Request for Proposals (RFP)

Software, Training and Implementation Services

for Municipal Government Enterprise Resource Planning (ERP) System for the City of Oregon City, Oregon

Date Issued:	July 13, 2016
Issued By:	Oregon City Finance Department 625 Center Street Oregon City, OR 97045 503-657-0891
Closing Date:	August 29, 2016

Requests for Proposals

The City of Oregon City, Oregon is soliciting proposals from qualified firms for a comprehensive municipal financial application to include software, implementation services, training, and ongoing technical support. The general scope of this project includes financial management, human resources, payroll, revenue (cashiering and fees), permitting and inspections, engineering, code enforcement, business licenses, work orders, fleet, and utility billing. While the City would prefer the software be a fully integrated suite of applications provided by a single vendor, it is acceptable if some bidders partner with other bidders to provide software applications that integrate well and meet the intent of this request for proposals.

Proposals will be received until **August 29, 2016 4:30 PM**, local time, at City Hall, located at 625 Center Street, Oregon City, OR 97045.

Solicitation documents may be obtained from the City's online plan center free of charge at http://bids.orcity.org/. Solicitation documents may be obtained by creating a new user account and registering for the project. General information including the planholder list is available to the public without registering. Solicitation documents are also available for review at City Hall between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays.

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I - GENERAL INFORMATION

1.01 SUBMISSION OF PROPOSALS

One electronic copy and one original printed proposal must be delivered to the City of Oregon City by **August 29, 2016 4:30 PM**, local time, at City Hall, located at 625 Center Street, Oregon City, OR 97045. All proposals must be delivered in a sealed envelope addressed to the City of Oregon City and designated as "Municipal Software Proposal." Late proposals will not be considered. By submittal of this proposal, the vendor agrees to comply with the provisions of the Oregon Attorney General's Model Public Contract Rules Manual.

1.02 NOTICE TO PROPOSERS

It is necessary for Proposer(s) to read the information contained in this RFP to understand how to submit the proposals and what legal obligations are being agreed to by the Proposer(s). Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by the City, or legally obligate the Proposer(s). Information obtained by the Proposer(s) from any officer, agent, or employee of the City shall not affect the risks or obligations assumed by the Proposer(s) or relieve the Proposer(s) from fulfilling any of the RFP conditions or any subsequent contract conditions.

1.03 CANCELLATION, DELAY, SUSPENSION AND IRREGULARITIES

The City of Oregon City reserves the right to (1) reject any or all proposals in whole or in part if it is in the best interest of the public or the City to do so, (2) postpone, cancel or suspend the evaluation of proposals, (3) waive informalities in the proposals, and (4) to select the proposals which appear to be in the best interest of the City. Issuance of this RFP in no way constitutes a commitment by the City to award a contract. Further, the City reserves the right to reconsider any proposal submitted at any stage of the process. In the event funds are not available or terminated, no contract resulting from this RFP will be executed. Issuance of this RFP in no way constitutes a commitment by the City of Oregon City to award a contract.

1.04 OFFICIAL CONTACT

Proposers are directed not to contact any city staff other than specified personnel identified in this RFP for meetings, conferences, or technical questions regarding this RFP. The City reserves the right to contact selected proposers at any time to gather additional information. Questions regarding this RFP must be directed to:

<div align="center">

Mireya P McIlveen, Deputy Finance Director
City of Oregon City
625 Center Street
Oregon City, OR 97045
(503) 657-0891
mmcilveen@orcity.org

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1.05 ADDENDA

Addenda, clarifications and notices will be distributed through the City's online planholder system. Potential proposers are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential proposers to check the website periodically to ensure all

updates are received. The City is not responsible for failure of proposers to receive notifications of changes or corrections made by the City and posted as stated above. The City reserves the right to delete, modify, or add functionality including modules and components until the final contract signing.

1.06 WITHDRAWALS

Proposals may be withdrawn at any time before the Proposal Due date and time by providing a written request for the withdrawal from a duly authorized representative of the firm.

1.07 OWNERSHIP OF DOCUMENTS

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract. Sample work or documents illustrating previous work experience will be returned to proposers after the evaluation and award process.

1.08 INCURRED COSTS

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal. The City reserves the right to meet with select proposers at any time to gather additional information, to require demonstrations at no cost to the city and to visit any installed site.

1.09 PRICING

The City reserves the right to contact proposers on price and scope clarification at any time throughout the selection and negotiation process.

1.10 CONFIDENTIALITY

All information and data furnished to the proposer by the City and all other documents to which the proposers' employees have access during the preparation and submittal of the proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

1.11 PUBLIC RECORDS

All proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for any exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete, pursuant to Oregon's Public Records Law. Proposals that meet the definition of trade secrets or otherwise can be considered a public record exempt from disclosure under Oregon's Public Records Law shall be clearly identified and kept separate by the proposers in accordance with Oregon law.

1.12 PROTESTS

A proposer wishing to protest or request a change in the procurement process, the contents of a solicitation document such as solicitation provision, evaluation criterion, scope of work, specification or contract term, or the award or protest award shall make the protest or request for change in accordance with Model Public Contracting Rules, Section 137-046-0470, Oregon Administrative Rules. Protests relating to the procurement process or solicitation shall be made no later than seven (7) calendar days prior to the proposal due date. Protests relating to the City's selection decision shall be submitted no later than seven (7) calendar days of the Notice of Intent to Award. The protest or request for change

shall include the reason for the protest or change, any proposed language, and why the proposed language would benefit the City. The City will consider the protest or request and may reject the protest or request for change, issue an addendum, or cancel the RFP. The protest or request for change shall be addressed to the contact identified under section 1.04.

1.13 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The vendor(s) shall comply with all applicable laws, ordinances, and codes of the State of Oregon, Clackamas County and the City of Oregon City, Oregon. It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

1.14 EQUAL OPPORTUNITY

By submitting a proposal, the proposer certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the City in compliance with such acts, regulations and orders.

1.15 NON-EXCLUSIVE CONTRACT

The City intends to award this contract to one firm. However, due to the wide variety of financial activities in which the City is involved, the City may purchase financial or finance-related software from other vendors consistent with its needs. The contract resulting from this process will be a non-exclusive contract.

1.16 PRIME CONTRACT RESPONSIBILITIES AND THIRD PARTY RELATIONS

The lead proposer selected for this project will be the Prime Vendor and will assume and accept responsibility for all of its subcontractors, vendors, employees and agents and all work and product necessary to successfully complete this project including delivery, installation, software performance, training and implementation of their services. Proposers understand that the City is a third-party beneficiary of the efforts of its subcontractors, vendors, employees, and agents. Prime Vendor must clearly identify the responsibilities of each subcontractor, vendor and agent that the vendor intends to employ to accomplish the project. The City will consider the Prime Vendor to be the sole point of contact with regard to contractual matters including the performance of services and the payment of any and all charges resulting from the lease or purchase of software and for services performed. If the City decides to employ multiple agreements for different system components (including hardware maintenance, application software maintenance, etc.), proposers agree to reasonably cooperate with all other contractors and vendors in order to accomplish proper system integration.

The City will consider only software firms, not their implementation partners or third-party partners, to be the primary point of contact throughout the proposal process. Once the ERP system is implemented, the City will consider the primary implementation firm the single point of contact for service-related issues. All third-party solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated.

