

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 1, 2015 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS — FINANCIAL INFORMATION SOFTWARE SYSTEM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared authorizing the advertisement of requests for proposals (RFP) for a Financial Information Software System for the City of La Vista.

FISCAL IMPACT

The FY 16 Capital Improvement Program contains funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

BerryDunn, the firm selected to assist in the process of selecting a Financial Information Software System, submitted the Needs Assessment Report which was received by the City Council on September 16, 2014. Subsequently BerryDunn has worked with staff to develop a Request for Proposals (RFP) to procure a new Financial Information Software System. The RFP has been reviewed by the City Attorney and is attached for your review.

Request for Proposals Published	September 4, 2015
Deadline for Proposal Submissions	October 6, 2015 10:00 a.m.
Vendor Selection approval by City Council	January 5, 2016

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTIZING OF THE REQUEST FOR PROPOSALS FOR A FINANCIAL INFORMAITON SOFTWARE SYSTEM FOR THE CITY OF LA VISTA.

WHEREAS, the Mayor and Council have determined that replacement of the current financial management system is necessary, and

WHEREAS, the FY 2015/16 Capital Improvement Program provides funding for the proposed project; and

WHEREAS, Proposals will be due October 6, 2015 with the approximate vendor selection date of January 5, 2016;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertising of the request for proposals for a Financial Information Software System, for the City of La Vista.

PASSED AND APPROVED THIS 1ST DAY OF SEPTEMBER, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA

Request For Proposal

City of La Vista
8116 Park View Boulevard
La Vista, Nebraska 68128

Materials and/or Service: Software and Implementation Services for Financial Information Software System

Solicitation Due Date: October 6, 2015

Time: 10:00 am (Central Standard Time)

Solicitation Mailing Address:

Pamela Buethe
City Clerk
City of La Vista
8116 Park View Boulevard
La Vista, Nebraska 68128

All Offers must be received by the City of La Vista at the specified location by the date and time cited above. Late Offers will not be considered. The mere fact that the Proposal was dispatched will not be considered; the firm must insure that the Proposal is actually delivered. Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested. Offers received by the correct date and time shall be publicly opened and read. At the public opening, there will be no disclosure of contents to competing firms, and all Proposals will be kept confidential during the negotiation process, except for such disclosures as may be required under applicable law. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award. Offerors are advised to carefully read the entire Solicitation Package. Offers that do not comply with all Instructions contained herein may be disqualified.

Solicitation packages can be obtained by downloading from the City of La Vista's website: <http://www.cityoflavista.org/Bids.aspx>. Should you experience problems downloading the solicitation, contact pbuethe@cityoflavista.org.

Attendance at the Teleconference is not mandatory; however, Offerors are strongly encouraged to attend.

Teleconference Event: September 22, 2015 @ 11:00 A.M. (Central Standard Time)

Vendors that are interested in participating in the Pre-Proposal Vendor Conference shall contact the City in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Published via <http://www.cityoflavista.org/Bids.aspx> September 4, 2015

Notice published in Papillion Times September 9, 2015

All communications concerning this solicitation must be directed to the person identified within this solicitation in Table 2. Communications with other city staff may disqualify you from the evaluation process.



Software and Implementation Services for Financial Information Software System

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1.0 RFP Introduction and Background

1.1 Introduction

This Request for Proposals (RFP) is intended to solicit Proposals from Proposers capable of satisfying the City of La Vista's needs for software and professional services to implement a Financial Information Software System. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system is available that meets the City's needs, the City may then enter into contract discussions with the selected Proposer. 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; and,
- Establishes a performance standard for the selected Proposer.

This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful Proposal as may be deemed necessary or advisable in the discretion of the City's Mayor and City Council. If there is any conflict or ambiguity between or among any terms or conditions, the highest or greatest quality, standard of performance or quantity will apply. For purposes of this RFP, the term "Vendor," "Offeror," and "Proposer" are considered to have the same meaning.

1.2 About La Vista

The City of La Vista is located in the metro Omaha area, and was incorporated in 1960. Today the City is a growing community of approximately 16,000 with recent commercial and retail developments spurring development across the City. La Vista is a mayor-council form of government consisting of eight council members and the Mayor. The Mayor, with confirmation from the City Council, appoints a professional City Administrator to manage the day-to-day operation of the City.

