

Request for Proposals for Software and Implementation Services for an Enterprise Resource Planning (ERP) and Utility Billing Software Systems Environment



Solicitation Due Date: Wednesday, March 02, 2022 **Time:** 3:00 p.m. (Central Time)

All Proposals must be received by City of Lakeville, (City) by the date and time cited above. It shall be the Proposer's sole risk to assure submission by the designated time.

VENDORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Solicitation packages can be obtained by downloading from the City purchasing website, <https://www.lakevillemn.gov/611/Bid-Requests> Should you experience problems downloading the solicitation, contact Jerilyn Erickson, Finance Director, via email: jerickson@lakevillemn.gov

All questions concerning the RFP **must** be submitted via email only, to BerryDunn (Kate Offerdahl-Joyce – kate.offerdahl-joyce@berrydunn.com). Communications with City staff or elected officials may disqualify you from the evaluation process.

Forms, Worksheets, and Other Attachments

Attachment A – Proposal Response Forms

(See MS Word document "City of Lakeville ERP RFP – Attachment A.docx")

Attachment B – Functional and Technical Requirements/Capabilities

(See MS Excel spreadsheet "City of Lakeville ERP RFP – Attachment B.xlsx")

Attachment C1 – Cost Worksheets

(See MS Excel spreadsheet "City of Lakeville ERP RFP – Attachment C1.xlsx")

Attachment C2 – Cost Narrative

(See MS Word document "City of Lakeville ERP RFP – Attachment C2.docx")



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1 RFP Introduction and Background

1.1 Introduction

The City of Lakeville (City) is soliciting Proposals from Proposers capable of satisfying the needs for consulting services to implement a new software systems environment to address the City's needs related to Enterprise Resource Planning (ERP).

In addition to soliciting written responses, this document provides information to assist Proposers in preparing their responses, and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Proposers
- Specifies the desired format and content of Proposals in response to this RFP
- Outlines the City's evaluation and selection procedures
- Establishes a schedule for the preparation and submission of Proposals in response to this RFP

This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation.

1.2 About The City

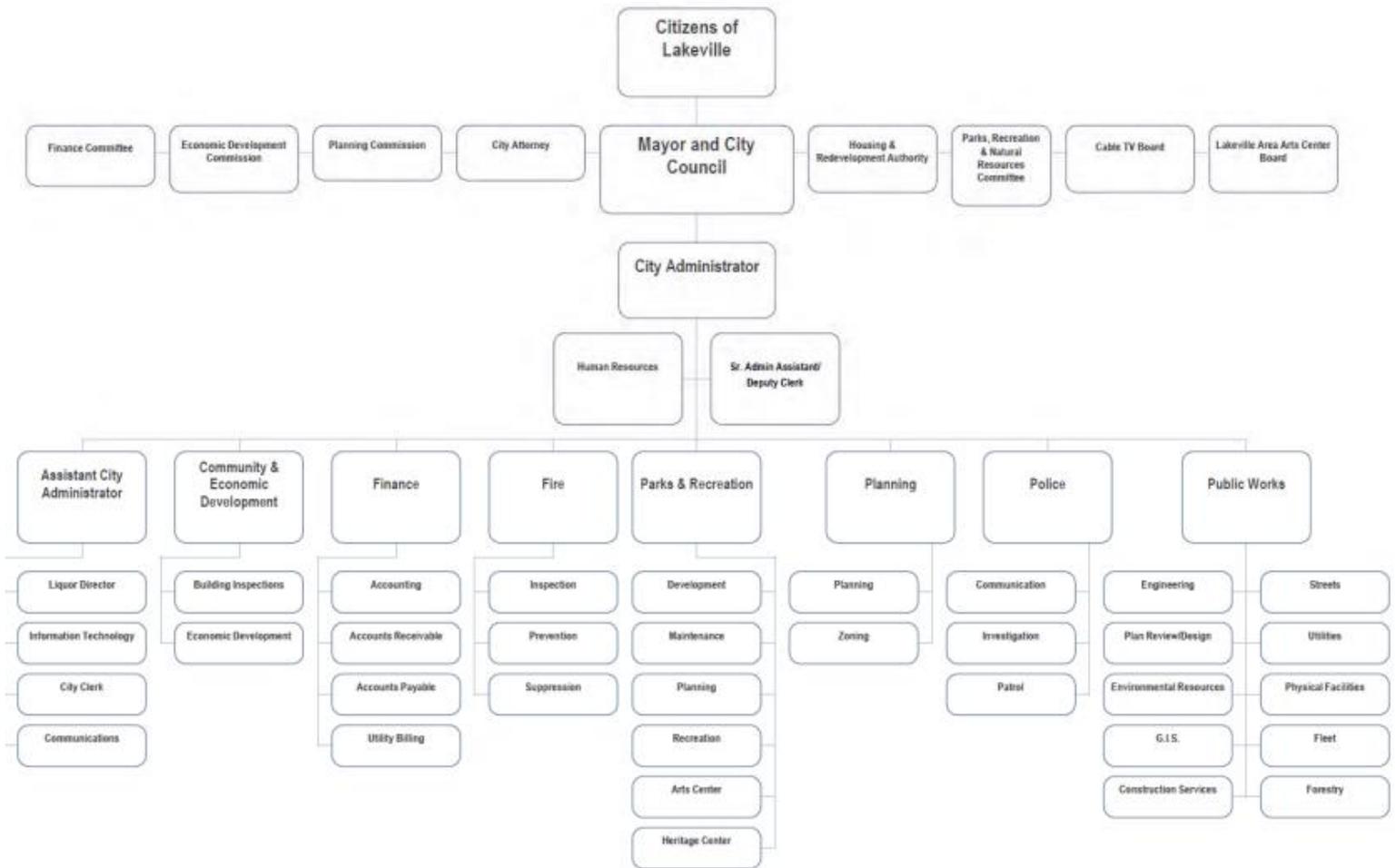
Lakeville is an actively developing city encompassing 38 square miles with a vibrant historic downtown, residential neighborhoods, premier retail areas and businesses and a growing and diverse corporate and industrial base. With a current population of 70,000, Lakeville continues to be one of the fastest growing communities in the Twin Cities metro area. The City provides a full range of public services including police and fire protection, construction and maintenance of streets, infrastructure and public utilities, cultural and recreational activities and administration.

The City is organized into the following departments accounted for in the General Fund: Legislative, Administration, Finance, Economic Development, Public Safety, Public Works, and Parks & Recreation. The accounting and financial reporting functions are centralized, and the City's fiscal year is the calendar year.