In the event the implementation firm is different from the software firm, the City expects to enter separate agreements for software and professional services. If the City is not satisfied with the qualifications, cost, or experience of the implementation firm or any third-party solution, it reserves the right to request that the software firm implement its own software or propose a new implementation firm. If the City is not satisfied with the quality or experience of the implementation firms being proposed, the City also reserves the right to select the software product as the only part of this procurement and to issue another RFP for implementation services.

1.17 INSURANCE AND INDEMNIFICATION

The proposer(s) selected for award of the contract shall to the fullest extent permitted by law protect, defend, indemnify and hold harmless the City, its agents, officers, elected and appointed officials and employees from and against all claims, actions, liabilities, and losses (including economic losses and attorney fees). The City shall in no event be liable to the proposer(s) or other persons claiming damages as a result of the City's use of the Licensed Application Software and Materials in conformity of this contract Agreement, whether direct or indirect, special or general, consequential, or incidental or arising from loss of profits; provided that this provision shall not apply to any claim, demand, loss or action alleging that any modifications made by Licensee to the Licensed Application Software and Materials infringe any third-party rights in the United States respecting copyright, trade secret, or patent. The proposer to whom the contract is awarded shall, within ten (10) business days from the date of receipt of properly prepared contract documents, deliver to the City the fully executed contract in duplicate, along with required original insurance certificates satisfactory to the City Attorney. The insurance certificates shall cover all areas set out in the contract documents and shall be issued by a company licensed to do business in the State of Oregon which is acceptable to the City Attorney. The insurance shall be maintained in effect for the term of the proposed project (in the case of Professional Liability insurance the term of the proposed project shall mean its design life).

The certificates of insurance, except that for Professional Liability insurance, shall name the City of Oregon City as additional insured. All insurance certificates shall provide for thirty (30) days' notice to the City of any cancellation of the insurance policy. Minimum amounts of insurance are further detailed under Section V, Contract Terms and Conditions.

II – Background and Scope

2.01 City of Oregon City

The City of Oregon City, Oregon (the City) has a population of over 34,000 and is located thirteen miles south of Portland along the Willamette and Clackamas Rivers, and is primarily a residential community. It is also the County Seat of Clackamas County and home of Clackamas Community College. Access to the greater Portland economy is easily available, as Highway 99 flows into downtown Portland and Interstate 205, and Highway 213 provides access to the greater Portland employment base. The City's website is www.orcity.org.

The City has approximately 240 employees. The City provides a wide range of municipal services including policy and city administration (city manager, city recorder, city commission), human resources, finance (including utility billing and municipal court), community development (planning and building), police, code enforcement, library services, public works (engineering, water distribution, sanitary sewer collection, stormwater management, streets) GIS, and community services (parks, recreation, swimming pool, community center, and municipal cemetery). The City also has an Urban Renewal Agency and provides full financial services for the South Fork Water Board.

The City's budget structure currently incorporates 17 funds, with a biennial budget of $165.1 million. The Urban Renewal Agency is a component unit of the City and is reported as a separate fund of the City with a budget of $7.7 million. South Fork Water Board is treated as a separate entity and operates with three (3) funds and a budget of $10.8 million.

The City operates out of seven (7) locations connected by City-owned fiber. The City has been using Tyler Technologies' Eden financial software solution, an enterprise resource planning (ERP) software for the public sector, currently on version 5.14.1.1. Additionally, the City converted to Tyler Technologies' Incode municipal court software for all court operations. Currently there are approximately 30 Eden users utilizing Finance, Utility Billing and Permits. There are five (5) Incode users. There are approximately 200 total computer users at the city. The City utilizes Windows server 2008/2012, in a semi-virtualized environment; desktops are standardized on Windows 7 Enterprise, with the intent to migrate towards Windows 10.

The majority of the use occurs between 7:00 AM and 6:00 PM, Monday through Friday. However weekend and night use is common. Proposers shall specifically indicate if there are times when the system should not be accessed.

2.02 Major Business Drivers

The City seeks proposals from municipal government software and implementation service providers that specialize in developing and installing ERP systems for the public sector. The City realizes its current system hampers its ability to efficiently and effectively manage its data and deliver services to its citizens. Exhibit I describes the current environment and difficulties with the existing system as well as technical goals to be accomplished. Additionally, the City wishes to achieve the following results with the new system:

- Enhanced organizational and operational efficiency
- Streamlined systems utilized to their capacity

- Improved reporting and facilitated report distribution
- Improved productivity by eliminating duplicate entry
- Improved access to information both for staff decision making and for citizens
- Improved timeliness of financial reporting
- Improved internal controls and audit trails
- Integrated information from various City systems and locations
- Expedited internal approvals (e.g. purchase orders, permits, licenses, timesheets)
- Integration with the City's GIS

2.03 PROJECT SCOPE

The City is seeking implementation of a fully integrated, municipal software system to address the following areas:

Finance / HR:
- General Ledger
- Cashiering
- Accounts Payable
- Accounts Receivable
- Payroll
- Human Resources
- Time & Attendance
- Purchasing
- Capital Assets
- Budget
- Project / Grant Accounting
- Special Assessments

Permits/Inspections, Customer Services, etc.
- Permitting and Inspections
- Planning
- Engineering
- Development Review
- Code Enforcement
- Built-in GIS viewer or integration
- Right of Way Management
- Mobile technology, supported devices, and applications

Customer Service (internal and online) applications:
- Utility Billing
- Permits and Permit Tracking, e-Plan review and submittals
- Business Licensing
- Online Payment portal
- Employee Portal or ability to access time off, timekeeping, benefits, etc.
- Report viewing / writing tools.

Optional

- Employee Self Service
- Parks and Recreation
- Work Orders / Facility Management
- Fleet Management
- Risk Management

It is not necessary to have offerings for all applications or features. However, proposing a more comprehensive system to the City would be advantageous. It is important to note that the City will entertain proposals that address one or more portions of this RFP. The City reserves the right to add or remove modules and/or components until the final contract signing.

2.04 MINIMUM QUALIFICATION CRITERIA

The software must be a fund accounting system and meet the user configuration, operation, and reporting standards set by software systems used by Oregon municipalities. The software must have automated reporting capabilities that meet the requirements of the Oregon Public Employees Retirement System and Oregon State Tax reporting. Additionally, it should have reporting capabilities such that the City's budget can be printed and reported in the format recommended by the Oregon Department of Revenue.

The City wishes to obtain an integrated and intuitive reporting solution. This reporting solution should quickly query application databases and develop customer reports. Reports should be able to be shared and imported directly into other products (i.e. Microsoft Excel or Adobe PDF format). The system must include extensive system generated reports and easy to use ad hoc report writing capabilities. These include integration with Microsoft Excel, Adobe Acrobat and Microsoft Word. The reporting and modeling capabilities of the system should include, but not necessarily be limited to, financial analysis, budget forecasting, budget preparation, monitoring, retrieval of historical data, pre-scheduled reporting and graphical representations of data and reports. They should also electronically deliver reports to individuals throughout the organization, and print professional checks and invoices.

2.05 COMPATIBILITY

The proposed software shall be fully compatible with SQL, ArcGIS 10.2 or above, Windows Server 2012, and Windows 7 Enterprise. Hosted cloud solutions must be browser compatible according to industry standards. Additional technical specifications have been provided under Exhibit I. The requirements defined in that section contain the overall general functions of the City's desired integrated software applications.

2.06 CONVERSION

The City currently uses Tyler Technologies' Eden financial software for the functions that are the subject of this RFP. The Proposer will be responsible for converting all data from July 1, 2012 up through the go live date to the new software.

2.07 PROPOSED TIMELINE

Below is a timeline that has been set for this project. The City reserves the right to modify, extend, or cancel any of the dates listed below.

