



CITY OF SANTA CLARA

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES**

BUDGET AND FINANCIAL PLANNING SYSTEM

Proposals due by 3:00 P.M. on July 16, 2014

Submit to:

Tamera Haas
Assistant Director of Finance
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
PHONE: (408) 615-2340
FAX: (408) 243-8687
EMAIL: finance@santaclaraca.gov

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

BUDGET AND FINANCIAL PLANNING SYSTEM

1. INTRODUCTION

The City of Santa Clara is seeking proposals from qualified firms to provide an integrated Budget and Financial Planning System for the City's annual budget, capital improvement, and five-year financial plan process. Minimum requirements of Firms and detailed description of required services are included in Attachment A-Scope of Services.

2. ATTACHMENTS

The attachments below are included with this Request for Proposals ("RFP"). The items identified with an asterisk (*) must be completed, signed by the appropriate representative of the company, and returned with the submittal.

- Attachment A – Scope of Work/Services*
- Attachment B – Proposer's Information Form*
- Attachment C – Certification of Non-Discrimination*
- Attachment D – Agreement for Services
- Attachment E – Cost Proposal Format*
- Attachment F – Insurance Requirements
- Attachment G – Santa Clara Ethical Standards
- Attachment H – Affidavit of Compliance with Ethical Standards*

3. INSTRUCTIONS TO PROPOSERS

3.1. Intent to Bid

All Proposers must submit their Intent to Bid by sending an email to finance@santaclaraca.gov that includes the following information: Company Name, Company Primary Contact, Address, Email and Phone number. Proposers who register will receive copies of all RFP addenda (if any) and all questions submitted by Responders with the corresponding responses.

3.2. Pre-proposal Conference.

There is NO pre-proposal conference scheduled for this solicitation.

3.3. Examination of Proposal Documents.

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.3.1. Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- 3.3.2. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.3.3. Represent that all information contained in the proposal is true and correct.
- 3.3.4. Did not, in any way, collude, conspire to agree, directly or indirectly, with

any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.

- 3.3.5. Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.

3.4. Questions.

Any questions by the Proposer regarding this RFP or the project must be emailed to finance@santaclaraca.gov and received by the City no later than 3:00 p.m. on July 10, 2014.

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

Responses from the City to questions by any Proposer will be communicated by email to all recipients of this RFP on July 14, 2014. Questions received after the date and time stated above will not be accepted, and will be returned to senders without response.

3.5. Addenda.

Any addenda issued by City shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer.

3.6. Submission of Proposals.

All proposals shall be submitted in PDF format to finance@santaclaraca.gov for the attention of Tamera Haas, Assistant Director of Finance. Please note that faxes and hard copy proposals will not be accepted.

Proposals must be submitted no later than 3:00 P.M. PST on July 16, 2014. All proposals received after that time will be returned to the Proposer.

All proposals shall become the property of the City and upon selection of the successful proposal and before award of the contract, the proposals shall become public records and subject to disclosure as required by the California Public Records Act.

3.7. Withdrawal of Proposals.

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by sending a written request for withdrawal to finance@santaclaraca.gov.

4. RIGHTS OF THE CITY OF SANTA CLARA

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy errors in the Request for Proposals process;
- Approve or disapprove the use of particular sub consultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals; and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

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

5. RFP TIMELINE

The RFP Timeline is as follows (dates subject to change):

RFP Issued	July 3, 2014
Deadline for questions, clarifications	July 10, 2014
Proposals must be submitted by	July 16, 2014
City evaluates proposals	July 17, 2014-July 25, 2014
City interviews proposers	July 17, 2014-July 25, 2014
City selects successful proposal	Approximately August 1, 2014
City Council approves successful proposal and award of contract	August 19, 2014

The City reserves the right to add, remove or combine steps in the timeline, and/or compress or extend the timeline as the City, in its sole discretion, sees fit.

6. INFORMATION TO BE SUBMITTED(to be submitted in this order only)

These guidelines govern the format and content of the proposal, and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer’s understanding of the City’s requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not related to the RFP and proposal, e.g., generalized brochures, marketing material, etc., will not be considered in the evaluation.

All proposals shall address the following items. The proposals must address the items in the order listed below, and shall be numbered 1 through 8 in the proposal document. Please include a Table of Contents preceding the Chapters.

Chapter 1 – Proposal Summary.

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages, including the separate sheet.