The City of La Vista employs approximately 120 full-time-equivalent (FTE) employees and provides a full range of municipal services including: Public Safety, Code Enforcement, Public Works, Public Building & Grounds, Library Services, Recreation, Finance, Human Resources, Administration, and Community Development. The General Fund operating budget is \$14.8 million, Capital Fund budget is \$30.8 million, Debt Service Fund budget is \$15.7 million, and the budget for all funds totals \$85.8 million. Additional information regarding the City including a complete copy of the budget document and other financial data may be found on the City's website at www.cityoflavista.org.

1.3 Project Objectives

The City of La Vista is planning to replace its current financial information systems environments with a new integrated financial information system. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- Many City departments are using manual processes to track information outside of the current system.
- Workflow functionality is limited and is not meeting the City's needs.
- The City does not have (or has not implemented) modules to support certain business functions.
- Disparate systems do not promote data sharing.
- An overall lack of functionality in the current system has created the need for manual processes.
- There is limited integration among City systems.
- There is limited query and reporting capabilities in City systems.

- The purchasing process involves several manual and paper-based processes.
- Online and self-service functionality is limited.

In order to address these challenges and others, the City has initiated an enterprise-wide Project to adequately plan for, select, and implement an upgraded Financial Information Software System. Section 2.0, Project Scope, outlines the features and functionality desired in a future Financial Information Software System as well as the professional services activities to be a part of implementation.

The primary objective is to procure, implement and maintain a system or an integrated system of systems that mitigate the challenges listed above, allow for streamlined collection and processing of information, and to facilitate standardization and timely access to information by maximizing the use of the new financial information and software system(s) capabilities.

1.4 Definitions

In order to simplify the language throughout this Request for Proposal, the following definitions shall apply:

ADDENDA – Written instruments issued by the City of La Vista prior to the date for receipt of Proposals which modify or interpret the Request for Proposal (RFP) documents by addition, deletions, clarification or corrections.

CITY - The City of La Vista, a Nebraska municipal corporation and political subdivision of the State of Nebraska.

CITY IMPLEMENTATION TEAM – The team of City staff that will participate in the implementation of the Financial Information Software System.

CITY PROJECT MANAGER - The person designated by the City of La Vista to be the City Project Manager assigned to act on behalf of the City during the term of this Contract.

CITY MANAGER - Means the City Administrator of the City of La Vista or designee.

CONTRACT DOCUMENTS - The Request for Proposals, submitted Proposals, including any diagrams, blueprints, Addenda, and a form of agreement between the City and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.

CONTRACTOR - The Contractor(s)/consultant(s) that may be awarded a contract to provide enterprise software system(s) and professional services to implement the Financial Information Software System for the City.

CONTRACTOR PROJECT MANAGER - The person designated by the Contractor and approved by the City to be the Contractor's Project Manager assigned to act on behalf of the Contractor during the term of this Contract. Any change of Contractor Project Manager requires prior written approval of the City Administrator.

DAYS - Means calendar days unless otherwise specified in the Contract Documents

FINANCIAL INFORMATION SOFTWARE SYSTEM – means the financial information software system which is described in this RFP and in the Attachments hereto.

LITIGATION EXPENSE - Any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.

LOSS - Any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.

OFFEROR – See "PROPOSER".

PROJECT – The project to design and implement the Financial Information Software System for the City as described in this RFP and in the Attachments hereto.

PROJECT SCOPE – Scope of services to be provided by the Contractor(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 Request for Proposal.

PROPOSER or OFFEROR or VENDOR - The person, Contractor, 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.

RESOURCE PLAN – Resources needed to perform Project activities.

CONTRACTOR(s) or CONTRACTOR- The person(s), consultant(s), corporation(s) or other entity(ies) that the City may select as a result of this RFP. Because the City is encouraging Proposals of a sub-set of the functional areas of this RFP, there may be more than one Contractor selected.

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

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

VENDOR – See "PROPOSER".

1.5 City's Consulting Partner

The City has retained Berry, Dunn, McNeil & Parker (BerryDunn) as a consulting partner for this Project. The role of BerryDunn is to provide information and analytical services to support this Project. BerryDunn is also the primary point of contact for Vendors for the purposes of this RFP.

BerryDunn will be facilitating activities as part of the procurement, but will not be participating in the evaluation scoring. Evaluations and resulting decisions will be made solely by the City of La Vista.

1.6 No Obligation and Right of Rejection

The inquiry made through this RFP implies no obligation on the part of the City of La Vista. This RFP does not constitute an offer or a contract with any proposed Vendor or other party.

The City reserves the right to reject any or all Proposals, in whole or in part, or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors 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.

The City reserves the right to reject any Proposal determined to be nonresponsive. The City reserves the right to negotiate with any or all Proposers with respect to any or all terms of a Proposal or Contract, including but not limited to the fees. 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.