The Lakeville City Council is the final review and approval authority regarding all contracts, payments, plans, improvements, policies, procedures and other business of the City. The City Council is comprised of a Mayor and four Councilmembers. The Council is the legislative and policy making body of the City. The Mayor, who presides over the City Council meetings, is elected at large for a four-year term.



Figure 01: City of Lakeville Organizational Chart



The following table contains statistics related to the City. These statistics are estimates and are provided for planning purposes only. Additional information has been provided in [Table 04: Functional Area Statistics](#).

Table 01: Statistics

No.	Area	Statistic
1	Operating Budget	Approx. \$144 million
2	Population Served	Approx. 70,000
3	Total FTEs Budgeted (FY21)	Citywide - 266 Finance – 7 IT – 4 HR – 4 Utility Fund - 24
4	Fiscal Year	January-December



1.3 Project Objectives

The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes or implementing technology to enhance existing business processes performed by City departments. The City is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, the City seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Primary Challenges in the Current Environment
 - The reporting capabilities of the existing system are not user-friendly. While HR staff feel the data analytics tool, Hubble, is cumbersome and often requires significant manipulation, Finance staff note the tool is useful in their department. Staff also have a desire for the ability to “drill down” and see detailed transactions and associated supporting documents.
 - Personnel information is stored and tracked in disparate systems. Staff are using a number of systems such as MS Excel, Laserfiche, and JDE to track FMLA hours, personnel files, certificate expiration dates, and more.
 - There are few integration points between systems. Staff have a desire for multiple integration points to cut down on the number of disparate systems and locations of information.
 - Staff access to JD Edwards is not sufficient for all departments. Due to a lack of department access to JD Edwards, many departments are tracking financial information separately in Excel sheets. Finance Department staff must also generate financial reports twice per month for departments to review.
 - Project accounting and grant management functionality could be improved through the adoption of a new system that supports built-in functionality to support these business needs. Most project and grant data, including financials, is currently tracked outside of JD Edwards in third-party systems or Excel.
 - Budget submission, creation, and finalization occur outside of JD Edwards, mostly in MS Excel spreadsheets. Staff have the desire for a future system to support budget creation and forecasting capabilities.
 - Core processes (such as purchasing and AR) are currently conducted outside of JD Edwards through a combination of MS Excel, third-party systems, and paper - transactions are only entered into JD Edwards once they are finalized.
 - City staff have an interest in adopting online portal capabilities, both for vendors as well as customers. Staff are currently tracking down required documentation, invoices and bills, and vendor or customer information manually via email, fax, or paper.

In order to address these challenges and others, the City has initiated a project to adequately plan for, select, and implement a replacement or upgraded Software Systems environment. [Section 2.0 –](#)



[Project Scope](#), outlines the features and functionality desired in a future system(s), as well as the professional services necessary to implement that system(s).

1.4 Definitions

In order to simplify the language throughout this RFP, the following definitions shall apply:

ADDENDA – Written instruments issued by the City prior to the date for receipt of Proposals that modify or interpret the RFP documents by addition, deletions, clarification, or corrections.

CITY – City of Lakeville, MN.

CITY EVALUATION COMMITTEE – The team of City staff that will participate in the review, evaluation, and scoring of proposals and subsequent evaluation processes, including demonstrations and reference checks.

CITY PROJECT MANAGER – The person designated by the City to be the City Project Manager assigned to act on behalf of the City during the term of the resulting Contract.

CONTRACT DOCUMENTS – The RFP, submitted Proposals, including any diagrams, Addenda, and a form of agreement between the City and the Proposer, including all change orders, insurance certificates, exhibits, amendments, and attachments.

DAYS – Means calendar days unless otherwise specified.

ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) – Means the financial management, human resource information software, and utility billing customer information system, or systems, that is described in this RFP and in the Attachments hereto.

PROJECT – The project to configure and implement the ERP System for the City as described in this RFP and in the Attachments hereto.

PROJECT SCOPE – Scope of services to be provided by the Proposer(s).

PROPOSAL – A complete and properly signed Proposal to provide goods, commodities, labor, or services for the sum stated and submitted in accordance with the RFP.

PROPOSER – The person, Proposer, corporation, partnership, or other entity submitting a Proposal on items listed in the RFP documents, and thereby agreeing to meet the specified Contract terms and conditions if awarded the contract.

SERVICES or WORK – All services to be performed by the Proposer to successfully complete the Project to the satisfaction of the City.

SUBCONTRACTOR or SUBCONSULTANT – Any individual, corporation, company, or other entity that contracts to perform work or render services to a Proposer or to another subcontractor as part of this Contract with the City.

VENDOR – A person, corporation, partnership, or other entity interested in submitting a Proposal on items listed in the RFP documents, but not having submitted a Proposal.



1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow, which is subject to change at the City's discretion. Proposers are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP Addendum prior to the submittal deadline.

Table 02: RFP Schedule of Events

Event	Estimated Date
RFP Published	Friday, January 14, 2022
Pre-Proposal Vendor Teleconference	Tuesday, January 25, 2022 at 11am CT
Deadline for Questions From Vendors	Friday, February 11, 2022
Deadline for Proposal Submissions	Wednesday, March 02, 2022 at 3pm CT
Shortlist Proposers notified	Week of March 21, 2022
Proposer Demonstrations	May 09-30, 2022

1.6 Prequalification of Vendors and Pre-RFP Demonstrations

The City has not employed a prequalification process. No Vendors are either prequalified or precluded from responding to this RFP.

During the process of assessing the City's current environment, and prior to developing requirements and specifications for this RFP, the City invited vendors to participate in high-level, yet meaningful and beneficial, informational sessions related to their products in order to educate staff on the capabilities of modern commercial solutions.

Several of the City's existing software systems that were subject to the assessment have been in place for many years, rely on outdated technology, and are supported by limited interfaces and reporting capabilities. Staff have been relying on these systems for supporting daily business functions, and did not have a firm understanding of the capabilities of more modern systems prior to these high-level demonstrations

1.7 Minimum Qualifications

In order for Proposals to be evaluated and considered for award, Proposals must be deemed responsive to this RFP as determined in the discretion of the City Evaluation Committee. To be deemed responsive, the submitted Proposal documents shall conform in all material respects to the requirements stated in the RFP, and Proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered in connection with a Proposer's capability to fully perform all requirements of the RFP include, and may not be limited to: experience, integrity, reliability, capacity, and other factors required to provide the Services defined by the RFP.



1.8 Questions and Inquiries

It shall be the responsibility of the Proposers to inquire about any portion of the RFP that is not fully understood or that is susceptible to more than one interpretation [prior to the question period closing](#).