Chapter 2 – Profile on the Proposing Firm(s).

This Chapter shall include a brief description of the Prime Proposer's firm, including firm name, address, phone number, email address and primary contact person; brief firm history, including the current permanent staff size as well as local organization structure; and, a discussion of the firm's financial stability, capacity and resources.

Additionally, this section shall include a listing of any claim, lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer either as a contractor or subcontractor or by its subcontractors where litigation is still pending or has occurred within the last five years, or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five (5) years.

Chapter 3 – Qualifications of the Firm.

This Chapter shall include a brief description of the Proposer's qualifications and previous experience supplying like services and/or equipment to similar public agencies. Include all areas of expertise, scope of services provided, and relevant experience, including description of each project, role of professional for that project and date completed. Include product provided, the total project cost, the period over which the provision and training was completed, and the name, title, phone number and email address of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project.

Five (5) references from clients with similar projects must be submitted along with the names and telephone numbers of contact persons. The City prefers that these references be integrated with Oracle PeopleSoft.

Chapter 4 –Product Description, Work Plan or Proposal.

This Chapter shall present a well-articulated service plan. Include a full description of major services provided, tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services, providing the required product and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services. Describe the project understanding, detailed project approach and methodology. List specific proposed products, services, support and training services to be provided.

When describing the products proposed, include product versions and release dates, product roadmap for the next 3-5 years, maintenance release schedule (including the dates and releases of last 3 maintenance releases).

Chapter 5 – Project Schedule.

This Chapter shall include a projected timeline for completing the project including the start date, order dates, delivery time, installation, and training, and shall indicate completion dates from date the order is received. The City desires the software to be operational by December 1, 2014.

Chapter 6 – Project Staffing.

This Chapter shall discuss how the Proposer would staff this project. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal. Include proposed project management structure, including identification of the project consultant and individuals that will be assigned to the project.

Chapter 7 – Proposal Exceptions.

This Chapter shall discuss any exceptions or requested changes that Proposer has to the City's RFP conditions, requirements and agreement. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in Attachment D –“Agreement for Services.” Items not excepted will not be open to later negotiation.

Chapter 8 – Proposal Costs Sheet and Rates.

This Chapter shall include the proposed costs to provide the services desired. Include any cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the City. Attachment E, “Sample Cost Proposal Format,” is included and should be used by all Proposers. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work. The cost of the project, including the total hours and hourly rates by staff classification, and the resulting all-inclusive fee for the project must be included. Fees must include all anticipated costs, including travel, per diem, and out of pocket expenses. Please note the City of Santa Clara does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

7. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this RFP, if awarded, will be an Agreement for Services. The method of payment to the successful Proposer shall be for services provided based on established rates for services (Weekly Rates, Monthly Rates, etc.) with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, materials, delivery, transportation, communications, and any subcontracted items of work.

Proposers shall be prepared to accept the terms and conditions of the Agreement, Request For Proposal (RFP) for Budget and Financial Planning System

including Insurance Requirements in Attachment F. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for each proposed change, as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

8. INSURANCE REQUIREMENTS

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment F.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the City of Santa Clara as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by the City of Santa Clara. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

9. REVIEW AND SELECTION PROCESS - EVALUATION CRITERIA

City staff will evaluate the proposals provided in response to this RFP based on the following criteria:

- Quality and completeness of proposal;
- Cost to the City;
- Proposer's ability to meet technical requirements;
- Proposer's implementation plan;
- Proposer's prior record of performance with City or others;
- Proposer's ability to perform the work within the time specified;
- Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- Proposer's experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity;
- Proposer's financial stability and length of time in business;
- Proposer's ability to provide future records, reports, data and/or services; and
- Proposer's compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

10. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the City of Santa Clara. At such

time as the City awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary,” or if disclosure, in the City’s sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Santa Clara may determine, in its sole discretion, that the information that a Proposer submits is not a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer's sole expense.

11. COLLUSION

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

12. DISQUALIFICATION

Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Proposer’s inability to successfully complete the responsibilities and obligations of the proposal; and
- Proposer’s default under any previous agreement with the City.

13. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

14. GRATUITIES

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

15. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

15.1. The consultant or other entity who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor.

15.2. The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Proposer.

ATTACHMENT A

Scope of Services

A. Project Description

The City of Santa Clara seeks proposals from qualified firms to provide professional services for an integrated operating and capital budget system to assist in the City's annual budget, capital improvement and Five-year Financial Plan Development. The City also desires a software tool to provide improved analysis and performance measure capabilities. The Scope of Work (or Services) describes the required services and performance conditions. The City budgeted funds for these services in the 2014/2015 Fiscal Year for the first year of the contract. The first year of the contract shall include the cost of all professional services required for installation, implementation, data conversion, application development, training, and the first year's warranty, maintenance, support and any applicable license costs.

The City of Santa Clara is located in the County of Santa Clara, California, and is approximately 45 miles southeast of San Francisco and three miles west of downtown San Jose. Santa Clara was incorporated in 1852 as a charter city and currently has a population of approximately 120,000. The City provides a full range of services including police, fire protection and emergency dispatch, electric utility, water and sanitation services, construction and maintenance of streets and infrastructure, recreational activities and cultural events, planning and zoning, library, cemetery, and general administrative and support services.

The City is currently organized into fourteen departments consisting of the City Manager's Office, City Clerk/City Auditor, City Attorney, Information Technology, Human Resources, Finance, Police, Fire, Electric Utility, Water and Sewer Utilities, Public Works, Parks and Recreation, Planning and Inspection, and Library. More information on City departments can be found on the City's website www.santaclaraca.gov. For the fiscal year beginning on July 1, 2014, the City has a General Fund budget of approximately \$164.8 million and a total funds budget of approximately \$660.5 million, including approximately \$62.8 million in capital projects. There are approximately 40 users of the current budget system with no more than 20 users on the system at one time. These numbers do not meet the needs of the City for the future budget and financial planning system. We anticipate a need for 50 users citywide.

The City of Santa Clara uses Oracle PeopleSoft Financials Version 9.1 and PeopleSoft Human Capital Management Version 9.1. The City of Santa Clara is investigating budgeting software options for preparing the City of Santa Clara operating, capital budgets and five-year financial plan.

B. Background

Currently, the City develops its annual budget through Oracle Hyperion Planning and Excel spreadsheets. The position budget is developed through a process of downloads

from the PeopleSoft systems into Hyperion Planning and running business rules to implement benefit and salary adjustments. The operational budget development occurs through web forms (directly in Hyperion Planning) and Excel add-in forms. Further, spreadsheets are the primary tool for developing the Five Year Financial Plan, labor cost modeling, and monitoring of the approved budget. The Capital Budget is developed manually through Excel documents and uploaded to Hyperion Planning at the end of the CIP budget process through an Excel add-in.

C. Description of Required Services

Purpose: The requirements listed below outline the City’s desired functionality. Selecting a vendor that meets the requirements help minimize the City’s risk, increases efficiencies and ensure the new technologies align to the City’s IT strategy. If for some reason all requirements cannot be met by any vendor, the City’s project manager plans to work with the City’s CIO on next steps.

Classification definition:

- **Mandatory** features must be included for the system to function.
- **Required** features should be included but the system can function without them.
- **Desired** features are nice to have but are not needed for the system to function.

Instructions: In the “vendor response” column, proposers are required to respond with ‘yes’ indicating that the requirement is met or ‘no’ that the requirement is not met. For comments, proposers are encouraged to submit a separate document identifying how requirements are met. Proposers need to ensure that the same order as below is kept and that the respective ID number is referenced.

Functional Requirements

The following functional requirements define specific behavior or functions required of the system.

Integrated Budget System - General

ID	Requirement	Classification	Vendor Response
1a	Integrated Operating and Capital Budget System with approximately 55 funds and thousands of expenditure and revenue appropriations	Mandatory	
1b	Access to about 50 users citywide	Mandatory	
1c	Tracking of revenues, expenditures, and positions by Budget version (e.g.: Initial, Requested, Proposed, Adopted, and Amended/Adjusted)	Mandatory	
1d	Transfer entries are correctly recorded in both funds affected by the transfer	Mandatory	
1e	Ability to re-label existing system field descriptions	Desired	
1f	Ability to “bookmark” certain areas of the budget system	Desired	
1g	Ability to redesign the budget structure	Required	
1h	Ability to copy “prior year” data (e.g.:	Required	

	forecast analysis, budget change requests) to the current budget year		
1i	Ability to develop multi-year source and use fund statements	Required	

Interface with PeopleSoft

ID	Requirement	Classification	Vendor Response
2	Includes the ability to interface with PeopleSoft Financials and HCM Version 9.1 or higher to upload and download financial and position data – please explain details	Mandatory	