If a Proposal is selected by the City for negotiation of a Contract, it is anticipated that any final Contract will be in substantial compliance with this RFP, however Vendors are advised that any final Contract may deviate from the RFP as the parties may agree during the course of negotiations.

1.7 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 in the City's discretion. The City has performed extensive planning work and has planned to meet the dates described below. Vendors 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 will also be adjusted by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Table 01: RFP Schedule of Events

Event	Estimated Date
Request for Proposals Published	September 4, 2015
Pre-Proposal Vendor Conference	September 22, 2015, 11:00 am Central Time
Deadline for Questions From Vendors	September 25, 2015, 4:00 pm Central Time
Final Addendum for Questions Published	September 29, 2015
Deadline for Proposal Submissions	October 6, 2015, 10:00 am Central time
Short List Vendors notified	Week of October 27, 2015
Vendor Demonstrations	Week of November 30, 2015 and December 7, 2015
Preferred Vendor Notified	January 2016
Begin Contract Negotiations	January 2016

1.8 Pre-Qualification of Vendors

The City has not employed a pre-qualification process. No Vendors are either pre-qualified or precluded from responding to this RFP.

1.9 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's Evaluation Committee, Mayor and City Council. 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.

1.10 Partnerships

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. Vendors 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 Vendor. It is expected that any item in the Proposal response guidelines that relates to an individual Vendor's capabilities shall be responded to for each Vendor in the partnership relationship.

Proposers who elect not to partner, or not to partner to provide functionality for all functional areas shall clearly describe the functionality proposed.

1.11 Incurred Expenses

There is no express or implied obligation for the City of La Vista to reimburse responding firms for any costs or expenses incurred in preparing Proposals in response to this Request for Proposal and City of La Vista will not reimburse responding firms for these costs or expenses, nor will 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.

1.12 Questions and Inquiries

It shall be the responsibility of the Proposer to inquire about any portion of the RFP that is not fully understood or that is susceptible to more than one interpretation. Written inquiries are required. All questions concerning the RFP must reference the page number, section heading, and paragraph, if applicable. Questions may be submitted via email and Proposers shall insert "City of La Vista Financial Information Software System RFP Question" in the subject line. Oral communications will not be accepted. The following table provides the primary contact information.

Table 02: Point of Contact

Point of Contact
Jon Grace jgrace@berrydunn.com

Questions and inquiries related to this RFP, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to the Point of Contact using the contact information in Table 02 above.

In accordance with the RFP Schedule of Events in Section 1.7, all questions must be received in writing no later than September 25, 2015 at 4:00 pm Central Time. Questions and answers will be issued in accordance with Section 1.15, Amendments and Addenda. Only questions and answers publicly published through Addenda shall be binding. All Amendments and Addenda will be posted to the City website.

Proposers shall not contact other City staff 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.

1.13 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any Proposer who submits a Proposal. Proposers must be available for a system demonstration to City staff on dates specified in Table 01 or as otherwise requested by the City if selected for system demonstrations. Failure of a Vendor to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Vendor's Proposal.

1.14 Pre-Proposal Vendor Conference

A Pre-Proposal Vendor Conference will be held on September 22, 2015, 11:00 am Central Time. The Pre-Proposal Vendor Conference will be hosted via teleconference.

Vendors that are interested in participating in the Pre-Proposal Vendor Conference shall contact the City in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information. Due to conference bridge restrictions, Vendors are limited to two (2) conference participants per company.

The format of the Pre-Proposal Vendor Conference 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 Conference, the City may post on its website an addendum with material questions asked and their respective answers.

Participation in the Pre-Proposal Vendor Conference is not mandatory.

1.15 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum, which will be publicly published to the City's website. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on September 29, 2015.

Only questions and answers documented in an addendum shall be considered as part of the RFP.

Each addendum issued will contain an acknowledgement form which shall be signed and returned with Proposers' responses.

The City reserves the right to revise the RFP prior to the deadline for Proposal submissions on October 6, 2015. Revisions shall be documented in an addendum and publicly published to the City website.

1.16 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 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 Vendors or their representatives to verify the information herein and to determine the full extent of that exposure.

2.0 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired Financial Information Software System.

Table 03: Functional Areas

No.	Functional Area
1	General Ledger, Financial Reporting, and Treasury Management
2	Budgeting
3	Purchasing
4	Accounts Payable
5	Accounts Receivable and Cash Receipts
6	Fixed Assets
7	Work Orders
8	Project Management
9	Grant Management
10	Human Resources
11	Time Entry and Payroll
12	Planning
13	Permitting and Inspections

The List of Functional and Technical Requirements/Capabilities contained in Attachment B contains the detailed functionality the City requires within each functional area in a future system(s).

