPI increase is 3% in a given year and the Vendor's "standard" increase is 2%, the City will be invoiced for the 2% increase.

Vendor agrees to send an itemized invoice to the City at least 90 days before maintenance is up for renewal.

The City may cancel maintenance upon 90 day notification to the Vendor.

Maintenance may be reinstated by the City at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. The City shall not be forced to move to new license models to pay upgrade fees.

The Vendor shall give the City at least 12 months' notice before unilaterally canceling maintenance. In addition, the Vendor shall continue to support the software/product as long as it is supporting such software/product for the rest of its customer base.

The City may remove unused licensed software without a corresponding reduction in maintenance/support.

5.42 Payment Terms

Vendor shall submit pay request to Client for services performed and goods delivered accompanied by supporting documentation as required by the Client not more frequently than one time per month. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The request for final payment shall be accompanied with final lien waivers from all subcontractors and material suppliers for the project.

5.43 Travel Expense Reimbursement

All travel expense costs must be included in the Vendor's fixed price cost. City will not make a separate payment for reimbursable expenses. Per Force Majeure, City shall not be liable for additional travel costs incurred due for any reason outside City's control.

5.44 Disclaimers and Limitations of Remedies

- A. In the event that the parties are unable to resolve differences, and after exhausting the terms and conditions of the Non-Performance Escalation Procedures clause, that may arise relating to this Agreement, all disputes arising from this Agreement shall be resolved through Deschutes County Circuit Court, unless both parties agree to binding arbitration, which shall take place in the City of Bend, Oregon. If arbitration is agreed to, the arbitration shall be governed by the most recently published Rules of the Arbitration Service of Portland. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

5.45 Source Code

Vendor shall place Source Code for the Software modules licensed by the City in escrow with an independent third-party (with whom a separate Escrow Agreement will be entered into by City at no additional cost to City). The Source Code shall be kept current with the releases / version of the Software in live use at the City. The Source Code shall revert to City for City's use if Vendor files for bankruptcy or protection from creditors in a court of law. City shall then have full rights to use source code for any purposes other than resale.

Vendor will provide appropriate source code to the City in a timely manner in the event that the vendor goes out of business or no longer supports the software being licensed. The same applies if the Vendor is merged or acquired and the software is no longer supported. Once the City obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

5.46 Programming Services

City may during the implementation period or thereafter require modifications, interfaces, conversion, report writer, etc., services from Vendor. Vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs for City approval before any work is initiated by Vendor. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the City. No costs in excess of the estimates will be paid by City unless approved in writing in advance of fee incurrence. All modifications, interfaces, conversions, report writer, etc., services shall be subject to Formal Acceptance before payment is released by the City. Acceptance of the deliverable(s) resulting from each Change Order shall be per the Formal Acceptance clause herein.

5.47 Video Taping

City reserves the right to video and/or audiotape any and all training sessions, whether held at City site, Vendor site, or via teleconference. Use of such tapes shall be strictly for City staff training purposes.

5.48 Major Releases/Upgrades

City shall be entitled to future releases and upgrades within five years from Formal Acceptance, whether of a "minor" or major" nature, of Vendor Software for no additional cost beyond the Annual Support Agreement fees delineated in Exhibits X and X.

5.49 Solution Longevity

The Vendor certifies solutions prescribed in their proposal response will remain available and supported for a minimum of five years from the time the Contract is signed and that any material changes to Vendor's company or products will not affect the City's implementation or support.

5.50 Successor Software Products

In the event Vendor makes available successor Vendor software products (e.g., software products based on a new technical architecture) (“Successor Products”) with substantially similar functionality to the Vendor software products licensed by City (“Licensed Products”) within ten (10) years of contract signing, City may transfer the Licensed Products to the Successor Products, for no additional Vendor license fees. In such event, City shall pay the then-current Application Software Maintenance Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

5.51 Conflict of Interest

The Vendor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the City or any member of his/her immediate family.

5.52 Subcontracts

The Consultant agrees not to subcontract any of the work required by this Agreement without the prior written approval of the City’s City Manager or designee. The Consultant agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

5.53 Intellectual Property

Software ownership. All information, data, programs, publications & media created specifically for and paid for by the City or as a result of the Work identified in this Contract is the property of the City unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Contract.

5.54 Use of Licenses by Personnel Who Are Not Employees

City consultants, contractors, external customers, and business partners may access the licensed software.