Salary and Benefit Cost Budgeting and Modeling

ID	Requirement	Classification	Vendor Response
3a	Upload position cost information (e.g.: salary, special pays, pension, health costs, FTE, FTE program allocation) fully and for specific fields from PeopleSoft	Mandatory	
3b	Calculate personnel expenditure by position, department, program, fund, detail (e.g.: salary, pension, retiree healthcare, special pays, health benefits) for 10 employee bargaining units with various benefit levels	Mandatory	
3c	Ability to model total compensation (e.g.: salary, special pays, health plan costs, pension rates) changes by position and bargaining unit.	Required	
3d	Ability to assign multiple funding sources to a position	Required	
3e	Ability to forecast current year salary and benefits.	Required	
3f	Ability to add new positions created during the budget process including salary, special pays, health plan costs, pension rates and other associated costs i.e. Vehicle, computer, furniture, supplies etc.	Required	
3g	Ability to track vacant, frozen and managed hiring freeze positions.	Required	
3h	Ability to report on position changes between budget versions.	Required	

Cost Allocation Plans

ID	Requirement	Classification	Vendor Response
4a	Development of cost allocation plans for internal support functions as well as Internal Service Funds	Required	

Estimated Resources

ID	Requirement	Classification	Vendor Response
5a	Ability to input revenue account estimates by Fund, department and program	Required	
5b	Ability to input other financing sources account estimates by Fund, department and program	Required	
5c	Ability to input transfer account estimates by fund, department and program	Required	

Forecast Development

ID	Requirement	Classification	Vendor Response
6a	After development of the requested Budget (first year of Forecast), ability to model five years of Forecast data with adjustments (e.g.: annual percentage compounded; different percentages for Forecast years; associated benefit percentages; manual inputted amounts) to revenues and expenditures	Required	
6b	Parallel development of various Forecast Models	Required	
6c	Ability to use past fiscal year actual data and current fiscal year projected data to forecast future expenditure levels	Required	

Workflow Capabilities

ID	Requirement	Classification	Vendor Response
7a	Flexible workflow system (including delegation of approval and/or parallel approvals) for budget change modifications for various budget versions (e.g.: initial, requested budget, proposed budget) and modifications to the adopted budget including internal department approval, multi-department approvals (e.g.: Information Technology Department for IT requests), and Budget Office approvals	Mandatory	
7b	Includes comment or notes function for recording actions such as for budget change requests	Mandatory	
7c	Searchable comments or notes function	Desirable	
7d	Allows for the attachment of supporting documents	Required	
7e	Allows for reviewers and approvers to comment on decision of budget change requests	Required	
7f	Provides for email notification	Required	

Budget Balancing

ID	Requirement	Classification	Vendor Response
8	Ability to balance budgets within the system for various funds	Required	

Fee Development

ID	Requirement	Classification	Vendor Response
9a	Identification of fee cost components (e.g.: fully loaded personal services cost by position; percent of positions; related cost allocation percentages; non-salary costs)	Desired	
9b	Automatic updates of fee cost components	Desired	
9c	Calculation of revenue generated based on activity level	Desired	
9d	Calculation of cost-recovery level	Desired	
9e	Roll-over of fee cost components to the next fiscal year	Desired	

Publication of Budget Document

ID	Requirement	Classification	Vendor Response
10a	Report writing tool	Mandatory	
10b	Report template development	Mandatory	
10c	Compilation of budget data (numbers and texts) for pagination of budget documents	Required	
10d	Allows multiple users to input and edit text, financial, or performance information (e.g.: paragraph, tables, graphs) and maintain version control of document components	Required	
10e	Ability to check spelling and grammar	Required	
10f	Ability to easily edit, integrate, and format custom Excel charts, graphs, and tables into document	Required	
10g	Flexibility and ability to add or remove sections or pages	Required	
10h	Insert, change, or edit photos	Required	
10i	Automatically compile and paginate document and build the table of contents	Required	
10j	Produce high-quality, bookmarked PDF for printing and viewing on the City's website	Required	
10k	Ability to manage text, data, and publishing components for multiple documents (operating budget, capital budget, municipal fee schedule, 5 year financial plan, and others)	Required	

Online Publication of Budget Data and Performance Measures

ID	Requirement	Classification	Vendor Response
11a	Ability to publish budget data online with drill-down reports and graphs	Desired	