The City has identified an anticipated go-live date for phase 1 to include Core Financials (General Ledger, Financial Reporting, Treasury Management, Budgeting, Purchasing, and Accounts Payable) no later than October 1, 2016. The anticipated go-live date for Phase 2 will include the Human Resources and Payroll modules will be January 1, 2017. The anticipated go-live date for all remaining modules desired by the City is July 1, 2017. Vendors are encouraged to indicate the ability to meet these anticipated go-live dates. If Vendors are not able to meet these anticipated go-live dates, Vendors should discuss suggested implementation timelines.

2.2 City and Project Staffing

The City intends to have both functional and technical resources available during Project implementation. Additional resource planning will be done based upon the selected Vendor.

2.3 Number of Users

The following user counts by module contained in Table 04 are estimates and are provided for planning purposes only.

Table 04: Number of Users

No.	Functional Area	Total Users	Concurrent Users
1	General Ledger, Financial Reporting, and Treasury Management	38	15

No.	Functional Area	Total Users	Concurrent Users
2	Budgeting	88	88
3	Purchasing	80	80
4	Accounts Payable	40	30
5	Accounts Receivable and Cash Receipts	20	15
6	Fixed Assets	40	10
7	Work Orders	60	60
8	Project Management	46	30
9	Grant Management	30	15
10	Human Resources	34	34
11	Time Entry and Payroll	203/15	203/15
12	Planning	8	8
13	Permitting and Inspections	8	8

The estimated number of total users is not the sum of total and concurrent users by module as it is anticipated multiple users will utilize several functional areas.

2.4 Current City Applications Environment

The City currently uses the Summit Data-Tech system, which has 20 active licenses and was originally purchased in 1997. The City also uses a number of other purchased applications, spreadsheets, databases, and manual processes to perform other functions in the City.

The City currently uses the following modules within the Summit Data-Tech system:

Table 05: Licensed Summit Modules

No.	Module
1	Accounts Payable
2	General Ledger
3	Bank Reconciliation
4	Payroll
5	Payroll Electronic Bank Transmissions
6	Receipts Management
7	Fixed Assets
8	Purchase Orders

The City currently uses the LandPort system to manage the work order process. The system has been in use by the City since 2011.

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

Table 06: Functional Area Statistics

No.	Functional Area/Metric	Statistic
1	General Ledger, Financial Reporting, and Treasury Management	
	Number of journal entries prepared annually	6,275
	Number of account reconciliation prepared annually	378

No.	Functional Area/Metric	Statistic
2	Budgeting	
	Number of financial reports/projections prepared annually	10
	Number of positions budgeted	203
	Number of budget amendments/transfers prepared annually	0
	Number of departmental budgets prepared annually	33
	Number of capital budgets prepared annually	10
3	Purchasing	
	Annual POs issued	21,621
	Annual Field Purchase Orders issued	102
4	Accounts Payable	
	Number of AP transactions annually	46,700
5	Accounts Receivable and Cash Receipts	
	Number of invoices/statements generated annually	120
	Number of cash receipt batches posted annually	17,264
	Number of manual cash receipts posted annually	
6	Fixed Assets	
	Number of fixed assets	939
7	Work Orders	
	Number of work orders per year	2,500
8	Project Management	
	Number of active projects	50
9	Grant Management	
	Number of active grants	34
10	Human Resources	
	Number of employees	203
	Number of applicants annually	100
11	Time Entry and Payroll	
	Number of W2's per year	250
12	Planning	
	Number of planning cases per year	27
113	Permitting and Inspections	
	Number of permits processed per year	1000
	Number of inspections performed per year	2100

2.5 Implementation Project Plan

As part of the Project Scope, the Contractor(s) must develop and provide the City with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

Section #1 - Project Objectives: This section of the Implementation Project Plan should include overall Project objectives.

Section #2 - Project Deliverables and Milestones: This section of the Implementation Project Plan should include a list of deliverables and milestones of the Project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the City.

Section #3 - Project Schedule (Project Management Software): This section of the Implementation Project Plan should identify the dates associated with deliverables and milestones described in Section #2 of the Project Plan. In addition, this section should reflect Project predecessors, successors and dependencies. The City requires the use of Project management software (such as Microsoft Project) to develop and maintain the Project schedule, Resource Plan, and Gantt chart.