- All questions concerning the RFP **must** be submitted via email only, to the City's consulting partner, BerryDunn (Kate Offerdahl-Joyce – kate.offerdahl-joyce@berrydunn.com) and shall reference the page number, section heading, and paragraph, if applicable.
- Questions and answers will be issued in accordance with [Section 1.10 – Amendments and Addenda](#). Only questions and answers publicly published through Addenda shall be binding.

Proposers shall not contact City staff or elected officials with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the Proposer's response. The decision to reject a Proposal is solely that of the City.

1.9 Non-Mandatory Pre-Proposal Vendor Teleconference

A non-mandatory Pre-Proposal Vendor Teleconference will be held on Tuesday, January 25, 2022 at 11am Central Time.

Vendors that are interested in participating in the Pre-Proposal Vendor Teleconference shall contact BerryDunn in writing (kate.offerdahl-joyce@berrydunn.com) to request the teleconference information.

The format of the Pre-Proposal Vendor Teleconference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, Vendors will be able to ask questions related to the RFP or the overall process. The City will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Teleconference, the City will post online the material questions asked and their respective answers in an addendum.

1.10 Amendments and Addenda

All clarifications, corrections, or revisions to this RFP will be documented in an addendum, which will be publicly published to the City website. Only questions and answers in an addendum shall be considered as part of the RFP. The City reserves the right to revise the RFP prior to [the deadline for Proposal submissions](#). Revisions shall be documented in an addendum and publicly published.

The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period. Vendors are responsible for monitoring the City website for the periodic posting of addenda prior to the submittal due date.

1.11 Non-Warranty of RFP Information

Due care and diligence has been exercised in the preparation of this RFP and all information herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein shall rest solely on those parties making Proposals. The City, its representatives, and its agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for the failure on the part of any Proposers or their representatives to verify the information herein and to determine the full extent of that exposure.



2 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired future systems environment.

Table 03: Functional Areas

Functional Areas			
No.	Functional Area	No.	Functional Area
1	General Ledger and Financial Reporting	9	Benefits Administration
2	Budgeting	10	Time and Attendance
3	Purchasing, Bids, and Contract Management	11	Compensation
4	Accounts Payable	12	Payroll
5	Accounts Receivable and Cash Receipts	13	Human Resources and Personnel Management
6	Project Accounting and Grant Management	14	Performance Reviews and Learning Management
7	Fixed Assets		
8	Applicant Tracking	15	Utility Billing

The List of Functional and Technical Requirements/Capabilities contained in **Attachment B – Functional and Technical Requirements/Capabilities** contains the detailed functionality the City requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope.

The following table contains functional statistics of the City. These statistics are estimates and are provided for planning purposes only.

Table 04: Functional Area Statistics

No.	Functional Area/Metric	Statistic
1	General Ledger and Financial Reporting	
	Number of Funds	77
	Number of Accounts	Approximately 140 Balance Sheet Object Codes Approximately 260 Revenue Object Codes Approximately 150 Expenditure Object Codes
	Number of Journal Entries Annually - Manual	500 (does not include system-generated journal entries from other systems including payroll, PIMS, etc.)



No.	Functional Area/Metric	Statistic
	Chart of Accounts Structure	The City chart of accounts (COA) structure is split into three segments based on State guidelines: <ul style="list-style-type: none"> • Fund • Business Unit • Object Code
	Reporting Entities and Fiscal Agent	The City manages the finances for three separate entities in J.D. Edwards (JDE) – the City of Lakeville, the Dakota Communications Center (DCC) and the Lakeville Arenas.
2	Budgeting	
	<p>Budget Narrative: The budgeting process typically begins in April. The City provides MS Excel sheets and instructions for all departments to submit capital outlay requests, detailed expenditures, and applicable revenues. The City utilizes zero-based budgeting, using the previous year's adopted budget for a reference point in MS Excel templates. All preliminary requests are combined into a single MS Excel spreadsheet that serves as the working budget. Personnel budgeting is completed in separate spreadsheets that include previous and current year budgets and actuals for forecasting purposes. The City has a high-level financial forecasting and planning model for funds that are supported by property tax revenue. However, because the model is high-level, it is not very useful for departmental budgeting. Departments also provide supporting documentation for certain purchases or changes to the new fiscal year budget. Once the preliminary budget has been developed, financial analysts prepare a summary memo that outlines the major changes to the new budget. This supporting documentation from departments is saved to a shared network drive. The memo is saved to the Finance drive.</p> <p>Departments meet with the City administrator to discuss their submitted requests and make updates to the working budget. Updates are made in the draft budget as well as the MS Excel templates submitted by departments as they are saved separately. The City continues to make updates and work with departments to refine the budget during May-August. Once the tax levy has been calculated, the preliminary budget is finalized for presentation to City Council in September. The final budget is developed between October and November, with City Council approving the final budget in December. The capital budgeting follows a similar timeline and process, though the CIP is typically adopted in October.</p> <p>Once the budget is approved, it is uploaded to JDE via journal entry. Amendments are handled on a case-by-case basis. Amendments that do not increase appropriations funds could be initiated by staff, while those that do increase appropriations funds are approved by the City Council. Departments generally have the freedom to exceed or underspend specific line items, as long as the department's budget in totality is not exceeded. The Finance Department publishes monthly reports that summarize department's current expenditures and available funds. Most departments are tracking their own budgets separately in MS Excel. This is due to the lack of access to JDE as well as the fact that the system does not include obligations, only paid expenditures in the monthly reports.</p>	
	Operating Budget	\$144 million
	Capital Budget	\$218 million (Capital Improvement Plan)
3	Purchasing, Bids, and Contract Management	
	Purchase Orders and Requisition Usage	The City rarely uses requisitions or purchase orders in the current environment. Purchase orders are used for capital



No.	Functional Area/Metric	Statistic
		purchases exceeding \$5,000 and for public safety vehicle/equipment purchases.
	Supplementary Purchasing System	Engineering staff utilize a third-party system called RT Vision to develop bid documents and receive online submittals, and staff report strong satisfaction with this system.
	Number of bids, RFPs, RFIs, RFQs issued annually	50
	Number of purchase cards in use	40 (Wells Fargo)
4	Accounts Payable	
	Number of Vendors in Vendor File	18,000 (8,000 Active) (9,000 One-time) (1,000 Inactive)
	Number of Invoices Submitted for Payment per Year	20,000
	Number of 1099's issued per Year	75
	Check Run Frequency	Every other week, with off-cycle checks printed when needed.
	Type of Check Stock	Pre-printed with check, routing and account numbers. Our current system (JDE) prints the amount, payee, check date and signatures.
5	Accounts Receivable and Cash Receipts	
	General Accounts Receivable transactions volume per Year	5,000
Number of Cash Collection Points (including all tender types)	Currently, 10 locations. Future, 15 locations.	
6	Project Accounting and Grant Management	
	Number of Active Grants	20
Number of Active Projects	100	
7	Inventory and Fixed Assets	
	Number of Fixed Assets	7,500 (active); 15,615 (includes disposals plus active)
Fixed Assets Classification	The City's capital asset threshold is \$5,000 for equipment and \$25,000 for infrastructure.	