July 13, 2016	Release RFP
July 29, 2016	Deadline for vendor questions or requests for information
August 8, 2016	Vendor responses or addenda posted on City website
August 29, 2016	Proposal deadline, 4:30 PM
August 29–September 16, 2016	Review and rate or rank proposals
September 19–September 28, 2016	Demonstrations, Q&As, site visits
September 29, 2016	Identification of final vendor for contract negotiations
October 3–October 14, 2016	Contract negotiations and development of work plan
November 16, 2016	Commission review and approval of proposed contract

III – PROPOSAL FORMAT AND INSTRUCTIONS

3.01 PROPOSAL INSTRUCTIONS

So that competing proposals can be compared equally, proposers must assemble their proposals in adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification due to non-responsiveness. Proposers must submit the proposal in a sealed package as described above in Section 1. Proposals received subsequent to the time and date specified in Section 1 will not be considered.

Proposals should be prepared as simply as possible and provide a straightforward concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on accuracy, completeness and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

When responding to the RFP, follow all directions carefully. Submit proposal contents according to the outline specified. Failure to follow these instructions may be considered an unresponsive proposal and may result in immediate elimination from further consideration. If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.

3.02 REVISIONS

If revisions become necessary to the RFP the City will provide addenda by posting on the City's bid site at http://bids.orcity.org. Acknowledgement of all addenda issued by the City must be so noted on any proposals that are submitted to the City. It is the sole responsibility of proposers to check the City's website periodically while preparing the proposal to ascertain whether any addenda have been issued. Failure to do so could result in a proposal being deemed nonresponsive.

3.03 SUBMITTALS

Submission of the proposal constitutes acceptance by the Proposer(s) of terms, conditions and requirements set forth herein. By submitting a proposal, the Proposer(s) will be providing a guarantee to the City that, if chosen, Proposer(s) will be able to provide the proposed products and services during the period of time discussed in this RFP.

3.04 PROPOSAL FORMAT AND CONTENT

The proposal should be organized into the following major sections to facilitate analysis of responses:

1. Title Page – The Title Page must show the RFP subject, name of the Proposer(s), address, telephone number, email address, and the date. Proposer shall also acknowledge any addenda issued on the City's website. The primary and secondary contact person(s) and their respective telephone numbers and email addresses should be included in this section.

2. Table of Contents

3. Executive Summary – This part of the response to the RFP should be limited to a brief narrative highlighting the bidder's proposal. 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 quotes and should be no more than one page.

4. Company Background – Provide proposer's background in relation to this RFP so the City can evaluate the proposer's financial stability, track record and its ability to support the commitments set forth in response to the RFP. Also include information for the software vendor's third party implementation partners on a separate sheet, if different. The City, at its option, may require the proposers to provide additional supporting information and/or clarify requested information. Please provide biographies of key staff members, including the company's president, client services manager, development manager, and project manager. The City also seeks biographies of staff members who will be involved with the City's implementation. Include key facts about each person, such as length of employment with the proposer, job responsibilities, previous work experience, and certifications held.

If the proposer(s) had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the proposer's non-performance or poor performance; and the issue was either (a) not litigated or (b) litigated and such litigation determined the proposer(s) to be in default. Submit full details of all terminations for default experienced by the proposer(s) during the past five years, including the other party's name, address, telephone number, and email address. Present the proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposer's proposal if the facts indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the proposer(s). If no such terminations for default have been experienced by the proposer(s) in the past five years, please specifically state this. If the proposer(s) had a contract terminated for convenience, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe, in detail, all such terminations, including the name, address, telephone number and email address of the other contracting party. A proposer's response that indicates that the requested information will only be provided if and when the proposer is selected is not acceptable. Restricting the proposer's response to include only legal action resulting from a termination for default is not acceptable.

5. Client References – Proposers should provide a list of all of their local government clients in Oregon. Also a list of at least five (5) references, with current contact information, which are similar in size and complexity to the City of Oregon City, and have implemented the proposed system within the past two (2) years in a comparable computing environment. Additionally, references should be utilizing a recent version of the proposed software. Regional clients are preferred, but the City understands this may be difficult, and inability to provide regional clients will not impact any evaluation of the proposal. Please inform references that they might be contacted by the City. The City will not work through a proposer's reference manager to complete a reference. The names, phone numbers and email addresses of the project manager or person with broad knowledge of the project must be listed for each reference.

Third-party software vendors or implementation firms providing products or services as part of this RFP should provide at least five (5) public sector client references. Ideally, references should be similar in size to the City and have a similar implementation scope.

6. Recommended Hardware and Operating System Requirements – Proposal must present, in detail, the recommended hardware or cloud environment required to utilize the proposed software. List the operating system software required to support the recommended computing environment. List any additional proposers' software products required to support your proposed application software. Also disclose what percentage of your current customers use the recommended platform. The proposer(s) must propose and install the software required to support the applications installed. Workstations, printers or changes that may be required to support the new environment (i.e., electrical, upgrades to the existing network, etc.) will be the responsibility of the City. Fault tolerant equipment is not required, however, "high availability" is desired (i.e., a system design protocol and associated implementation that ensures a certain degree of operational continuity during a given measurement period). Third-party equipment required to complete the proposed configuration is to be provided and installed by the proposer(s).

7. Features and Details of Proposed Software – The proposal must include, in detail, features and capabilities of the proposed software. The proposal must list and describe all proposed modules. Proposer must explicitly state the software module name(s) and versions proposed as part of this solution. Please provide an explanation as to how the proposed solution addresses the requirements described in this RFP. Responses should address all items identified, as well as other optional features recommended. The Proposer(s) should highlight features and capabilities that support the strength of the proposed solution. If the proposal does not include all required applications, clearly indicate which are being or not being proposed.

   The level of modular integration that exists between proposed modules should be clearly described. Additionally, the level of integration that exists between proposed third-party products and the main software should be addressed. Workflow tools included in the software should be highlighted in the proposal. A complete list of technical specifications is required.

   The proposal must include descriptions of the customization capabilities, including the ability to add fields and tables. Proposers will describe the data modeling and the reporting capabilities of the system being proposed. Include the level of user expertise necessary to independently create reports and whether or not they can be saved, shared and imported directly into other products (i.e. Microsoft Excel or Adobe PDF format). System users expect advanced reporting with analysis capabilities. Please also offer a short description about how your company's reporting solution can meet the reporting requirements of the Government Accounting Standards Board and develop Comprehensive Annual Financial Reporting statements. The reporting program should help the City systemize and speed the development of reports for management-level employees and elected decision makers. Describe how your organization's reporting package can support these efforts.

   Explain whether or not the proposed system is capable of running in a virtualized environment and how many clients have this implemented.

8. Project Costs and System Procurement Options – Proposal should provide a fixed price proposal to perform or cause to be performed all requirements described in this RFP, within the time specified by the initial project implementation plan. Proposer(s) shall

set forth their fixed price, along with all alternates and exceptions, if any. Services shall be quoted as "not to exceed" prices. Proposals that do not address this may result in disqualification. Proposers that do not provide all expected costs will be disqualified.

Pricing should be broken down so that the City can see the actual cost for the separate tasks and deliverables listed in the project plan. If there are other project costs, exceptions, exclusions or alternates, please provide further explanation on a separate page, including how those other project costs, exceptions, exclusions or alternates affect the project price.