Section #4 - Project Management Processes:

- a. **Resource Management:** This section of the Implementation Project Plan should describe City resources, Contractor resources, and the overall Project team structure, including an organizational chart. Roles identified for the Contractor, its subcontractors, and the City should also include a detailed description of the responsibilities related to the identified role as well as the communication process for each party.
- b. **Scope Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use in order to manage Project Scope and the process used to request changes to Project Scope. It is the City's desire to use the proposed enterprise software system(s) "as is" and, as such, any changes must be reviewed and approved by the City's Implementation Project Team.
- c. **Schedule Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use in order to manage the Project schedule and the process used to submit requested changes to the schedule. The Contractor must ensure that the Project schedule is kept current and report any missed milestones to the City.
- d. **Risk Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use to document existing Project risks, provide recommendations for mitigating the risk, and how this will be communicated to the City Implementation Team.

Section #5 - Data Conversion Approach: As part of the Implementation Project Plan, the Contractor will describe the detailed data conversion approach for how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by City or Proposer) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The Proposer is expected to lead the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and that the Proposer shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). Proposers should plan to have converted data ready for the User Acceptance Testing phase of the Project.

Section #6 – Training: As part of the Project Scope, the Contractor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

- a. The role and responsibility of the software and/or any sub-contractors in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to City end users).
- b. The role and responsibility of the City staff in the design and implementation of the training plan.
- c. Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core Project team, end users, and technology personnel.
- d. Proposed training schedule for City personnel of various user and interaction levels.

- e. Descriptions of classes/courses proposed in the training plan. (The Vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The Vendor must be very clear about exactly what training courses are included in the cost of the Proposal and what training materials will be provided.
- f. The knowledge transfer strategy proposed by the software and/or implementation Vendor to prepare City staff to maintain the system after it is placed into production.
- g. Detailed description of system documentation and resources that will be included as part of the implementation by the Vendor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, and others as available.

It is the City's intention that the Contractor will coordinate the training of City personnel in the use of its application and that satisfactory implementation of an approved training plan will be a key component of this Project's deliverables.

Documentation, including training manuals and agendas, will be provided by the Proposer before each training session with City staff.

Section #7 - Bi-Weekly Status Reports: This section of the Implementation Project Plan should describe the approach the Contractor will use to provide bi-weekly status reports throughout the course of the Project. This section should include an example of the bi-weekly status report and identify the expected delivery mechanism that will be used to provide the report to the City.

Proposers shall provide a preliminary Implementation Project Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.6 Vendor Project Team Resource Management

Proposers shall provide a sample Resource Plan for the Proposed Vendor Project Team as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.7 City Project Team Resource Management

Proposers shall provide a sample Resource Plan for the individuals who will comprise the City Implementation Project Team as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.8 Change Management Plan

As stated in the Project Objectives above (Section 1.3), the City wishes to maximize its use of the new Financial Information Software System capabilities and anticipates that this goal may require business process changes that could have a significant impact on City operations and personnel.

As part of the Project Scope, the Contractor(s) must develop and provide a detailed Change Management Plan. This plan should include a list of the business processes the Contractor(s) recommends changing and a detailed description and flowchart outlining the changes, the anticipated benefits to the City of these changes, and how the Vendor proposes to manage this change process.

2.9 System Interface Plan

As part of the Project Scope, the selected Vendor will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment B, Functional and Technical Requirements.

2.10 Testing and Quality Plan

As part of the Project Scope, the selected Vendor will develop and provide a Testing and Quality Assurance Plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the City's expectation that the Testing and Quality Assurance Plan govern all phases of

the Project and that the Vendor will also provide assistance during each testing phase involving City users. The Vendor will develop the initial User Acceptance Testing (UAT) plan, provide templates and guidance for developing test scripts, and will provide onsite support during UAT. The Vendor will also provide a plan for stress testing of the system that will occur during or after UAT.

2.11 Pre- and Post-Implementation Level of Support

As part of the Project Scope, the selected Vendor will develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after go-live. Vendors should describe what level of support is available under the proposed fee structure. If varying levels of support are available, this section of the Vendor's response should clarify these potential support services and highlight the level of support that has been proposed.

2.12 System Documentation

As part of the Project Scope, the selected Vendor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected Vendor shall provide documentation in web-based and PDF forms for each application module.

2.13 Risk Register

As part of the Project Scope, the Contractor(s) will develop and maintain a documented Risk Register. Such Risk Register will be maintained in a centrally accessible location (i.e., Project portal) and be regularly updated. For each risk identified, the Contractor shall be responsible to develop an impact summary and a mitigation strategy in a timely fashion.