No.	Functional Area/Metric	Statistic
8	Human Resources, Personnel Management, and Benefits Administration	
	Total Employee Count	504
	Number of Full-Time Employees	215
	Number of Part-Time Employees	56
	Number of Seasonal/ Temporary Employees	68
	Number of paid-on call Fire staff	85
	Number of Arenas staff	2 full-time, 17 part-time
	Number of DCC staff	61
	Number of Applicants per Year	1,203
	Bargaining Units	The City has four unions; Lieutenant, Sergeants, Police, and Teamsters (Public Works and Park Maintenance).
	Benefit Plans and Carriers	Health, Dental, Vision, HSA, HRA, FSA, Life, LTD, STD (AFLAC), Legal Shield – a total of 8 carriers.
	Risk Management	Risk management is supported by the League of Minnesota Cities' Workers Compensation carrier.
	Open Enrollment Period	10 days in October (Apprize software is used)
	Retiree Benefits	Retirees electing post-employment benefits can choose health, dental, vision, and life insurance and pay 100% of the premium. BRI, the City's TPA and formerly known as 121 Benefits, bills retirees and remits the payment to the City.
9	Time and Attendance	
	Departments using time clocks (current list)	Arena staff
	Number of employees to use time clocks (future)	100 (Liquor, Public Works and Park Maintenance)
	Departments to use scheduling functionality (future)	Liquor, Public Works (Maintenance), Parks (Maintenance)
Number of employees to use advanced scheduling (e.g. shift swaps, bidding, minimum coverages)	Police Department - 72	



No.	Functional Area/Metric	Statistic
	General Staff Time Process	All exempt and non-exempt employees are expected to complete a timesheet or enter time in JD Edwards ESS.
	Police Time Process	<p>Police Department staff work a standard 80 hours biweekly and uses Visual Computer Solutions (VCS) for advanced scheduling. The schedule is bided quarterly based on seniority and leave is requested are on a first-come-first-serve basis. Leave requests for training, PTO, overtime requests are completed, reviewed, and approved in VCS. However, last minute requests such as shift swaps are communicated to the shift supervisor, who must then manually update the system.</p>
10	Payroll and Compensation	
	Number of W2's per Year	Approx. 750 (including DCC and Lakeville Arenas)
	Pay Frequency	Most employees are paid biweekly; City Council and paid-on-call Firefighters are paid monthly.
	Disbursement Method	Direct deposit is used for 100% of City employees, though there are approximately a dozen checks issued yearly for final payouts or other issues.
	Separate Entities	The City processes payroll for DCC and Lakeville Arenas.
11	Utility Billing	
	Number of Customer Accounts	25,177 (approx.. 75% residential and 25% commercial) (Growth rate of approximately 400-500 new homes per year)
	Total Water Volume Billed (1,000 of gallons)	2,637,401
	Number of Sanitary Sewer Accounts	25,646
	Total Sanitary Sewer Volume Billed (1,000 of gallons)	1,351,217
	2022 Fee Structure	https://www.lakevillemn.gov/DocumentCenter/View/276/City-Fee-Schedule-PDF?bidId=#page=25
	Billing Cycles	The City supports three billing cycles: one cycle for annual charges and two cycles are billed on a quarterly basis. The City bills residential and commercial accounts once every three months
	Meter Reading	The City utilizes a combination of Advanced Metering Infrastructure (AMI), handheld, radio reads, and manual reading
Bill Production	The City has two vendors for bill creation. Impact Solutions generates all paper bills, while PSN distributes electronic bills.	



No.	Functional Area/Metric	Statistic
<p>Useful Links</p> <ul style="list-style-type: none"> • 2020 Annual Comprehensive Financial Report: https://www.lakevillemn.gov/ArchiveCenter/ViewFile/Item/1094 • 2022 Budget:https://www.lakevillemn.gov/DocumentCenter/View/10420/2022-budget-and-tax-levy-PDF • 2022-2026 Capital Improvement Plan: https://www.lakevillemn.gov/ArchiveCenter/ViewFile/Item/1180City Job Opportunities: https://www.governmentjobs.com/careers/lakevillemn 		

2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

Alternate Proposals:

- Proposers may submit alternate Proposals for evaluation.
- Proposers may submit multiple Proposals for evaluation. For example, if a Proposer offers one or more “branded” products that may meet the needs of the City they are encouraged to separately propose each software package for consideration.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section 4 is required in order for the City to accurately evaluate each Proposal independent of the other.

Partnerships:

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Proposers engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Proposer. In the event a proposal that presents a partnership is selected, it is expected that a single contract be executed between the City and the Prime Proposer, and the Prime Proposer be responsible for any contractual relationship with the proposed partner(s).
- Each Proposer engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Proposer shall provide references, and each Proposer shall respond to the Company Background and History questions.



Proposers of Subsets of Functionality:

As part of this process the City will be allowing Proposers to submit point solutions (best of breed), and encourages Proposers to participate in this process in order to consider and evaluate a range of marketplace offerings.

- The City is willing to consider best-of-breed solutions (“point” solutions), specifically for systems that address utility billing software functionality (Tab 16 of Attachment B).
- The City has a preference on software solutions that provide for the highest level of fit, and facilitate the exchange of information between any disparate systems.
- The City will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP, and reserves the right to enter into negotiations for one or more proposers in order to achieve a “best-of-breed” solution.
- The City reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP. In the event the City should make awards to one or more competing Proposers, it shall be expected that additional discussion will take place between the City and the Proposers to define requirements and an approach to building an integration or interface between the selected systems. In such instance, the City expects that the Proposers will work together as necessary to develop the necessary integration once one has been identified.
- Proposers responding on a subset of functionality must also respond to Tab 1 (General and Technical) and Tabs 17-18 (Interfaces and Data Conversion) of Attachment B. Proposers responding with a standalone utility billing software system are to complete Tab 6 (Accounts Receivable and Cash Receipts) as well.

2.3 City and Project Staffing

The City intends to have functional and technical resources available during Project implementation, though it is noted that the City does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the City. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.

Staffing considerations are a consideration for the City in terms of both the implementation process as well as supporting the software once in an operations mode. Proposers are encouraged to submit questions to the City during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of the City during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Proposer(s).

Proposers shall clearly indicate in the proposal responses the estimated level of City resource involvement in the implementation process, in order to allow the City to perform adequate planning.