11b	Ability to publish performance measure data online in graphical formats (e.g.: dashboards) and to regularly update the data (e.g.: monthly, quarterly, annually) and comparison of budget to actual data	Desired	
11c	Ability to publish multi-year actual performance data online in graphical form	Desired	

Performance Measurement and Management

ID	Requirement	Classification	Vendor Response
12a	Input and documentation of performance measures	Required	
12b	Upload capability from other systems such as public safety systems for response call data, auto services system for vehicle and fuel data	Desired	
12c	Dashboard and other graphical display of performance data	Required	

Monitoring of Budgeted Expenditures and Revenues

ID	Requirement	Classification	Vendor Response
13a	Periodic download of actual expenditures and revenues from PeopleSoft Financials.	Required	
13b	Comparative Analysis of Budget to Actuals (e.g.: straightlining, historical trend analysis)	Required	
13c	Display of actual expenditure and revenue data by month, quarter, and year	Desired	

Prior Year Data

ID	Requirement	Classification	Vendor Response
14	Access to prior year Budget and Actual data for reporting and analytical purposes	Required	

Capital Budget Model

ID	Requirement	Classification	Vendor Response
15a	Ability to enter and track multi-year operating budget impacts of capital projects and link the cost impacts to the development of the Forecast	Desired	
15b	Ability to prioritize and rank projects based on user-defined criteria	Desired	
15c	Ability to create custom fields (e.g.: LEED certification, project start date, project end date)	Required	
15d	Project status identification (e.g.: future, current, close-out)	Required	
15e	Project Type identification (e.g. Work Order, Ongoing, Distinct)	Required	
15f	Project theme identification (e.g. economic	Required	

	development, public facilities etc)		
--	-------------------------------------	--	--

Reporting

ID	Requirement	Classification	Vendor Response
16a	System provides configurable self-service reporting on all system fields (e.g.: by budget version, fiscal years, fund, appropriations)	Required	
16b	Ability to display report data in graphical forms	Desired	
16c	Ability to export report data to MS Excel and MS Word	Required	
16d	Ability to set up forms/reports which alert the user of certain business rules are not followed (e.g.: for Source and Use Statements the Source Total has to match the Use Total)	Desired	

Training

ID	Requirement	Classification	Vendor Response
17a	Vendor or partner/preferred vendor can provide system functional training to users and system administrators	Desired	
17b	Provide functional training documentation for end-users and administrators	Required	
17c	Vendor or partner/preferred vendor provide training for project team	Required	

Auditability

ID	Requirement	Classification	Vendor Response
18	System logs all user & system actions and events (who, what, when)	Desired	

Implementation Management

ID	Requirement	Classification	Vendor Response
19	Provide an implementation plan which includes task descriptions, level of involvement of City staff (number of staff, types of staff, and hours), and a standard timeline	Required	

Non-functional Requirements

The following non-functional requirements specify criteria that can be used to judge the operation of a system, rather than specific behaviors of the system.

Note: Inability to meet any of the following requirements does not automatically exclude vendors from RFP (Request for Proposal) process

Cloud Computing

ID	Requirement	Classification	Vendor Response
20a	Application and data is available as a Cloud Service. Please describe.	Desired	
20b	Provide a sample Cloud Services agreement	Required	

Application Architecture

ID	Requirement	Classification	Vendor Response
21a	System should adhere to the City's IT Enterprise Architecture standards. <ul style="list-style-type: none"> • VMWare 5.5 • Microsoft Windows Server / Active Directory 2012 • Microsoft SQL Server 2008R2 and above • Windows 7 	Mandatory	
21b	The system should be fully web-based with no plug-ins needed.	Required	
21c	The system should be able to integrate with the City's Active Directory whether in Cloud or on Premise. Single Signon preferred.	Required	

Maintainability

ID	Requirement	Classification	Vendor Response
22a	System upgrades are fully maintained and managed by vendor	Desired	
22b	System is "off the shelf" solution and does not require custom development/coding by the vendor or the City	Required	
22c	City should be able to configure the system with appropriate access privileges	Required	

System Compatibility

ID	Requirement	Classification	Vendor Response
23	Windows 7, Internet Explorer version 11, Google Chrome, iOS	Required	