3.0 Proposal Evaluation and Award

3.1 Evaluation Process

The City's 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 3.2 will be the basis for evaluation.

The Evaluation Committee will determine the Vendors best suited to meet the needs of the City based on the scoring of the evaluation criteria. These Vendors will form the Vendor Short List.

The City, at its sole discretion, reserves the right to have system demonstrations with those Proposers on the Vendor Short List, or any other Vendor. Demonstrations will be conducted at City offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration.

A Pre-Demonstration Vendor Teleconference will take place for those Vendors that have been short-listed. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and Vendors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference.

Demonstrations will be assigned a portion of the overall technical capability score. The City may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration as well as a breakout room for questions and answers.

Vendors who are invited to participate in Demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality must not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Vendor.

The City may request additional information or clarification of Proposals and hereby reserves the right to select the particular response to this RFP that it believes is the most responsive Proposal as determined by the City's Evaluation Committee which will best serve the City's business and operational requirements, considering the evaluation criteria set forth below.

The City reserves the right 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) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Vendor; and/or (ix) award the contract without written or oral discussions with any Proposers.

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. Proposals in response to this RFP will be prepared at the sole cost and expense of the Proposer.

Neither the Proposer nor any subcontractor of Proposer shall discriminate against any employee or applicant for employment, to be employed in the performance of a contract resulting from this RFP, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance.

The City is exempt from the payment of federal excise taxes and Nebraska sales and use taxes and all such taxes shall be excluded from Proposals. Tax exemption certificates will be provided upon request.

3.2 Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each Proposal will be evaluated, measured, and ranked. The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations of the most responsive Proposals using the evaluation criteria as determined is the discretion of the Evaluation Committee.

Table 07: Evaluation Criteria

Criteria	Description	Maximum Score
Functional	This criterion considers the ability of the proposed software to meet the City's functionality needs. This includes the ability to meet the Functional and Technical Requirement for the functional areas that are proposed and the ability for the proposed software to integrate with the City's system environment.	25
Technical	This criterion considers the ability of the proposed software to align with the City's preferred technical specifications and interface requirements. This criterion will also consider the level of integration among proposed system modules.	20
Approach	This criterion considers the Proposer's understanding of the scope of work and the quality and clarity of the Proposer's written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Proposer's approach to training and support.	20
Experience	This criterion considers the Proposer's experience in providing the Services solicited by this RFP as set forth in the Proposer's response.	20
Cost	This criterion considers the price of the Services solicited by this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other Proposers.	15

Final scoring for these criteria may be adjusted by the City's Evaluation Committee for Short Listed Vendors based on the results of the demonstrations, reference calls, site visits, or supplemental information requests.

The City intends to review Price Proposals prior to the demonstrations to ensure the Short-List Vendors are within the City's budget planning.

3.3 Best and Final Offer/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 publishing of the Vendor Short List 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.

3.4 Notice of Intent Award

After the completion of contract negotiations, the City may issue a written Notice of Intent to Award and send copies to all Proposers. The scores and placement of other Proposers will not be part of the Notice of Intent to Award.

Successful Proposers named in the Notice of Intent to Award are advised not to begin work or enter into subcontracts relating to the Project until both the successful Proposer and the City sign the contract.

3.5 Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of any one or more contracts to be executed, including but not limited to the fees. In the event the City and a Vendor are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another Vendor, or to reject all Proposals.

3.6 Contracting Ethics

1. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or Council person, or by City Policy, for any City employee or Council person to solicit, demand, accept, or agree to accept from another person, entity or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
2. The Vendor shall not assign any interest in any contract entered into with the City and shall not transfer any interest in any contract with the City without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
3. The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of the City.

4.0 Submittal Response Format

4.1 General Instructions

It will be the sole responsibility of the Proposer to submit its Proposal to the City before the closing deadline. Late Proposals will not be considered and will be returned unopened to the Proposer.