The City will utilize the response to Proposers' Resource Hour Estimates in Tab 3 – Project Approach and Implementation Methodology, of Proposals as an input into the staffing plan the City develops, and requests that Proposers clearly articulate estimated staffing considerations in their responses.

Proposers shall not propose the use of offshore resources for any activity during the implementation process.

2.4 Deployment Model

The City is open to considering various deployment models, and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The City wishes to evaluate the greatest range of marketplace offerings feasible through this process.

The City recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer's approach to managing upgrades, and technical staffing needs. The City has a preference toward a Software as a Service (SaaS) deployment model in recognition of limited internal IT staff resources to support an on-premise deployment, but also recognizes that the scope of this opportunity may result in the award to two or more Proposers to address all functionality and the City wishes to evaluate the greatest range of available solutions in the market including those that may be locally hosted by the City. As such, the City is open to considering all deployment models in light of the breadth of functionality and available solutions in the marketplace to address those functional areas. The City will consider, in no particular order, the following deployment models:

- a. On Premise (locally hosted at the City, perpetual licenses)
- b. Software as a Service (SaaS or subscription-based models)
- c. Proposer hosted (hosted and managed by the Proposer, perpetual licenses)

Cost sheets have been provided under **Attachment C1 – Cost Worksheets** for pricing each of the deployment models.

This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e. recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposer's shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g. through a partnership or offered by the same company) the Proposer shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C1) the deployment model for each proposed software product.

The City does not have a preference as to a specific hosting location, but does have a requirement toward the hosting being within the contiguous United States. Proposers are requested to specify the hosting location in proposal responses, specifically as part of Tab 9 to proposal responses (please see Attachment A for further instruction).



2.5 Number of Users

The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system**.

- **Departmental (Core/Power) Users:** This category of users includes those City staff that will interact with the system modules on a regular basis, and conduct core business processes within the system as power users. Such generic examples include, but are not limited to: Payroll Specialist, Financial Analyst, System Support Specialist, etc.)
- **Customer Department Users:** This category of users includes those City staff that will interact with the system modules as internal customers by either initiating transactions (e.g. entering a payment or entering a requisition), reviewing/approving transactions (e.g. reviewing leave requests, reviewing requisitions entered by a subordinate), or consuming information (e.g. reviewing departmental budget).

Table 05: Number of Users

Functional Area	Departmental (Core/Power) Users	Customer Department Users
General Ledger and Financial Reporting	15	68
Budgeting	7	67
Purchasing, Bids, and Contract Management	9	67
Accounts Payable	4	67
Accounts Receivable and Cash Receipts	4	7
Project Accounting and Grant Management	7	61
Fixed Assets	6	0
Time and Attendance	5	275+
Payroll and Compensation	5	0
Human Resources and Personnel Management, Benefits Administration, Applicant Tracking, Performance Reviews and Learning Management	3	50
Utility Billing	7	5
<p>It is anticipated that some users will use multiple modules, causing overlap in each functional area. The counts are broken down by functional area to allow Proposers to formulate responses based on each. The City estimates that:</p> <ol style="list-style-type: none"> The total number of licensed regular daily users of the system (requiring the ability to add, edit, and view content) using a named-seat basis may be around 30 The total number of regular daily concurrent users to be around 85 (unnamed license seats – in other words, how many people are expected to be accessing the system/module at the same time. This is in contrast to named users who have dedicated 		



Functional Area	Departmental (Core/Power) Users	Customer Department Users
licenses tied to a unique login/user ID) c. The City anticipates that all employees (up to 450 during peak seasons) would have access to self-service portal functionality		

2.6 Potential Phasing and Target Live Dates

The City requests that Proposers provide potential phase start and target go-live dates in proposal responses per **Attachment A – Proposal Response Forms**, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. The City anticipates that implementation activities would begin in the July 2022. The City would like to begin the implementation process with the financials functionality first in order to establish a new chart of accounts to be used in the payroll and utility billing systems/modules. The City follows a January 1 – December 31 fiscal year, and open enrollment occurs over a ten-day period during the month of October.

2.7 Current Applications Environment

The primary application supporting the City’s Financial and Human Capital Management needs is JD Edwards. The application is administered by LOGIS using a shared-services platform. LOGIS also administers both PIMS and Advanced Utility Systems. LOGIS hosts the applications for the City, provides support, and is responsible for maintenance and upgrades.

Table 06: Current JD Edwards Functions

Current JD Edwards Functions			
1	General Ledger (GL)	6	Human Resources and Personnel Management
2	Accounts Payable (AP)	7	Payroll
3	Accounts Receivable (AR)	8	Purchasing
4	Budget	9	Time and Attendance
5	Fixed Assets		

Many users are completing business processes outside of JD Edwards, relying on MS Excel and other stand-alone applications to provide the necessary reporting and analysis to complete their job functions. The City also uses PIMS for community development and Advanced Utility Systems for utility billing. There is limited interface between these two systems and JD Edwards.

Other Major Applications

The City also uses a wide variety of applications to provide capability and functionality in specialized areas. Many of these applications are listed in Table 07. **Identification of any potential future system interfaces is provided in Attachment B to this RFP.**



Table 07: Additional Software Applications

Additional Software Applications		
No.	Application	Use/Summary
1	Apprize	Benefits enrollments
2	Cartegraph	Asset and task management system
3	Counterpoint POS	Point of Sale system for liquor stores
4	Gasboy	Fuel and bulk water dispensing management
5	Laserfiche	Document imaging and management, form submission and approval routing
6	LOGIS Property Data System (PDS)	Special assessments
7	NEOGOV	Applicant tracking
8	PIMS (Property Information Management System)	Permitting and property data
9	POSS (Police Operations Scheduling System)	Police Department resource scheduling, time entry, and payroll management
10	RecTrac	Program scheduling system
11	Sage Accounting Software	AR application
12	Sensus – Autoread Meter Software	Water meter reading
13	Cartegraph	Asset and task management system

The City has four IT resources, focused on end-user technical support, networking, and server administration. The City IT department is not currently sufficiently staffed to support a City-owned ERP system. The IT staff's role in supporting the JD Edwards system is enabling connectivity to the LOGIS hosted system and some facilitation and coordination of support by LOGIS IT staff when needed by end users. Most end users contact LOGIS IT support when they have a need for support; however, some power users exist within City departments that do minor troubleshooting and training on system functions. No City staff, including IT, ever connect with JD Edwards support, as that contact is reserved for LOGIS IT staff.

The City's network is connected by non-redundant fiber-optic cable with 10 Gigabits per second (Gbps) routing at each core location. Desktops are connected to the network with 1 Gbps direct connections to switches or piggy-backed through a voice over internet protocol (VoIP) phone.