Each vendor's cost proposal should include detailed information on the following key categories:

a. License fees for each application and supporting programs (reporting programs, etc.)

b. Training fees for each application and supporting programs (reporting programs, etc.)

c. Hardware and system software fees

d. Implementation services fees divided into: 1. Project Management 2. Technical services 3. Parallel testing/production user assistance 4. Data conversion 5. System staging

e. On site installation and technical staff training fees

f. Annual maintenance fees and costs of future upgrades

g. If a proposed solution has options for in-house hosting by the City and for an outsourced hosted solution, these costs must be identified and clearly described to include: start-up cost, and any annual fees. The City may request more information on the advantages or limitations of each option.

By submitting a cost proposal, the proposer represents and declares that it has carefully examined this RFP, all project requirements, project conditions (including hardware, software and physical conditions) affecting the performance of the work and that if its proposal is accepted, the proposer(s) will fully satisfy the requirements of this RFP at the price stated. Include the total price for all software, services, and additional costs to acquire all software and services referenced in the proposal, including third-party prices. If third-party products or services are included, do not provide separate versions for each third-party product.

Do not use "To Be Determined" or similar annotations for cost estimates. The City is asking proposers to estimate prices and hours for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Proposers may submit additional pricing sheets as an addendum. Every proposer must describe the licensing structure (i.e., based on number of users, number of citizens, etc.) and document the complete costs for licensing, installation and ongoing support of their proposed systems. Provide as much detail as possible.

In the proposal, include any procurement options available, including extended payment options for implementation of the project. Proposers should include

information about any installment payment plans available for the fixed costs of the project.

9. Database Conversion Services – The system must be able to utilize accumulated data from the systems currently in place. The migration path from the existing systems must include any necessary data conversion and importation from current systems to provide historical views data. The proposer(s) shall be responsible for the accurate documentation of the current location, file, field, and library names for the data, which will be necessary to populate the Licensed Application Software. The proposer(s) will be responsible for the accurate conversion of the City's current data in machine-readable form from the current hosted software databases currently in use for the City, as required by the Licensed Application Software. The proposer(s) will be responsible for writing and executing all the necessary conversion programs subject to final approval by the City. The City shall make all necessary data available to the proposer(s) to perform this data conversion effort.

   Discuss in detail any prior experience converting specific modules of Tyler Eden software to the proposed software, identifying any module / files that have not been successfully converted. For the purpose of this proposal, the proposer should assume that the conversion will include a minimum of five (5) years of historical data.

10. Implementation Plan – Project Management services are a critical component of this project as City resources are minimal and reasonable help from the vendor(s) will be required in order to successfully implement this system. To ensure the project remains on time and within budget, and occurs without unacceptable interruption of essential financial services, the City requires the selected vendor(s) to assign a Project Manager to oversee the entire implementation project. This person will work with City staff to ensure the project is executed on time and within budget. Staff utilized by the vendor must have sufficient expertise related to installation of the applications and to training in the operation of those applications, so as to be highly effective in their respective tasks. Work performed unsatisfactorily will be repeated by the vendor(s) until successful at no additional charge to the City.

    The vendor(s) will design a weekly progress status report form covering the period of time between contract signing and the Letter of Completion. The progress report must include current progress against the project plan, itemize the activities accomplished since the previous progress report, the specific activities planned for the following week, and any problems which have occurred or are anticipated. The form's design and adequacy will be subject to City approval. Progress reports will be prepared weekly by the vendor(s), and sent via email to the City's Project Manager. Meetings will be held weekly with the City's Project Manager and vendor's Project Manager to discuss the report and any other issues that arise. Progress reports will be discontinued when the City, in its sole judgment, deems the project to be complete and in conformance with the contract documents.

    The proposal must include a project implementation plan, including an activity by activity critical path calendar day project schedule, including logic ties to each activity. This section should address all key phases including, but not limited to, project planning, installation, configuration, data conversion, testing, rollout, and support. This implementation plan should include:

a. The critical path schedule, including a description of each proposed phase, milestone and associated deliverable
b. Contract time in calendar days from 'Notice to Proceed' to 'Notice of Completion'
c. Deliverable due dates
d. Critical meetings
e. Detailed tasks
f. Proposed phases
g. An overview of services proposed for analyzing the City's existing business processes and how they will translate into the proposed system
h. Task owner(s)
i. Detailed project planning process/methodology
j. Organizational change management methodology
k. Project risk management/mitigation
l. Conversion support plan
m. A table listing City staff assignments and proposed labor hours for all tasks
n. A table listing vendor staff assignments and proposed labor hours for all tasks
o. Project dependencies
p. Periods of unavailability

Pricing for implementation services should include all costs associated with a successful and complete installation and configuration of the system, and all associated implementation tasks. Provide an overview of services proposed for changing the City's existing business processes.

The City acknowledges that some software companies partner with implementation specialists for technical and training supports. This practice is acceptable. However, the vendor(s) shall disclose the legal name of those companies providing supplemental support and describe the services each third-party implementation company provides. Please provide the hourly rate for implementation consultants. Note: The City acknowledges that it does not possess the staffing necessary to complete the entire installation alone. The vendor(s) shall work in conjunction with the City's employees.

11. Training and Documentation – The City seeks comprehensive installation and training services. It is the City's intention that the selected vendor(s) shall provide project management, technical installation expertise, and training to help alleviate employee stress and speed employee acceptance and usage of the new system. The City believes that thorough training is necessary for the success of the system implementation. Training sessions may be recorded by the City and shall become the property of the City.

Describe your proposed training program for system users and system administrators along with documentation that is included (i.e., training manuals, technical manuals, user guides, data element dictionary, and context-sensitive online help text with customizable screens). The vendor(s) must establish and implement a training program to teach the skills and knowledge necessary to effectively use the technology being proposed. Once the system is installed, the vendor will be required to return and provide advanced training for both end users and system administrators within approximately ninety (90) days after final system acceptance.

Trainers shall be experienced and knowledgeable in the specific application software they are teaching and shall be familiar with the procedures in similar environments to the City. The City may request a replacement trainer if, in the opinion of the City, there is evidence that the trainer initially scheduled has been ineffective in conducting specific training sessions. When the vendor receives notification that a particular training session was ineffective because of the qualifications or techniques of the trainer, the City will be entitled to withhold payment until a makeup session with a qualified trainer can be completed.

The vendor(s) must provide a detailed plan for training. This information should include:

a. Overview of the proposed training plan and strategy, specifying how and when training is to be delivered for both on-site and off-site training, web training services for the core project team, end users, and technology personnel.

b. Description of the role of City and vendor's staff for training, including the design and implementation of the training plan, development of training materials, and level of assistance with training.

c. Descriptions of classes/courses proposed in the training plan. Vendor should specify the unit of measure for its training (i.e., units, classes, days, etc.) and define the hours associated with these units of measure. The vendor must be very clear about exactly what training courses are included in the cost of the proposal and for whom (i.e., finance, payroll, cashier, etc.)

d. Written overview of task sequences.

e. Options for ongoing training. Indicate locations, frequencies, topics, and budget estimates for ongoing training.

f. Operating and maintenance manuals that will be provided, including how those would be accessed by end users, and providing a sample of the formats of those documents.