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a Project of lesser or greater expense than described in this RFP or the respondent's reply based on the component prices 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. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

The following instructions must be followed by Proposers submitting Proposals:

1. The deadline for Proposal submissions is established in Section 1.7, RFP Introduction and Background. The Proposal deadline is October 6, 2015 at 10:00 a.m. Central Time. Proposals received at the City after this deadline will not be accepted and will be returned to Proposer.
2. Proposers shall submit ten (10) hard copies of the Technical Proposal and ten (10) hard copies of the Price Proposal under separate covers to the City at the address contained in Table 08. One (1) hard copy of the Technical Proposal and one (1) hard copy of the Price Proposal should be clearly marked as the "Original," and the remaining copies should be clearly marked "Copy".
3. Technical Proposals should be provided in three-ring binders with tab separators. Technical Proposals shall not include extraneous marketing materials.
4. Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic versions of the Cost Proposal on separate CDs to the City along with hard copy Proposals. All Worksheet Attachments provided as part of this RFP package shall be provided in MS Excel format. All Forms Attachments provided as part of this RFP package shall be provided in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format.
5. Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic version of the Price Proposal on separate CDs to BerryDunn at the address in Table 08. All Worksheet Attachments provided as part of this RFP package shall be provided in MS Excel format. All Forms Attachments provided as part of this RFP package shall be provided in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format. Determination of meeting the submission deadline is independent of BerryDunn receiving the electronic version.
6. Mailed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number.
7. The mailing address for Proposals is contained in the following table.

Table 08: Proposal Mailing Addresses

City Mailing Address	Consultant Mailing Address
Pamela Bueth City Clerk City of La Vista 8116 Park View Boulevard La Vista, Nebraska 68128	Jon Grace BerryDunn 100 Middle Street, 4 th Floor Portland, ME 04104

8. The following table contains the organization guidelines for Proposal responses.

Table 09: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.
Tab 1	Transmittal Letter and Executive Summary	4.2
Tab 2	Project Approach and Software Solution	4.3
Tab 3	System and Application Architecture	4.4
Tab 4	Implementation Methodology	4.5
Tab 5	Company Background and History	4.6
Tab 6	Key Proposed Personnel and Team Organization	4.7
Tab 7	Project Roles and Responsibilities	4.8
Tab 8	Project Schedule	4.9
Tab 9	Functional and Technical Requirements Response	4.10
Tab 10	Data Conversion Plan	4.11
Tab 11	Software Hosting	4.12
Tab 12	Testing and Quality Assurance Plan	4.13
Tab 13	Deliverables Dictionary	4.14
Tab 14	Sub-Contracting	4.15
Tab 15	References	4.16
Tab 16	Site Visit References	4.17
Tab 17	Response to Narrative Questions	4.18
Tab 18	Exceptions to Terms and Conditions	4.19
Tab 19	Attachments: Required Forms	4.20
Separate Cover	Price Proposal	4.21

4.2 Transmittal Letter and Executive Summary

The first tab of the Proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the Proposer such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the Proposer's primary contact information, including the following:

1. Name of the Proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the Proposer's letterhead.

A signature on the Transmittal Letter hereby provides the City with the Proposer's acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Proposer shall be

deemed to have accepted all specifications, terms, and general conditions and requirements set forth in this RFP unless otherwise clearly noted and explained in the Proposer's Proposal in response to this RFP.

The Executive Summary should provide a brief summary of the Proposal contents, emphasizing any unique aspects or strengths of the Proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

Tab 1 should not exceed four pages.

4.3 Project Approach and Software Solution

The second tab of the Proposal should include a description of the proposed approach for providing the Services described in Section 2.0, Project Scope. This section must also include a summary description of the capabilities for each functional area of the Functional and Technical Requirements contained in Attachment B in narrative format. The purpose of this summary is so that the City has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements in Attachment B.

Proposers should clearly identify any modules or functionality that is being proposed as complementary or that is otherwise optional. Likewise, Proposers should clearly indicate which proposed modules will satisfy the requirements associated with the functional areas identified in Table 03. Proposed modules that are required to satisfy the requirements associated with the functional areas identified in Table 03 cannot be proposed as complementary or optional.

Marketing materials should not be submitted on the proposed functionality.

4.4 System and Application Architecture

The third tab of the Proposal shall include a description of the proposed system and application architecture.

The Bidder shall include responses to the following questions, in addition to any other information that may be relevant and useful to the City.

- a. Describe the design philosophy of your application. Include in your response the degree to which there is a common design philosophy across all modules, common programming languages and tools, and the extent of shared software code across all applications (e.g., the code to generate an address label should be the same code for that function in all components of the application).
- b. What is the source language(s) of the product?
- c. List all hardware/operating system/database platforms upon which the product is supported. Provide specifications in terms of processors, processor speed, memory requirements, and other sizing and capacity factors to assist the City in budgeting for and acquiring hardware. Indicate whether each configuration is in production at a municipality close in size to the City. List which industry standard benchmarks or guidelines measures are used to establish this recommendation.
- d. Describe what virtual server environments the proposed solution can be used on.
- e. List all desktop operating systems that are simultaneously supported on a single installation/version of the application. Indicate hardware/operating system platform if that is a consideration for support.
- f. Describe how often major and minor software updates are provided, as well as the level of County resources required for a major update, and the level of resources required for a minor update.