5.55 Disaster Recovery & Disaster Recovery Testing

There will be no additional software license cost to process at another site in the event of a disaster that shuts down the City’s primary location or for testing at the disaster recovery site.

5.56 Right to Outsource

Software licensed to the City may be used by a third-party vendor hired by the City.

5.57 Unlimited Liability for Software Vendor Infringement

The Vendor will reimburse the City for all costs related to infringement (not “finally awarded”). There shall be no limit of liability on behalf of the Vendor if the software is determined to be infringing.

5.58 Vendor Merger or Acquisition

In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for 18 months or until the end of the present Contract term, whichever is longer.

5.59 Functionality Replacement

The City maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled.

5.60 Wording Conflicts

Should there be a conflict in wording between the Contract and the Proposer's RFP response, the Contract shall prevail.

5.61 Liquidated Damages

Failure on the part of the Vendor to complete critical project milestones as established in the contract shall result in liquidated damages as provided in Exhibit <_>.

5.62 Equal Opportunity Employment/Nondiscrimination Policy

It is the policy of the City that all vendors who provide goods and services to the City by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

- The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and implementation rules.
- The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and implementing regulations.
- Bend Code Chapter 5.25.

All vendors shall, as a condition of providing goods and services, as required by law and/or the City's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

Where there has been a conclusive finding that a vendor has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, that vendor shall be barred from providing goods and services to the City for five years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the City's governing body.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the vendor is providing goods or services to the City shall be regarded as a material breach of any contract between the City and the Vendor, and the City may terminate such contract effective as of the date of delivery of written notification to the vendor.

Any employee of a Vendor providing goods and services by contract to the City, or any employee of a subcontractor of a Vendor providing goods and services to the City by contract, or any bona fide organization representing such employees may file a written complaint with the governing body or its designated agent, if any, challenging the compliance by a vendor with the terms of this policy, the governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

Any Vendor found to have retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies shall be ineligible to provide any goods or services to the City for a period of five years from the date of the finding.

In addition, Proposer certifies that they will comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Vendor also certifies that they shall comply with the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub L No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. In addition, in the performance of any contract issued from any proposal related to these documents, they will in all respects adhere to the City of Bend's policy of non-discrimination.

Vendor certifies that they have not and shall not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

6 Contract Terms & Conditions Compliance Checklist

Proposal responders are to complete this checklist to indicate whether they will comply, state an exception to, or not comply with the Contract attached in Section 5 of the RFP. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page. The City reserves the right to reject any proposal for non-compliance with one or more of the specifications.

<u>Contract Terms and Conditions Compliance Checklist</u>				
#	Title	Comply	Exception	Not Comply
5.1	Scope of Agreement			
5.2	Professional Services Warranty			
5.3	Indemnification			
5.4	Pricing			
5.5	Insurance			
5.6	Insurance Coverage			
5.7	Entire Agreement Clause			
5.8	Assignment			
5.9	Agreement Extension and Modification Clause			
5.10	Term and Termination Clause			
5.11	Limitation of Liability			
5.12	Applicable and Governing Law Clause			
5.13	Public Records			
5.14	Confidentiality			
5.15	Title and Confidentiality			
5.16	Notices			
5.17	Survival Clause			
5.18	Force Majeure Clause			
5.19	120 Day Maximum			
5.20	Right of Cancellation			
5.21	Incorporation by Reference			
5.22	Risk During Equipment/Software Storage and Installation			
5.23	Patents, Copyrights, and Proprietary Rights Indemnification			
5.24	Subcontractors			
5.25	Effect of Regulation			
5.26	Control of Sub-Contractor, Project Team and Project Manager Designation			
5.27	Assignments			
5.28	Vendor as Independent Contractor			
5.29	Warranty			
5.30	Resolution and Response Time Warranty			
5.31	Continuity of Warranty			
5.32	Final Acceptance of the System			