12. Software Licensing – Include pricing for all items including, but not limited to, all database server licenses, or hosted services, client licenses, web licenses, report generators, third-party software (if any), and any add-ons or toolkits that may be required to facilitate full use of the system proposed.

a. Describe your licensing scheme (enterprise, module versus system, concurrent versus named, external internet user(s), query versus user, etc.)

b. Identify how costs are determined for adding additional users after the initial purchase

13. Maintenance, Support Services and Enhancements – The vendor(s) must be cognizant that the City resides in the Pacific Time zone and must be able to provide knowledgeable and timely product support for this area. The vendor(s) will be responsible for providing ongoing user and technical support during the City of Oregon City's normal business hours, which are 7:00 AM to 6:00 PM, Pacific Time, Monday through Friday, with after-hour emergency support available. Specify support options for after hours and weekends. The vendor(s) must also disclose how it solicits feedback

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from its customers and incorporates the information into the software. Also describe the testing process for patches, updates, and releases.

The support must be available in a variety of areas including, but not limited to, installing and configuring product updates as they become available, addressing product inquiries and product errors in a timely manner, and providing documentation for product upgrades and using client feedback to determine product enhancement priorities. Please include a copy of a support and maintenance agreement and an internal support staffing plan.

The City is interested in a five (5) year commitment from vendors in a maintenance agreement with prices capped at the CPI index. The City desires to partner with a technology company providing top-quality customer services. Please provide information about the support your organization provides, including:

a. Phone and web-based help, including the hours available

b. Tracking system for ensuring requests are promptly addressed

c. Problem reporting and resolution procedures

d. Any special support plans, including support for older versions

e. Frequency and delivery mechanism for new software releases

f. Notification and delivery method for bug fixes and patches

g. Methodology of integration of any client modifications with new versions, upgrades or enhancements.

14. Process Controls and System Security – The system should provide edit controls to prevent incomplete or incorrect data from being processed and programmatic control of the process flow to prevent information from being processed in the wrong sequence. Describe the system security controls in place to prevent unauthorized access to the database, maintain database process controls, and log all database transactions. In addition, describe how the system limits access to application software screens, data elements, and the contents of data elements based on individual roles. The proposer(s) should include a detailed description of the proposed system's security model; including the type of intrusion monitoring that is contained/enforced to limit possible threats. Describe the security setup and configuration process, along with the ongoing maintenance and support requirements for the City. Include whether or not it integrates with Microsoft's Active Directory.

15. Other Features – Identify which mobile devices will interface with proposed software and if they can be used wirelessly or must be manually synced. The system must permit the import and export of information to and from other systems. This would enable reports and queries to be run against this data. Explain the capabilities your system provides in terms of integration and export capabilities to third-party products and whether additional licensing, training and support costs are involved in the export of data from the system proposed to third-party software applications. Refer to Exhibit I for a list of various interfaces the City uses.

16. Modularity and Phase Approach – The system must be modular in design so that new application components can be integrated with the system to accommodate a phased implementation and take advantage of new technological advances. Once implemented, the system must be able to easily expand to include new capabilities without negatively impacting previously implemented functionality. Describe your approach to phasing in the applications required, including the order they would be implemented, how they would be grouped and why. Also explain what level of redundant data entry processes would be necessary during a phased implementation and the potential impact on staff resources. A phased approach would require that newly implemented applications be able to interface with applications that have not yet been converted. Describe how this would be handled.

17. Acceptance Testing – Describe your methodology for acceptance testing and the criteria to be used for final system acceptance (after installation, testing and "go live"). Once the hardware and Application Software have been delivered, installed and configured, and the vendor has converted any relevant City data and trained the designated City resources to operate the basic components of the Licensed Application Software, the testing period can begin. During this time the vendor(s) shall provide access (at no additional charge) to a qualified technician, either on site or via telephone. This technician will assist the City in testing of the applications. If any part of the Licensed Application Software and integrated subsystems should fail (i.e., not perform according to the function and feature required), the City may designate that portion as a project for completion at a later date and apply other remedies as may be available. If one or more portions of the Licensed Application Software are designated for later completion, the vendor shall proceed with completion of all other functional portions of the Licensed Application Software. Sixty days after "go-live", a list of remaining issues will be compiled. Final acceptance will take place after these non-conforming elements are corrected, except for minor or inconsequential problems at the sole discretion of the City.

18. Additional Information – Proposer should include sample copies of vendor forms including but not limited to software licensing agreement, maintenance agreement, contracts, standard reports, user guides, project plans. Proposal should also include samples or screen shots of entry screens, menus screens, journal entry screens, report screens, etc.

IV – EVALUATION

4.01 EVALUATION METHOD

The City will evaluate all proposals deemed responsive to this RFP by a committee selected by the City. The initial evaluation will consider only the qualifications and demonstrated experience of each respondent. Following the evaluation committee's analysis of the written proposals and discussions, the responses will be ranked to establish the highest score. During the evaluation process, the City reserves the right, where it may serve its best interest, to request additional information or clarification from firms submitting proposals. Proposers may be asked to provide onsite demonstrations. Discussions and negotiations may take place with the short list of proposers to ensure clarification and to obtain a best and final offer. The designation of a finalist will be based upon the proposal that is determined to be the most advantageous to the City. Negotiations will then take place with the finalist. If the negotiations result in a satisfactory agreement, a contract will be recommended to the City Commission for review and approval. If negotiations with the finalist are not satisfactory, the City will again review the proposals and identify a new finalist, or the City may discontinue this project, or may issue a new RFP.

4.02 EVALUATION CRITERIA

The intention of the City is to procure functionally complete, cost effective and integrated software applications. The City will review all proposals as part of a documented evaluation process. Proposers not originally selected may be selected at a later date. The sole purpose of the evaluation process is to determine which solution best meets the City's needs.

The criteria that will be used to evaluate proposals shall be as follows:
a. Ability to meet the City's desired functional and technical requirements
b. Proposer's qualifications and experience
c. Quality, clarity, and responsiveness of proposal in conformance with instructions
d. Cost and quality of software including life expectancy, implementation services, and proposed payment plans for project
e. Ongoing licensing and maintenance costs
f. Timeliness, professionalism and responsiveness of support
g. Demonstrated performance of proposed system
h. Demonstrated success in converting and integrating historical data from Tyler Eden systems
i. Implementation strategy and timelines
j. Compatibility with current and future technological requirements
k. Capacity, flexibility and ability of proposer to perform contract in timely manner and on budget
l. Adequate staff to allocate to project with applicable backgrounds and experience
m. Proposer's financial stability
n. Onsite demonstrations
o. Training plans

4.03 EVALUATION STRUCTURE

The evaluation process is not designed to award the contract to the lowest cost. Instead, it is intended to help the City select the vendor who provides the best value to the City, who

provides the most responsive and responsible combination of attributes including price and based on the selection criteria. The City reserves the right to negotiate with the selected Vendor(s) to acquire the best combination of software applications and level of implementation assistance that best meets its needs within any limitations of available funding.

The evaluation committee is responsible for making the award recommendation to the City Commission, the final decision-making body. The decision to select software and service suppliers is solely that of the City. The award will be given to one or more responsible vendor(s) qualified by experience to perform the services specified herein.

V – CONTRACT TERMS AND CONDITIONS

5.01 STANDARD TERMS AND CONDITIONS

Below are standard contract terms and conditions that the City expects to be part of any agreement with the Vendor(s). Responding to this RFP implies your willingness to comply with each condition. Any exceptions to these conditions will need to be noted by the Proposer in the RFP. Contract terms in the final agreement should include, but not be limited to, those listed below. A copy of the City's Personal Services Agreement is attached as Exhibit II.

5.02 APPLICABILITY

The provisions of this RFP, including but not limited to these terms and conditions, will be made part of each agreement resulting from this solicitation. The City may amend or revise these terms depending on the individual proposals or as a result of negotiations. No RFP is accepted until the final contract terms are approved by the City Commission.