Portability

ID	Requirement	Classification	Vendor Response
24a	HTML5 (or has one of these features on product roadmap)	Desired	
24b	Responsive web design for flexible and fluid layouts that adapt to almost any screen	Desired	
24c	System should be mobile friendly – ability to run on tablet (Apple iPad preferred) and smartphone (Apple iPhone preferred)	Required	

Support

ID	Requirement	Classification	Vendor Response
25	Technical ongoing or on-demand support is maintained by the vendor or partner vendor	Required	

Service Level Agreement

ID	Requirement	Classification	Vendor Response
26a	Submission of vendor's service standards regarding system support and escalation process	Required	
26b	System availability; 99.9%	Required	

Integration

ID	Requirement	Classification	Vendor Response
27a	System has web services Application Programming Interface (API) capabilities to integrate with other City applications	Required	
27b	System is able to download to and upload from Microsoft products (Excel, Access)	Required	

Open Data

ID	Requirement	Classification	Vendor Response
28a	All system data should be exportable and machine readable to support open data environment	Required	
28b	Exportable data should include metadata (set of data that describes and gives information about other data)	Desired	

Security

ID	Requirement	Classification	Vendor Response
29a	System complies with either: ISO 27001 (Information Security Management Systems) or NIST 800-53 Standards (Security and Privacy Controls for Information Systems) Note: If chosen as a finalist, vendor will be required to complete the City's Vendor Information Security Assessment and acknowledge and agree to comply with the City's Security & Privacy Agreement	Required	
29b	Ability to set appropriate security levels for users	Required	
29c	System is able to integrate with the City's Active directory (single signon, application level security)	Required	

Scalability

ID	Requirement	Classification	Vendor Response
30	Ability to easily utilize the technology across the organization for different purposes (for additional users and departments with varying processes and workflows and configuration requirements)	Required	

Data Liberation

ID	Requirement	Classification	Vendor Response
31	Ability to quickly move all of the data out of the system in an open, interoperable, portable format at no additional cost and in one fell swoop in the event that the City wishes to discontinue the product	Required	

Business Continuity (Cloud Service)

ID	Requirement	Classification	Vendor Response
32a	Failover / redundancy / replication of system to another location	Required	
32b	Frequency of backups: at minimum daily;	Required	
32c	Data Restoration: within 1 day except between November and February; 4 hours between March and June	Required	
32d	Minimum retention requirements: Seven years	Required	

D. Required Proposal Components

1. All information set forth in Article 6 of the RFP; and
2. Description of firm's experience as it relates to integration between Oracle PeopleSoft and your firm's software; and
3. Completion of **C. Description of Required Services**

ATTACHMENT B
Proposer's Information Form

PROPOSER (please print): _____

Name: _____

Address: _____

Telephone: _____

FAX: _____

Contact person, title, telephone number, email address and fax number: _____

Proposer, if selected, intends to carry on the business as (check one)

- Individual
- Joint Venture
- Partnership
- Corporation
- Governmental Entity

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

- 1
- 2
- 3
- 4
- 5
- 6

Or,

_____ No Addendum/Addenda Were Received (check and initial).

PROPOSER’S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

(1) If Proposer is *INDIVIDUAL*, sign here:

Date: _____

Proposer’s Signature

Proposer’s typed name and title

(2) If Proposer is *PARTNERSHIP* or *JOINT VENTURE*, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name
(type or print)

Date: _____

Member of the Partnership or Joint Venture signature

Date: _____

Member of the Partnership or Joint Venture signature

(3) If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: _____ (Title)
and _____ (Title)
of the CORPORATION named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____

(4) If Proposer is a GOVERNMENTAL ENTITY, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: _____ (Title)
and _____ (Title)
of the GOVERNMENTAL ENTITY named below; that they are designated to sign the Proposal Cost Form by resolution (attach an official copy, with Clerk's attestation) for and on behalf of the below named GOVERNMENTAL ENTITY, and that they are authorized to execute same for and on behalf of said GOVERNMENTAL ENTITY.

Governmental Entity (type or print)

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____

ATTACHMENT C
Certification of Nondiscrimination

As suppliers of goods or services to the City of Santa Clara, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, or familial status; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.