The City runs a VMWare virtual server infrastructure, with four host servers. Two separate data centers each house two of the virtual hosts. The host servers are connected to a storage area network (SAN) that is replicated to an identical SAN at the other data center. The cluster does not have automatic failover enabled.



City staff are issued desktops, laptops, or other mobile-desktop enabled devices manufactured by Dell, Hewlett Packard, and Lenovo. The City's current standard specification for Windows devices is an Intel i5 processor, with solid state hard drives, and 16 gigabytes of memory.

The City's printing infrastructure is primarily leased multifunction network copiers, enabling printing, copying, and scanning to and from network locations. Some local or smaller scale network printers and scanners are located and in use in specialized areas of need. High-volume scanning into Laserfiche takes place on strategically placed high-capacity scanners.

The City's SAN is replicated to another SAN, serving as the first line of defense in the event of a catastrophic failure. The next level of protection is backing up a SAN to a LOGIS-hosted disk backup system, which is then saved to tape. The LOGIS datacenter is approximately 20 miles away. The City is, however, part of a consortium of local government entities outside of LOGIS that could provide off-site storage of backups for one another.

2.8 Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Proposers as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Proposer(s) shall develop and provide the City with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - Objectives
 - Deliverables and Milestones
 - Project Schedule
 - Resource Management Processes
 - Scope Management Processes
 - Schedule Management Processes
 - Risk Management Processes
 - Quality Management Approach
 - Communication Management Approach
 - Organizational Change Management Approach
 - Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register



Additional documentation about each Plan may be found in **Attachment A – Proposal Response Forms**, Tab 3, attached to this RFP.

2.9 Budget

The City is committed to fully funding the one-time and recurring annual costs for the acquisition of the software (whether a licensed model or a subscription model is selected as a result of this process). The City does not have an established budget in place for this project but intends to use the proposals received through this process to inform the budget development process. The City has performed initial, high-level estimations, for the acquisition of either an on-premise or cloud-based software solution including professional services and recurring maintenance/subscription costs. The City issued a request for information in August 2021 to help inform the budget planning process. Recognizing the cost and payment differences between deployment models, a final budget will be programmed based on the results of this RFP and final contract negotiations.

The City is sensitive to the total costs, and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.

2.10 Personnel

All of Proposer's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the City shall notify Proposer and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Proposer shall remove from the project and replace the Proposer's personnel that the City deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

2.11 Software Upgrades

The City shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Proposer. Such upgrades shall be provided at no cost to the City so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

2.12 Performance Review

The Proposer may be required to meet with the City's Project Manager not less than once per quarter to conduct a performance review of the Proposer. These meetings will be either in person at City offices, or via teleconference or web-conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.



3 Proposal Evaluation and Award

3.1 Evaluation Process

The following subsection outlines the intended proposal evaluation process the City has identified. The City reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Proposer, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if the City deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) award this project in whole or in part to a Proposer other than the highest scoring Proposer based on the determination of the best overall value and/or fit for the City, and/or (ix) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer. The City may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

- a. **Proposer Shortlist:** The City Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of the City. The evaluation criteria described in [Section 3.3](#) will be the basis for evaluation. The Evaluation Committee will determine the Proposers best suited to meet the needs of the City based on the scoring of the evaluation criteria. These Proposers will form the Proposer Shortlist.
- b. **Proposer Demonstrations:** The City, at its sole discretion, reserves the right to have system demonstrations with those Proposers on the Proposer Shortlist, or any other Proposer. Demonstrations may be conducted at City offices, subject to then-current public health guidance. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A Pre-Demonstration Teleconference will take place for those Proposers that have been shortlisted, and Proposers will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Proposers that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Proposers. The proposed version of the software must be shown, and must not include any software that is under development or in beta testing. Evaluation Committee members will view the demonstrations, and additional City staff may also be in attendance to observe and provide informal feedback.
- c. **Reference Checks:** The City may employ a process of contacting references provided through Proposers' proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. The City reserves the right to conduct reference checks at any point in the evaluation process, and to contact other known users of the proposed system(s) beyond just those references provided.



- d. **Best and Final Offer and Request for Clarification:** A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the identification of the Proposer Shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the City’s best interest.

3.2 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any Proposer that submits a Proposal, including requesting additional information. The City reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the City Evaluation Committee, which will best serve the City business and operational requirements, considering the evaluation criteria set forth below. Proposers shall be available for a system demonstration to City staff on dates specified in [Table 02](#) or as otherwise requested by the City if selected for system demonstrations. Failure of a Proposer to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

3.3 Evaluation Criteria

As described in the preceding Evaluation process sub-section, the City intends to follow a cumulative approach to scoring based on key evaluation activities (e.g. scoring is conducted in a progressive manner, following various steps in the process). The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Proposer proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the City:

3.3.1 Short-List Identification: The City intends to utilize the criteria presented in Table 08 following the Evaluation Team’s review of Proposals.

Table 08: Short-List Identification Criteria

Criteria	Description	Points
Functionality	This criterion considers but is not limited to the following: <ul style="list-style-type: none"> The Proposer’s written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution. The ability for the proposed software to integrate with the City systems environment. 	35
Technical	This criterion considers but is not limited to the following: <ul style="list-style-type: none"> Alignment of the proposed software to the City’s preferred technical specifications. The Proposer’s written response to each Potential Interface. The level of integration among proposed functional areas. 	15
Approach	This criterion considers but is not limited to the following:	25



Criteria	Description	Points
	<ul style="list-style-type: none"> The described approach to implement an enterprise system to achieve the City's goals and objectives. The alignment of the proposed implementation timeline to the City's desired timeline. The distribution of implementation tasks among City and Proposer teams. The proposed resources hours among City and Proposer teams. The Proposer's approach to key implementation tasks including but not limited to data conversion, testing, and training. The Proposer's planned ongoing support and maintenance services. 	
Proposer Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The Proposer's experience delivering the services requested in the RFP. The Proposer's experience with similar implementations for comparable organizations. The Proposer's experience deploying comparable interfaces to the City's related applications. 	20
Proposed Staff Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The experience of named staff delivering services requested in the RFP. The experience of named staff with similar implementations for comparable organizations. The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. 	5

3.3.2 Finalists Identification: The City intends to utilize the criteria presented in Table 09 following the demonstrations by Short-List Proposers.

Table 09: Finalist Identification Criteria

Criteria	Description	Points
Functionality Demonstrated	This criterion considers new information learned through Proposer demonstrations including but not limited to the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes.	15
Technical Capabilities	This criterion considers new information learned through the Technical Discussion as part of Proposer demonstrations as well as other sessions.	5
Approach Discussion	This criterion considers new information learned through the Implementation Approach Discussion as part of Proposer demonstrations as well as other sessions.	5
Experience Discussion	This criterion considers new information learned through the Company Overview Discussion as part of Proposer demonstrations as well as other sessions.	5



3.3.3 Preferred Proposer Identification: The City intends to utilize the criteria presented in Table 10 following the completion of reference checks and any site visit.