5.03 PAYMENT

Payment for the ERP System and for the implementation services rendered pursuant to any agreement resulting from this RFP shall be made in amounts and at times set forth in the resulting agreement (the "Agreement"). Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers. City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the City. Any reimbursement for expenses, as allowed in the agreement and that are included in the invoice, must be supported with attached billing for such expenses.

Amounts disputed by City shall be made known to Consultant within thirty (30) days after receipt of such invoice and the City shall pay to Consultant the undisputed portion of the invoice and disputed amounts may be withheld pending settlement. If the City fails to pay any invoiced amounts within 30 days, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item, which is finally resolved in the City's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement. Implementation services will be paid on a not-to-exceed basis, only on a deliverable completion basis, meaning the City will pay only when the Vendor(s) has satisfactorily completed mutually agreed upon payment deliverable. City shall not pay any amount in excess of the compensation amounts set forth in the Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes. In addition, the City may apply a retention rate of 10% to all service payments with such retention being released on final acceptance of the entire system, which will be defined during the contract negotiation phase. Acceptance testing will be completed before final payment is made.

5.04 Software License

The Vendor(s) shall grant the City a perpetual, nontransferable, nonexclusive license under the terms of the Agreement to use the ERP System on its network, or on an externally hosted network, or as part of a software as a service model. The City shall have the absolute right to upgrade or replace any equipment in the network and continue to use the ERP System on the network. The City shall not be required to pay the Vendor(s) any additional licensing fee or other fees as a result of using the ERP System in conjunction with the upgraded or replacement equipment on the network.

5.05 Software Maintenance Fees

The City requests a five (5) year commitment from the Vendor(s) in a maintenance agreement with price increases capped at the CPI index.

The annual maintenance agreement includes all technical support services, software maintenance services, licensed application software upgrades, fixes and enhancements. The fees will commence one (1) year after the successful implementation and the issuance of the Letter of Completion. As long as the City is current on maintenance, migration to a new product with similar functionality by the same Vendor(s) will be at no additional cost, with exception to any additional licenses, if needed.

5.06 Additional Users and Modules

The City will require price protection for a minimum of two (2) years from the effective date of the final acceptance of the project for additional City users and modules that are listed on the RFP, but are not initially purchased.

5.07 Key Deliverables and Liquidated Damages

The project plan is to be delivered within a contractually specified timeframe after contract signing. Delay or failure to complete in a timely manner may result in the assessment of liquidated damages up to $1,000 per day. Other key deliverables (Design Document, GO Live Date, and any other deliverable that can be deemed substantially the responsibility of the Vendor(s)) may also be subject to the assessment of liquidated damages if the Vendor(s) misses these key timeframes.

The contract will include the following scope of Vendor(s) services:

a. All services and work necessary for the implementation of all Licensed Application Software, subject to the Project Schedule and meeting the Project Task Requirements to completion;
b. All training and documentation as required;
c. Continuing Software Maintenance Services;
d. Continuing Technical Support Services;
e. Software Warranty (which will remain in effect as long as maintenance is current);
f. Data Conversion;
g. Except as otherwise specifically stated in the contract, Vendor(s) shall furnish all labor, materials, equipment, products, tools, transportation and supplies required to complete the project.

5.08 DOCUMENTATION AND COPYRIGHT

Collected data, analyses, and any analytical processes, programs and files developed as a contractual requirement are the sole property of the City. Programs shall be completely documented, including the file layout. The City may, at its sole discretion, waive title to any portion or all data and analyses.

5.09 INTELLECTUAL PROPERTY RIGHTS

The Vendor(s) will indemnify and hold harmless the City from liability of any kind, including costs and expenses for or on account of any copyrighted service marked, trademarked, patented, or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the City. If the Vendor(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.10 CONTRACTUAL GUARANTEES

By submission of a proposal, the Vendor(s) certifies that the prices in this proposal have been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other Vendor(s). The Vendor(s) warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. The Vendor(s) has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of this contract to any employee, official, or current contracting consultant of the City. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.11 WARRANTY

A warranty is sought for both the software and implementation services. It is assumed that Vendor(s) have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process and in addition to the below stated, must meet requirements of the attached contract agreement.

a. Implementation Services Firm- The City also requires a warranty for the services (i.e., work products, developed modifications and system configuration) for a minimum of 24 months after the final acceptance date (as will be defined during the negotiation process) of the respective modules. The Vendor(s) and any implementation services firm must ensure that the implemented software conforms to the requirements with a positive response and warranted by the software Vendor(s).

b. Compliance with State and Federal Audit Requirements- As long as the City maintains continuous support for the Licensed Application Software, the Vendor(s) shall ensure that all application software will comply with any and all current State and Federal audit requirements, such that the City will not be liable for program flaws which may violate any such requirements.

c. Warranty of Performance- The Vendor(s) warrants that the Licensed Application Software will perform error free in accordance with its specifications and requirements as set forth in the contract, if properly used in the operating environment. The Vendor(s) warrants that all components are interoperable and the configuration is complete and suitable for the purpose and use specified by the City. The Vendor's warranty of performance shall be based on the specifications, terms and conditions contained in the contract as a whole, including Attachments, the RFP and Change Orders. Any future upgrades will have no adverse impact on the interoperability of the Licensed Application Software. This Warranty of Performance and other Provisions of this contract shall supersede and replace the provisions of any other document enclosed with or accompanying any packaged software documentation provided by the Vendor(s).

d. Software Warranty- The selected software Vendor(s) will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP and responded to with a positive response will become part of the selected Vendor's software license and the software Vendor(s) will warrant to the requirements. At no charge to the City, the Vendor(s) will promptly correct errors so that the software at all times meet all technical and other requirements of the contract. Any Vendor(s) inability to promptly correct a defect in an application or provide a replacement product shall constitute a material breach of the agreement and the City may pursue all available remedies, including, but not limited to a refund of all Software license fees. The selected Vendor(s) must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional and technological requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all modules/suites/applications included in the implementations.

In the event the Vendor(s) ceases to provide maintenance and support for the Licensed Application Software (including any Vendor(s)-supplied updates) for reasons other than the City's failure to pay maintenance fees, a current copy of the Source Code for the Licensed Application Software with complete system documentation will immediately be provided to the City in order to ensure continued maintenance.

No City or Vendor(s) employee has the authority to bind either party to any oral representation or warranty, unless specifically identified as the agency's authorized representative.

5.12 CHANGES

The scope of the project can only be modified through an executed written Change Order document agreed to and signed off by the City and the Vendor(s). The City or the Vendor(s) may request such changes in writing and shall specify:

a. The nature of requested change or modification to the contract in detail;
b. How the proposed change or modification impacts the contract and Project Schedule;
c. The specific reason for the proposed change or modification;
d. The name and signature of the City or Vendor(s) representative proposing said change or modification.

The mutually agreed upon changes would then be made to the Project Schedule. If a Change Order request is made by the City, the Vendor(s) shall provide a written response to each change or modification requested and provide a written quote within ten (10) working days following receipt by the Vendor(s) of the City's request, including schedule impacts. If a Change Order request is made by the Vendor(s), the City shall within ten (10) working days provide a written response to each change or modification requested. Neither the City nor the Vendor(s) is under any obligation to accept a proposed Change Order. Acceptance of a Change Order request is subject to compliance with the City's current purchasing policies. Upon acceptance of a Change Order, and it being fully executed by both parties, it shall become part of the contract.