(1) If Proposer is *INDIVIDUAL*, sign here:

Date: _____

Proposer's Signature

Proposer's typed name and title

(2) If Proposer is *PARTNERSHIP* or *JOINT VENTURE*, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name
(type or print)

Date: _____

Member of the Partnership or Joint Venture
signature

Date: _____

Member of the Partnership or Joint Venture
signature

(3) If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: _____ (Title)
and _____ (Title)
of the CORPORATION named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____

(4) If Proposer is a GOVERNMENTAL ENTITY, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: _____ (Title)
and _____ (Title)
of the GOVERNMENTAL ENTITY named below; that they are designated to sign the Proposal Cost Form by resolution (attach an official copy, with Clerk's attestation) for and on behalf of the below named GOVERNMENTAL ENTITY, and that they are authorized to execute same for and on behalf of said GOVERNMENTAL ENTITY.

Governmental Entity (type or print)

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____

ATTACHMENT D
Agreement for Services

Execution of Attachment D is required, as is set forth in Article 6 of the RFP.

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
CONTRACTOR's name

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of _____, 2014, ("Effective Date") by and between **Contractor's name, a[n] a _____ (enter State name) corporation/partnership/individual**, with its principal place of business located at **Contractor's address** ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "SCOPE OF SERVICES"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in that certain document entitled "**name of proposal**" dated **date of proposal**,

("Proposal") set forth in Exhibit A, which constitutes the basis for this Agreement.

TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on **end date**.

CONTRACTOR'S SERVICES TO BE APPROVED BY A LICENSED PROFESSIONAL.

All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by a qualified licensed professional in the State of California.

The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit F, Contractor shall purchase and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Finance Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 243-8687

And to Contractor addressed as follows:

Name: _____
Address: _____

or by facsimile at () ____ - _____

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

DISPUTE RESOLUTION.

Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

The costs of mediation shall be borne by the Parties equally.

For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

Read Exhibit G, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

Execute Exhibit H, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties

agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA
A CHARTERED CALIFORNIA MUNICIPAL CORPORATION**

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

ROD DIRIDON, JR.
City Clerk

“CITY”

CONTRACTOR’S NAME

a _____ (enter State name) corporation/partnership/individual

By: _____

(Signature of Person executing the Agreement on behalf of Contractor)

Name: _____

Title: _____

Local Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

“CONTRACTOR”

ATTACHMENT E
Sample Cost Proposal Format

COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below, establishing a not-to-exceed amount. Additional services provided shall be calculated based on the hourly rate schedule provided.

The first year of the contract shall include the cost of all professional services required for installation, implementation, data conversion, application development, training, and the first year’s warranty, maintenance, support and any applicable license costs.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Scope of Services”) and reimbursable expenses shall not exceed \$_____. CONSULTANT agrees to complete all Scope of Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed the hourly rate per the agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for the Scope of Services, including reimbursable expenses.

Services Provided:	Amount
1. License and Maintenance Fees	\$
2. Professional Services	\$
a. Task 1	\$
b. Task 2	\$
c. Task 3	\$
3. Licensing	\$
4. Annual Maintenance	\$
Year 1 Total Cost	\$
Annual Maintenance Cost	\$
Hourly Rate for Additional Services By Position	
1. Position 1	\$/Hour
2. Position 2	\$/Hour
3. Position 3	\$/Hour

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit E-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement

ATTACHMENT F
Insurance Requirements
For Professional Services

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including

any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of

complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara [*insert City department name here]
P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

ATTACHMENT G
Ethical Standards

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- I. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated

¹ For purposes of this Agreement, the word “Consultant” (whether a person or a legal entity) also refers to “Contractor” and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words “convicted” or “conviction” mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, “dishonesty” includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- J. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- K. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City action to the Finance Director/Assistant City Manager by filing a written statement of dispute no later than three (3) days after project award date with the Finance Director/Assistant City Manager. The matter will be determined by Finance Director/Assistant City Manager within five (5) days of submittal. Any decision by Finance Director/Assistant City Manager shall be final.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

ATTACHMENT H
Affidavit of Compliance with Ethical Standards

I, _____, being first duly sworn, state that I am _____ (title or capacity) of _____ (entity name) and I hereby state that I have read and understand the language, entitled “Ethical Standards” set forth in Attachment G, and I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and made appropriate inquiry of those individuals potentially included within the definition of “Contractor” contained in Ethical Standards, footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said “Contractor” category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

[INSERT NAME OF COMPANY]
a [insert Corporation, Partnership, etc.]

Signature of Authorized Person or Representative

Title

NOTARY’S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public’s acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity’s complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

S:\Attorney\REQUEST FOR PROPOSAL\Request for Proposal Feb 2013.doc