<u>Contract Terms and Conditions Compliance Checklist</u>				
#	Title	Comply	Exception	Not Comply
5.33	Standard Forms and Contracts			
5.34	Advertisement			
5.35	Password Security			
5.36	Non-Performance Escalation Procedures			
5.37	Replication of Software			
5.38	Project Schedule and Acceptance			
5.39	Acceptance Testing			
5.40	Non-Collusion			
5.41	Annual Maintenance and Support Fees			
5.42	Payment Terms			
5.43	Travel Expense Reimbursement			
5.44	Disclaimers and Limitations of Remedies			
5.45	Source Code			
5.46	Programming Services			
5.47	Video Taping			
5.48	Major Releases/Upgrades			
5.49	Solution Longevity			
5.50	Successor Software Products			
5.51	Conflict of Interest			
5.52	Subcontracts			
5.53	Intellectual Property			
5.54	Use of Licenses by Personnel Who Are Not Employees			
5.55	Disaster Recovery & Disaster Recovery Testing			
5.56	Right to Outsource			
5.57	Unlimited Liability for Software Vendor Infringement			
5.58	Vendor Merger or Acquisition			
5.59	Functionality Replacement			
5.60	Wording Conflicts			
5.61	Liquidated Damages			
5.62	Equal Opportunity Employment/Nondiscrimination Policy			

7 Proposal Forms

7.1 Introduction

This section contains various forms that should be prepared and submitted along with the Vendor's proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

- Proposal Signature Form
- Non-Collusion Affidavit
- Minimum Criteria
- Company Background Form
- Technical Requirements Form
- Project Management Approach Form
- Report Development Form
- Training Form
- Staffing Plan Form
- Ongoing Support Services Form
- Client Reference Form
- Pricing Forms

7.2 Proposal Signature Form

The undersigned, as authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

State payment terms:

State term proposal is held firm for:

State warranty on equipment:

State maximum time required for shipping, F.O.B. Bend, OR:

PROPOSAL: ERP Software and Implementation Services

\$ _____
(Total price written)

\$ _____
(Total figure – as noted on the Proposal Pricing Forms - Subtotal (Required Components))

Firm Name: _____

Date: _____

Address: _____

Telephone: _____

Signature: _____

(Person executing response and official capacity)

(Names of principal officers:
designate official capacity)

(If partnership or assumed name,
indicate name of owners)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7.3 Non-Collusion Affidavit

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE VENDOR AND FURNISHED WITH EVERY PROPOSAL NON-COLLUSION AFFIDAVIT

STATE OF: _____

City OF: _____

TAX ID NUMBER: _____

_____, being duly sworn, deposes and says he/she is the _____ (Name) (Title)

Of _____ the proposal responder that has
(Company)

submitted to the **City of Bend** a proposal for a **ERP System Solution Project** all as fully set forth in said proposal and that except as specified below, the aforementioned proposal responder constitutes the only person, firm, or corporation having any interest in said proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

(If no exceptions, please state)

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of the **City of Bend** is directly or indirectly interested in said proposal.

(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City

this _____ day of _____, _____.
(Day) (Month) (Year)

(Notary Public)

7.4 Minimum Criteria

As noted in section 1.8 of this RFP, proposed solutions **MUST** meet all of the following requirements. **Proposals not meeting these requirements will be rejected.** Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

Minimal Criteria	Yes/No
<p>Minimum Client Software Installations Must have provided software for at least one previous municipality of similar size and complexity.</p>	
<p>RFP Response RFP response is submitted by the due date and time.</p>	
<p>Response Authorization The RFP response is signed by an authorized company officer.</p>	
<p>Response Completeness Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City's Purchasing Director to be either a defect that the Director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.</p>	

7.5 Company Background Form

Vendor name:	
Software brand name:	
Software version proposed (years in production):	
Is Vendor prime contractor:	Yes <input type="checkbox"/> No <input type="checkbox"/>

1.	What are the key differentiators of your company and its proposed solution?
2.	What awards has your company or proposed solution obtained that are relevant to this project?
3.	What documentation is available from an independent source that positively promotes either the company or products the Vendor is offering?
4.	What strategic alliance have you made to further strengthen your product and services?
5.	How do you guarantee the services provided by your company?
6.	What are your near-term and long-term goals, and the strategies to reach these goals?
7.	What is your niche in the marketplace and your preferred customer size?
8.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.).
9.	Please describe how the sales cycle is linked to the product development cycle.
10.	Please describe your commitment to providing solutions for the public sector marketplace.