5.13 COMPLIANCE WITH APPLICABLE LAW

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.320 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

5.14 PROFESSIONAL STANDARDS

Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

5.15 DEFAULTS

Any failure to perform or fulfill any provision of this contract shall be a default. City shall give Vendor(s) written notice of any default and Vendor(s) shall have 30 days to cure the default, and if the default is not cured within 30 days of written notice describing the default, Vendor(s) shall be in breach of the contract. In the event of a material contract breach by the Vendor(s), including if Vendor software application fails to perform as required, the City shall have the right to recover from the Vendor(s) damages attributable to the breach by the Vendor(s), including recovery of all fees, license costs and other monies paid by the City under the Contract and consequential damages recoverable under tort law principles. In the event the City is ultimately determined in material breach of its obligation under the contract, Vendor(s) shall recover money due under the agreement and contract damages, if any.

5.16 INDEMNITY AND INSURANCE

Vendor acknowledges responsibility for liability arising out of Vendor's negligent performance of this Agreement and shall hold City, its officers, agents, consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by

Vendor(s), or the agents, consultants or employees of Vendor(s) provided pursuant to this Agreement.

Within ten (10) days after the execution of this Agreement, Vendor(s) shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Vendor(s) will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Vendor(s) shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Vendor(s) and its consultants and agents.

a. Workers' Compensation Coverage. Vendor(s) certifies that Vendor(s) has qualified for workers' compensation as required by the state of Oregon. Vendor(s) shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days advance written notice to City. All Vendor(s) shall maintain such insurance.

b. Comprehensive, General, and Automobile Insurance. Vendor(s) shall maintain comprehensive general and automobile liability insurance for protection of Vendor(s) and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Vendor(s)'s operation, each in an amount not less than $1,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Vendor(s).

c. Errors and Omissions Insurance. Vendor(s) shall provide City with evidence of professional errors and omissions liability insurance for the protection of Vendor(s) and its employees, insuring against bodily injury and property damage arising out of Vendor(s)'s negligent acts, omissions, activities or services in an amount not less than $500,000 combined, single limit. Vendor(s) shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

5.17 ARBITRATION

Any dispute arising out of or under this Agreement shall be determined by binding arbitration. The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

a. If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

b. If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

c. Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

d. Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

5.18 TERMINATION FOR DEFAULT OR FOR CONVENIENCE TO THE CITY

If the City terminates this agreement for cause, the City may, by written notice of default to the Vendor(s), terminate contract in whole or in part if the Vendor(s) fails to:

a. Maintain the staffing levels as outlined in the Statement of Work, deliver the deliverables or perform the services within the time specified in the contract or any amendment thereto;

b. Make progress, so that the lack of progress endangers performance of the contract;

c. Perform or observe any of the other provisions of the contract.

The City's right to terminate the contract may be exercised if the failure constitutes a material breach of the contact and if the Vendor(s) does not cure such failure within the time frame stated in the City's Notice to Cure, which in no event shall be less than fifteen (15) days. In addition to the terms listed below, termination provisions may be further listed in the contract.

If the Agreement or contract is terminated for cause, the City may require the Vendor(s) deliver to the City, as directed by the City, any completed or partially completed deliverables, related to the terminated portion of the contract, and any plans, working papers, forms, documentation formats, etc., necessary for understanding of the deliverables of services. Upon direction of the City, the Vendor(s) shall also protect and preserve property in its possession in which the City has an interest. The City shall pay contract prices for completed deliverables delivered and accepted. Failure to agree will constitute a dispute under the "disputes" clause. The City may withhold from these amounts payable to Vendor(s) any sum it determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. If, after termination, it is determined by a final ruling in accordance with the "disputes" clause that the Vendor(s) was not in default, the

rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

The contract may be terminated in whole or in part, by the City whenever it is determined that such termination is in the best interest of the City, which termination shall be effective at 11:59 p.m. on the intended date of termination (the "Termination Date") after the City shall have delivered to the Vendor(s) a notice specifying the extent to which provision of services under the contract are terminated. Any termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

5.19 INDEPENDENT CONTRACTOR STATUS

Vendor(s) shall be free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results. Vendor(s) is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Vendor(s) shall furnish the tools or equipment necessary for the contracted labor or services. Vendor(s) agrees and certifies that:

a. Vendor(s) is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Agreement;

b. Vendor(s) is not eligible for any federal social security or unemployment insurance payments. Vendor(s) is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Vendor(s) under this Agreement;

c. Vendor(s) has filed federal and state income tax returns in the name of the business as part of the personal income tax return for the previous year for labor or services performed as an independent contractor in the previous year;

d. Vendor(s) agrees and certifies that it is licensed to do business in the state of Oregon and that, if Vendor(s) is a corporation, it is in good standing within the state of Oregon. Additionally, Vendor(s) is required to obtain a City of Oregon City Business License.

5.20 NO THIRD-PARTY BENEFICIARIES

City and Vendor(s) are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

5.21 PAYMENT OF LABORERS; PAYMENT OF TAXES
Vendor(s) shall:

a. Make payment promptly, as due, to all persons supplying to Vendor(s) labor and materials for the prosecution of the services to be provided pursuant to this Agreement;

b. Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement;

c. Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished;

d. Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Vendor(s) under this Agreement and, unless Vendor(s) is subject to

back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Vendor(s)'s federal or state tax obligation;

e. Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

If Vendor(s) fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due Vendor(s) by reason of this Agreement. The payment of a claim in this manner shall not relieve Vendor(s) or Vendor(s)'s surety from obligation with respect to any unpaid claims. Vendor(s) and subcontractors, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

5.22 INTEGRATION AND CONTRACT PROVISIONS

These terms and conditions mentioned herein or incidental hereto are integrated with the contract, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof. This RFP and the successful proposal shall be incorporated into any contract resulting from this solicitation. To the extent necessary, the City may rely upon those documents to determine the intent of the contract, but the specific terms shall be set forth in a final contract agreement negotiated as part of finalizing the RFP process.

5.23 LEGAL EXPENSES

In the event legal action is brought by City or Vendor(s) against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

5.24 SEVERABILITY

The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

5.25 NUMBER AND GENDER

In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

5.26 CAPTIONS AND HEADINGS

The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

5.27 HIERARCHY

The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. Should contrary provisions be included in a Personal Services Agreement, those contrary provisions shall control over these conditions.

5.28 CALCULATION OF TIME

All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

5.29 NOTICES

Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

5.30 NONWAIVER

The failure of City to insist upon or enforce strict performance by Vendor(s) of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

5.31 INFORMATION AND REPORTS

Vendor(s) shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Vendor(s) shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Vendor(s). Copies as requested shall be provided free of cost to City.

5.32 CITY'S RESPONSIBILITIES

City shall furnish Vendor(s) with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Vendor(s) in carrying out the work herein and shall provide adequate staff for liaison with Vendor(s).

5.33 AUTHORIZATION

The person signing this Agreement on behalf of Vendor(s) hereby covenants and warrants he or she is authorized to do so and that his or her signature will fully bind Vendor(s) to the terms and conditions of this Agreement. Upon City's request, Vendor(s) shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties.

5.34 NONAPPROPRIATION OF FUNDS

The complete installation of the enterprise Resource Planning System is contingent on budgetary funding from the biennial City Budget. Funding may be allocated in phases over several fiscal years or biennial budgets. In the event that sufficient funds are not appropriated for the contract payments required to be made in future fiscal years, then the City at its sole discretion may terminate the contract at the end of the current fiscal year, without penalty or additional expense. If non-appropriation occurs, the City agrees to

deliver written notice to the Vendor(s) of such early termination at least 30 days prior to the end of the current fiscal year.