Table 10: Preferred Proposer Identification Criteria

Criteria	Description	Points
Reference Feedback	This criterion considers the feedback received from references related to the Proposer's performance in the implementation including meeting project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing Proposer performance with support and maintenance.	20
Comparable References	This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g. City/town/village), comparable scope, similar software version, and deployment model.	10

3.3.4 Cost Point Allocation: The City will evaluate cost proposals based upon this criteria. Cost points will be applied at the timing in the evaluation process as may be determined by the Evaluation Team. The City reserves the right to review cost proposals at any stage in the process to ensure pricing is within internal budget planning ranges. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO).

Table 11: Cost Point Criteria

Criteria	Description	Points
Cost	<p>This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Proposers will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers.</p> <p>In evaluating cost, the City may evaluate on a fully loaded ten year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; and associated hardware support costs. The City reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Proposer's resource estimates as a basis for their calculations.</p> <p>Proposers of point solutions will be compared against other proposals for the respective functional area group.</p>	40

3.4 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the City. This RFP does not constitute an offer or a contract with any Proposer or other party. The City reserves the right to reject



any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of the City or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Proposers will be rejected. The City may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. The City further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the City reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP. The City also reserves the right to refrain from making an award if it determines it to be in its best interest. The City reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The City reserves the right to create a Project of lesser or greater expense than described in this RFP or the Proposer's reply, based on the component prices or scope submitted. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

3.5 Offer Held Firm

Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving bids/proposals. At the end of the 180 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

3.6 Contract Negotiation

After final evaluation, the City may negotiate with the Proposer(s) of the highest-ranked Proposal. If any Proposer fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Proposer of the next highest-ranked Proposal or terminate negotiations with any or all Proposers. If contract negotiations are commenced, they may be held at City office locations or via teleconference. If contract negotiations are held, the Proposer will be responsible for all of Proposer's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

3.7 Failure to Negotiate

If the selected Proposer:

1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Proposer and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest-ranked Proposer. At any point in the negotiation process, the City may, at its sole discretion, terminate negotiations with any or all Proposers.



3.8 Contract Type

The contract resulting from this RFP shall be in form and content satisfactory to the City and shall include, without limitation, the terms and conditions provided for in this RFP and any sample agreement provided by the City, and such other terms and conditions as the City deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in Attachment C2 for the various cost types.

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will be based on prices submitted by the Selected Proposer, subject to contract negotiations with the City, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. A party proposing a price change in an extension period must notify the other party at least one-hundred eighty (180) days prior to the commencement of any extension period.

3.9 Contract Changes

Written requests for price changes, during the implementation process or thereafter, resulting from a change of scope, as initiated or requested by the City, must be submitted in writing to the City via Change Order. Any increase will be based on the Proposer's actual cost increase only, as shown in written documentation. All Change Order requests must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the City, (1) the request may be granted; (2) the Change Order may be modified to include a greater, or lesser, scope; or (3) the City and Proposer may continue with the Contract without change. The City will accept or reject all such written requests within ninety (90) days of the date of receipt of Proposer's request for price increase or receipt of proper written documentation, whichever is later.

If a price increase is approved, the City will issue an amendment or change order to the contract specifying the date the increase will be effective. All Services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed. If a price increase is rejected, the Proposer will be notified and, at the option of the City, the Contract may be (1) cancelled and the solicitation may be re-advertised; or (2) continued without change. All other Contract changes will be effective only on written agreement signed by both parties.



4 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by Proposers submitting Proposals. Offers that do not comply with all instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is established in [Section 1.5](#). It will be the sole responsibility of the Proposer to submit its Proposal to the City before the closing deadline.
2. **Hard Copy Proposals:** Proposers shall submit one (1) version of the Technical Proposal and one (1) version of the Price Proposal in separate three-ring binders with tab separators or otherwise under separate cover, clearly marked "Original", as well as four (4) copies of the proposal under similar format. Technical Proposals shall not include extraneous marketing materials.
3. **Email Proposals:** No emails will be accepted for proposal submission.
4. **Electronic Media Proposal File Formats and Naming:** Proposers shall submit along with the hard copy proposals, one (1) electronic version of the Technical Proposal and one (1) electronic version of the Price Proposal on separate removable devices (e.g., thumb drive). The following table provides the required file formats and naming conventions for the electronic media files.

Table 12: Proposal Naming and File Formats

Proposal Section	Recommended File Naming Convention	Required File Format
Technical Proposal (Inclusive of Attachments A & B, and any Exhibits/Attachments)	"(<i>Proposer Name</i>)" Technical Proposal	All files combined into one (1) searchable Adobe PDF
Attachment B – Functional and Technical Requirements	"(<i>Proposer Name</i>) Proposal Response to Attachment B"	To be submitted in Microsoft Excel format, in addition to above PDF format
Price Proposal (Inclusive of Attachments C1 and C2, Proposer's Standard Travel and Expense Policy, and any Appendices)	"(<i>Proposer Name</i>)" Price Proposal	All files combined into one (1) searchable Adobe PDF
Attachment C1 – Cost Worksheets	"(<i>Proposer Name</i>) Proposal Response to Attachment C1"	To be submitted in Microsoft Excel format, in addition to above PDF format

5. **Amendment of Proposals:** Proposers may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued and a Proposer has previously submitted a Proposal in response to this RFP, the Proposer shall notify the City via email of



the need to submit an amendment, and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of the City.

6. **Withdrawal of Proposal:** Any proposal may be withdrawn up to the proposal deadline. Any proposals not withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to sell to the City the services set forth in the attached specifications
7. **Delivery/Mailing Instructions:** Sealed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number. The mailing address for Proposals is contained in the following table.

Table 13: Proposal Mailing Addresses

Mailing Address
Jerilyn Erickson Finance Director City of Lakeville 20195 Holyoke Avenue Lakeville, MN 55044

4.2 Technical Proposal Organization Guidelines

Proposers are instructed to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tab sections as a part of their response to the Technical Proposal. **The City expects that Proposers will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.** The following table contains the organization guidelines for Proposal responses.