11.	Please describe your portal strategy.		
12.	How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?		
	Location	OR	Nationally
	Local government		
	Other public sector		
	Other non-public sector		
	Overall:		
13.	How many fully operational customer installations, in total, has the Vendor completed?		
	Location	OR	Nationally
	Local government		
	Other public sector		
	Other non-public sector		
	Overall:		
14.	Please state the year the Vendor started in the business of selling the proposed solution to local governments:		
15.	Where is the Vendor's closest support facility/sales office to Bend, OR?		
16.	Where is the Vendor's company headquarters?		
17.	Please list the Vendor's sales in the previous three years:		
		Year	Sales
		2010	
		2011	
		2012	
18.	How many total employees does the Vendor have in each of the following categories:		
	Area	Number	
	Sales/Marketing		
	Management/Administration		
	Help Desk Staff		
	Development Staff		
	Other		
	Total:		
19.	What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor bid by skill set?		
	Rates for Additional Implementation Assistance		
	Skill Set	Hourly Rate	

			\$ / hr.	
			\$ / hr.	
			\$ / hr.	
20.	What would be the Vendor's preferred comparably sized, site visit location?			

7.6 Technical Requirements Form

1.	Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the City's current WAN and remote computing requirements and indicate what changes are required or recommended.
2.	What database are you proposing?
3.	Does your proposal contain or envision the use of a data warehouse? If yes, describe your data warehousing capabilities and architecture.
4.	Describe the system administration tools that are used to manage the application including any data archival tools, tools for managing application updates, online help management tools, etc.
5.	Describe the network management systems that either your system uses, interoperates/integrates with, or you recommend. Please specify.
6.	Describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user's desktop.
7.	Describe the minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application such that the City can determine the extent to which existing computers must be upgraded or replaced.
8.	Please describe the physical and technical preferences for a user acceptance testing (UAT) environment?
System Performance	
9.	System response time must not impede the ability for departmental staff to perform their required job functions using the system. Will your system be available 99.5% of the time, except for planned downtime?

10.	Can you guarantee a 3-second maximum response time?
11.	What are your guarantees on system performance?
Security	
12.	Describe the identification and authorization capabilities of your proposed solution for users.
13.	Describe how your system interoperates with Active Directory.
14.	Describe the security audit capabilities of your proposed solution.
15.	What functions does your proposed system have to protect the privacy of information designated "private" (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, etc.) that it processes or stores?
16.	What will you do to address vulnerabilities in your product discovered subsequent to us deploying your code? In what time interval will they be fixed (Critical & non-critical)? At what cost to the City?
17.	What is your process for notifying the customer and fixing bugs once they have been identified?

7.7 Vendor Hosting Form

1.	Will your company host the solution or will this be managed by a third party?
2.	Where are the data center and storage facilities?
3.	Please provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your proposed solution.
4.	Does the system interface support a browser interface with or without the help of additional components?
5.	How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?

6.	What system/application availability and response time will your proposed system meet? What are the City’s responsibilities to ensure this level of performance?
7.	How do you track monthly usage for subscription-based services?
8.	How much notification will you give the City in advance of any scheduled downtime?
9.	Where would local support be located for a client in Bend, OR?
10.	Are support calls included in annual maintenance fees, or charged on a per call basis? If on a per-call basis, please specify rates and billing method
11.	Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.

7.8 Project Management Approach Form

1.	How does the Vendor plan to manage the vast amount of material that is produced during the project through potential solutions such as a collaboration environment?
2.	Provide specific information on project close-out activities to transition support to the City.
3.	How will project management be resourced?

7.9 Report Development Form

1.	What is the query tool and report writer that Vendor is proposing?
2.	What is your definition of a report?
3.	What reports are available out of the box? Provide a list and samples at the end of this section.
4.	Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?
5.	It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Does your proposal meet this expectation?

--	--

7.10 Training Form

1.	What is your recommended approach to training (End-user vs. train the trainer), for this City, and why?
2.	What types of training documentation will be developed by the Vendor?
3.	What additional tools will be used in developing the training material?
4.	Describe the opportunities for ongoing training.
5.	Describe the Vendor's ability to provide online training material versus classroom training.