5.35 EQUAL OPPORTUNITY EMPLOYER

The City of Oregon City is an equal opportunity employer, and all Vendors are required to be equal opportunity suppliers or contractors as defined by all applicable state and federal laws and regulations.

5.36 LETTER OF COMPLETION

The City will provide the Vendor(s) with a Letter of Completion confirming that Vendor(s) has fully implemented the purchased applications and related services when:

a. The Vendor(s) has met all requirements of the contract, including completion of all services and work necessary for installation of all licensed application software, subject to the Project Schedule and meeting all of the Project Task Requirements for project completion.

b. The Vendor(s) has provided training to the City as required by the contract.

c. The Vendor(s) has provided all licensed application software to be purchased under this contract, along with web application or third party integration software, as set forth in the contract and all technical and user documentation relating to all licensed application software.

d. All required Acceptance Testing is complete and accepted by the City.

e. All licensed application software covered by the contract is installed and operational.

f. Documentation is presented to the City representing a complete system backup of the application software and data.

g. All Software Maintenance Services and Technical Support Services are in place and functional.

5.37 NEWS RELEASES

News releases and/or advertising pertaining to this procurement or any part of the subject shall not be made without prior, written approval of the City.

EXHIBIT I

TECHNICAL SPECIFICATIONS AND STATISTICS

Please address each of the following specifications as it relates to your product's specifications. If your system cannot meet these requirement please note the deficiencies.

1. Processing Environment: A preferred or specific hardware platform will not be specified in an effort to obtain the widest range of software solutions to meet the City's information processing needs.
2. Database: The database design should be SQL-based or compatible. Table and column names should be intuitively labeled and linked columns should be consistently named.
3. Real-Time Mode: Applications are expected to run in real-time mode. Mobile solutions must address real-time permit requests-updates from the field. Historical transactions will be used to drive reporting and interaction among systems. The system should support an unlimited number of years of history with no performance degradation as history grows.
4. Login: System must use unique, singular logins for users that can be grouped with varied expiration dates and provide detailed audit trails required by the City's auditors.
5. Tables: Dynamic tables must be used where applicable to preclude repetitive entry for validity checking and to eliminate program code changes when rules are changed or added. Systems with flat, ISAM, COBOL or MS-Access based files will not be considered.
6. Work Flow: The system should provide work flow capabilities in all applications, with user-defined business rules, processes and securities. It should allow for an unlimited number of steps/approvals/notifications on any single work flow.
7. Security: Security must be detailed and provide several levels, including application, processes, menus and every field. In addition to individual user securities, the system should also allow for easy grouping of users to minimize security set-up.
8. Support: The selected vendor(s) must be able to provide timely and adequate telephone support during the City's normal business hours. Vendor(s) support must deal with issues related to adjunct third-party software. Vendors will also deal with database issues that preclude functionality of their products. The City intends to rely solely on the application vendor(s) as its support source. Please note your average response time and your methodology for prioritizing calls.
9. Hardware: Proposals are for software only. Please list all hardware requirements. The City intends to acquire, implement, and maintain its own hardware and network.

CURRENT ENVIRONMENT

The current software the City uses for Financials, Permits, Planning, Development review, Business Licensing, and Utilities has some challenges. Some of the issues staff currently is experiencing with our current system are:

1. Staff finds it hard and time consuming to use

2. No direct links between licensing, permits, changes in business uses exist for verification during application or development process
3. Changes to Fees and rates are consuming and not intuitive
4. Permitting process and modification of workflows are confusing
5. There is no mobile component
6. Poor built-in GIS viewer or access module
7. Poor reporting of daily tasks, status, and overall executive-level financial reporting.

Each vendor submitting a proposal should evaluate the following list of likely interfaces. If it is unlikely that the functionality provided below can be provided by the vendor's software, the cost of an interface to these systems shall be included in the cost of the proposal. Any interface not available should be specifically explained in the proposal. Vendors must be specific as to how the functionality will be performed.

Data	Source Application	Target Application
Import of meter reads	Text File	Utility Billing
Utility Bill Bank Drafts	Utility Billing	US Bank
Export W-2 State and Federal Tax Data	Payroll	State of Oregon and Federal online sites
Export 1099 State of Oregon & Federal Data	Accounts Payable	State of Oregon and Federal online sites
Export Quarterly State of Oregon Tax Data	Payroll	State of Oregon
Export Retirement Data	Payroll	State of Oregon PERS site
Import Property Parcel Information		Clackamas County
Acquire Spatial-Related Data in Real Time to Display Data Fields (addresses, legal lots, parcels, certificates of compliance, census tracts, etc.)	GIS (ESRI ArcGIS)	
Export Positive Pay Data	Accounts Payable	US Bank, Wells Fargo
Export ACH Payments	Accounts Payable	US Bank, Wells Fargo
Import Customer Payment Data from Payment Services, or Credit/Debit Card Payments Made Online or Via Automated Phone System	Checkfree, Online, Lockbox	Utility Billing Module, Cash Receipting, Accounts Receivable Module
Import ACH Payments for Accounts Receivable and Utility Billing	US Bank	Utility Billing Module, Cash Receipting, Accounts Receivable Module
Export Utility Billing File to 3rd Party for Printing Utility Bills, Delinquent / Cutoff Notices	Utility Billing	3rd Party Site
Import / Export Data from / to Excel, Word, Adobe, etc.	All Modules / Microsoft Office, Adobe Acrobat	All Modules / Microsoft Office, Adobe Acrobat

Export Information to City's Email, Calendar	All Modules	Microsoft Exchange
Export Customer Lien Information to Electronic Lien Docket	Special Assessments Module, Accounts Receivable Module, Utility Billing Module	Electronic Lien Dockets – 3rd Party Site
Import Timekeeping Information	3rd Party Software (Unless provided by Vendor)	Payroll Module
Import Electronic Permit Applications and Payments	State e-permitting, Viaklix	Permitting Module
Import Cash Receipting and Payment Information from Library System	Clackamas County Library Network (LINCC)	Cash Receipting
Import Applicant Information for Onboarding	Neogov	HR / Payroll Modules
Backflow Testing Utility Customer Information	Utility Billing	XC2

The following table contains data about the City's current operations by function. Vendors should refer to this table when responding to the business requirements.

General Ledger	
Number of Funds	17 City; 1 UR; 3 South Fork
Pooled Cash, Bank Accounts	3
Number of Accounting Periods	12 + multiple year end periods
Fiscal Year	July 1 – June 30
Accounts Payable	
Number of Vendors	Approximately 2,000
Number of Checks	Annually 6000 City; 300 UR; 600 South Fork
Frequency of Check Runs	Weekly

Budgeting	
Budget frequency	Biennial
Number of budget levels	3

Payroll	
Pay Frequency	Monthly, last working day of month, mid-month draw
Number of Employee Payroll	225 Direct Deposit, 2 Live Checks per month
Number of W-2's	309

Utility Billing	Number of pay codes 71
Types of services billed	Water, Sewer, Stormwater, Pavement Maintenance, Community Safety
Number of billed classes	7
Rate type	Flat and Volume
Inside / Outside rates	Yes
Winter / Summer rate changes	Yes
Billing frequency	Monthly
Average number of bills per month	11,000

Low income, budget billing	Yes
Bank, credit card recurring payments	Yes

Permitting & Inspection	
Annual Planning permits issued	550
Annual Building permits issued	2,500

Code Enforcement and Parking	
Code enforcement cases per year	1500 average

Other	
Business Licenses	3,500