Table 14: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	Company Introduction
Tab 2	Software Solution
Tab 3	Project Approach and Implementation Methodology
Tab 4	Key Proposed Personnel and Team Organization
Tab 5	Project Schedule
Tab 6	System and Application Architecture
Tab 7	Data Conversion Plan
Tab 8	Security and Software Hosting
Tab 9	Testing and Quality Assurance Plan
Tab 10	Training Plan
Tab 11	References
Tab 12	Sample Contracts, Warranty, and Escrow



Proposal Tab No.	Technical Proposal Section
Tab 13	Exceptions to Project Scope and Contract Terms
Tab 14	Functional and Technical Requirements Response

4.3 Content for Tabs 1 – 14

a) Tabs 1 – 13

Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project. Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment A – Proposal Response Forms**, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section. Proposers are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 13).

b) Tab 14

Attachment B – Functional and Technical Requirements/Capabilities is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements. This tab is to include Proposer's response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. Proposers are to provide Attachment B in both Excel format, and also in PDF format appended to the responses to Attachment A Tabs 1-13.

c) Proposal Supplements

Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal as identified in Table 12.

4.4 Price Proposal

The Proposer's Price Proposal shall consist of two sections, as further described below:

1. The completed Cost Worksheets as contained in **Attachment C1 – Cost Worksheets**. Proposers shall not modify the worksheets in any way.
2. A narrative description of the proposed costs in response to **Attachment C2 – Cost Narrative**, including:
 - The Proposer's pricing as provided in Proposer's standard quoting/pricing format.
 - The Proposer's standard travel and expense policy.



5 Terms and Conditions

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

The following terms and conditions apply to this RFP solicitation process, and will be incorporated into the resulting contract as applicable. The City expects the resulting contract to include the RFP and proposal response as exhibits.

5.1 Assignment

The selected Proposer(s) shall not subcontract or assign any interest in the contract and shall not transfer any interest in the contract without prior written consent of the City. Should the Proposer selected merge or be purchased by another individual or firm, contract continuation will be at the City option.

5.2 Termination

If, through any cause, the firm shall fail to fulfill in timely and proper manner the obligations agreed to, the City shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least thirty (30) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed. The City reserves the right to terminate any resulting contract in the event the City should not appropriate or otherwise make funds available to continue the payment obligations under the contract.

5.3 Indemnification

The Proposer agrees that if the contract is awarded to their firm, the firm shall defend, indemnify and hold harmless the City, as appropriate, and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or by reason of the execution or performance of the work or services provided by the successful proposer, including their officials, agents, employees and subcontractors and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

5.4 Insurance

If the contract is awarded to the proposer, the proposer shall secure and maintain such insurance as will protect the proposer from claims under the Workers' Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate



The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

The City shall be named as an additional insured on the general liability and umbrella policies on a primary and non-contributory basis.

The proposer shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as a consultant, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. The policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000 unless the City agrees to a higher deductible.

Before commencing work, the proposer shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

5.5 Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the proposer as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The proposer is to be and shall remain an independent contractor with respect to all services performed under this contract. The proposer represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the proposer or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the proposer, its officers, agents, contracts or employees shall in no way be the responsibility of the City; and the proposer shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.



5.6 Minority and Disadvantaged Businesses

The City hereby notifies all proposers that businesses owned and controlled by minorities or women will be afforded maximum feasible opportunity to submit proposals. The City also notifies all persons that no one will be subjected to discrimination on the basis of race, color, creed, religion, national origin, sex, disability, sexual orientation, age, marital status, or status with regard to public assistance, under the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A.

5.7 Records and Audits

All books, records, documents, and accounting procedures and practices of the successful proposer relevant to the contract shall, pursuant to Minnesota Statutes, Section 16C.05, subd. 5, be subject to examination at all times by the City's Internal or External Auditors, and/or by the Legislative Auditor or State Auditor.

5.8 Incurred Expenses

There is no express or implied obligation for the City to reimburse Proposers for any costs or expenses incurred in preparing Proposals in response to this RFP, and the City will not reimburse Proposers for these costs or expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these Services. The City is not responsible for any cost(s) incurred by a Proposer in preparing and/or submitting a Proposal in response to this RFP. The City will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Proposer's products and Services.

5.9 Authorized Signatures

The proposal must be executed personally by the Proposer or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Proposer shall accompany the proposal to become a valid offer.

5.10 Confidential Information

Any written, printed, graphic, electronic, or magnetically recorded information furnished by the City for the Proposer's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries. The Proposer and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the Proposer's employees, agents, and subcontractors and Proposer shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Proposer, its employees, agents, and subcontractors will promptly return any confidential information in its possession to the City.



5.11 Waiver of Claims

Each Proposer by submission of a response to this RFP waives any claims it has or may have against the City, and their respective employees, officers, members, directors and partners; The City's Representative and its employees, officers, members, directors and partners; and the City, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Proposers. Submission of proposal indicates Proposer's acceptance of the evaluation technique. Without limiting the generality of the foregoing, each Proposer acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

5.12 Statutory Information

Any contract or agreement resulting from this RFP shall be construed in accordance with the laws of the State of Minnesota. Any litigation between the parties arising out of, or in connection with, the contract shall be initiated and prosecuted in federal or state court in City of Lakeville, MN.

5.13 Non-Discrimination Clause

The proposer agrees to comply with the Americans with Disabilities Act and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs, and activities. The City has designated a coordinator to facilitate compliance with the Americans With Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

For information contact: Human Resources, City of Lakeville, 20195 Holyoke Avenue, Lakeville, MN 55044; telephone: 952-985-4490.

The proposer agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA caused by the contractor.

5.14 Force Majeure

Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions ("force majeure"). If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract



modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

5.15 Policy Compliance

The Proposer shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by the City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property at all times while performing duties pursuant to the contract. The Proposer agrees and understands that a violation of any of these policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by the City.

5.16 Compliance with Federal, State, City, and Local Laws

Proposals must comply with all federal, state, City and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Proposer agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City, or State of Minnesota, as they may apply, as these laws may now read or as they may hereafter be changed or amended.

5.17 Patents and Copyrights

The successful Proposer agrees to protect the City from claims involving infringements of patents and/or copyrights.

5.18 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.19 City Property

The use of any and all City property by Proposer or its agents must be approved in advance.

5.20 Rights of Use

The Proposer agrees that the City will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Proposer or anyone acting on behalf of the Proposer as a result of this contract.

5.21 Ownership of Data and Transition

Any and all City data stored on the Proposer's servers or within the Proposers custody is the sole property of the City. The Proposer, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.



In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Proposer shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; and
- c. Make available to the City, at no cost, all City data stored within the system, stored on the Proposer's servers, or within the Proposer's custody, within fifteen (15) days of termination or City request.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the City shall:

- d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement

5.22 Data Privacy and Security

Proposer shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Proposer shall have and follow a disaster recovery plan. Proposer shall only store and process City data within the continental United States. If applicable to the Contract, the Proposer shall back up all City data daily to an offsite hardened facility.