7.11 Staffing Plan Form

1.	Identify the degree to which Vendor staff will be onsite versus off-site during the project.																			
2.	Provide the resource and configuration requirements for the Vendor's staff during the implementation:																			
	Number of workstations																			
	Number of desks																			
	Number and size of dedicated rooms for the project																			
	Parking																			
	Telephones																			
	Network accessibility needs																			
	White boards																			
	Flip charts																			
	Power requirements																			
	Other resource needs																			
3.	Use the table provided below to identify the number of City business staff expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.																			
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7.12 Ongoing Support Services Form

Support and Maintenance	
1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.
2.	Provide Help Desk services for technical support and end-users. Specify days and hours and any escalation options and procedures.
3.	Identify the party or business unit that is responsible for the support options provided above. The Vendor shall include information for a City-hosted versus a

	Vendor-hosted solution.																					
4.	Provide the following regarding the number of business staff the City should expect to be committed to providing on-going application support: <ul style="list-style-type: none"> a. Role b. Responsibility c. Estimated time commitment in terms of FTE time 																					
5.	For ongoing IT staff resources, please provide the following information: <ul style="list-style-type: none"> a. Type of positions required (e.g., help desk, trainer, DBA, report developer, application support, system administrator, security administration, etc.) b. Number of FTEs within each position c. Skill sets required for each position a. Training required and whether the Vendor provides this training 																					
6.	Do you limit the number of City staff who can call in for support? If yes, explain your model and how additional staff can be included and at what incremental cost? If there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?																					
7.	Describe the types of support needed to keep the product under current support and to keep the product enhanced.																					
8.	Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.																					
9.	Will the vendor contractually agree to: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">Contractual Inquiry</th> </tr> <tr> <th style="text-align: left;">Term / Condition</th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td>Provide on-site staff for training and implementation</td> <td></td> <td></td> </tr> <tr> <td>Non-performance hold-backs?</td> <td></td> <td></td> </tr> <tr> <td>Payment hold-backs until fully operational and formally accepted?</td> <td></td> <td></td> </tr> <tr> <td>Allow the City to approve Vendor staff assigned to help with implementation?</td> <td></td> <td></td> </tr> <tr> <td>One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires</td> <td></td> <td></td> </tr> </tbody> </table>	Contractual Inquiry			Term / Condition	Yes	No	Provide on-site staff for training and implementation			Non-performance hold-backs?			Payment hold-backs until fully operational and formally accepted?			Allow the City to approve Vendor staff assigned to help with implementation?			One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires		
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10.	Describe how your software will be licensed to the City (e.g. site license, named users, concurrent users, etc.)
Software Updates and Distribution	
11.	It is anticipated that all system updates and release patches will be downloadable from the Vendor's web site. An accumulation patch process is desired. Provide information on how "server" and "client-side" software updates are received, processed and distributed to either the server and/or client environment, including but not limited to: <ul style="list-style-type: none"> a. Backward version compatibility and support of back versions, b. Timeframe/policy on moving to new versions, c. Automatic product upgrades or on demand, d. Ease of implementation for City staff versus need to contract for services. e. Use of Microsoft Systems Management Server (SMS) 2003 and/or Microsoft Software Update Services (SUS) to deploy new versions and patches to servers and clients.
12.	Describe the product release cycle including: <ul style="list-style-type: none"> a. Frequency of upgrades/enhancements or new versions (major and minor version releases) b. Contents of release, c. How long release takes to implement, and a. Use of release notes.
Customizations	
13.	How does the Vendor define customization versus configuration?
14.	How can the City customize or configure the software directly without Vendor involvement?
15.	How are local customizations or configurations maintained when installing new releases of the Vendor's software?

7.13 Client Reference Form

Vendor name:	
Customer name:	
Customer contact:	
Customer phone number:	()
Customer E-mail address	
System which Solution Replaced	

Describe Nature of Project and Services Provided to This Client:

Configuration of Solution Implemented (Hardware, Software):

7.14 Pricing Forms

Please complete the pricing forms that have been provided in the associated Microsoft Excel pricing spreadsheet. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The City requests a firm, fixed price for each of the components described below that are included on the attached Microsoft Excel pricing spreadsheet as separate tabs:

- Vendor Checklist (including Hosting/Licensing Model, Travel & Lodging Costs, and Discount)
- Proposal Summary (no direct input required)
- Module Summary (no direct input required)
- Application Software
- Other Software
- Hardware
- Implementation Services
- Train-the-Trainer Training
- End-User Training
- Interfaces
- Modifications
- Other Implementation Services

The above forms needed for response are located on the City of Bend website at:
<http://www.bendoregon.gov/erpdocs>