4.5 Implementation Methodology

The fourth tab of the Proposal should include a comprehensive description of the proposed implementation methodology for the Project. The description should include how the Proposer has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section 2.0, Project Scope.

Proposers should also include a sample Project Plan as part of the fourth tab.

Proposers shall describe any assumptions made in Proposals in detail. These should include any assumptions related to the current City technical environment, staffing, project management approach, and City resources available during implementation and support phases.

4.6 Company Background and History

The fifth tab of the Proposal should include a comprehensive narrative history of the Proposing company or firm, including the development of its experience in providing Services similar to those described in Section 2.0, Project Scope. The following points should be addressed in the third tab of the Proposal.

1. Total number of employees
2. Office locations
3. Total number of active clients
4. Total number of active government clients
5. Total number of active City/municipal government clients
6. Total years offering government financial information and/or community development systems
7. Largest active government installation including population
8. Smallest active government installation including population, and
9. Other products offered by company

If a partnership with third-party companies is a part of a Proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a Proposal, prime or third-party.

4.7 Key Proposed Personnel and Team Organization

The sixth tab of the Proposal should include the resumes of the proposed Project personnel as well as the structure of the proposed Selected Vendor Project Team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this Project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the Project
3. Description of Project roles and responsibilities
4. Home office location
5. Listing of past projects where resource implemented the proposed product
6. Listing of past projects where resource implemented other software products
7. Educational background
8. Professional registrations and memberships
9. Professional references, and
10. Additional relevant information

The City is interested in personnel that hold certifications from the Project Management Institute. Resumes should include any PMP or CAPM certifications held.

The City reserves the right to require that background checks be conducted on any and all individuals conducting work as either employees or independent contractors of the Vendor, or who are otherwise providing services on the Vendor's behalf in connection with the Project including, without limitation, employees and independent contractors of any third-party companies or firms included in a Vendor's Proposal.

4.8 Project Roles and Responsibilities

The seventh tab of the Proposal should include the proposed resource levels for the City Implementation Project Team and Selected Vendor Project Teams. The tab shall include the completed Resource Hours Worksheet contained in Attachment D.

Proposers shall provide resource hour estimates by system module for each of the Project activities contained in the two worksheets. A worksheet is provided for the City Implementation Project Team and a second worksheet is provided for the Selected Vendor Project Team. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope.

4.9 Project Schedule

The City has determined that implementation will take a phased approach (as opposed to a "big-bang" cutover). As part of the eighth tab of the proposal, vendors shall include a proposed project schedule, including their recommended phased implementation plan.

The proposed project schedule should include major milestones, activities, and timing of deliverables. The project schedule shall be in a Gantt chart format developed in Microsoft Project.

4.10 Functional and Technical Requirements Response

The ninth tab of the Proposal should include the proposed capability to provide the City's requirements as defined in Attachment B, Functional and Technical Requirements. This tab shall include the completed requirements worksheet in Attachment B.

When providing responses to the requirements in Attachment B, Proposers shall use the response indicators contained in the following table.

Table 10: Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
F	Feature/Function will be available in a future software release available to the City by July 1, 2016 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment C – Cost Worksheet.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.
N	Feature/Function cannot be provided.

If a response indicator of "F" is provided for a requirement that will be met in a future software release, the Proposer shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of "C" is provided for a requirement that will be met through a custom modification, the Proposer shall indicate the cost of such a modification. If a response indicator of "T" is provided for a requirement that will be met by integration with a third-party system, the Proposer shall identify this third-party system and include a cost proposal to secure this system.

4.11 Data Conversion Plan

The tenth tab of the Proposal should include the proposed Data Conversion Plan that will ensure the City's desired data is transferred to the new system. The Plan shall include estimated work levels as well as roles and responsibilities related to data conversion, for both the City and the Selected Vendor, organized by module.

4.12 Software Hosting

The eleventh tab of the Proposal shall include a full description of the Proposer's technical and operational capabilities for software hosting.

The Proposer shall include the following information in addition to this description:

1. Where are the data center and storage facilities?
2. Total number of active clients currently served by hosted solutions provided by your company.
3. How many years has your company provided hosted solutions?
4. How are hosted software applications deployed for use by numerous customers?
5. What availability and response time do you guarantee?
6. How many instances of unplanned outages have any of your customers experienced within the past five (5) years? What has been the duration and scope of such unplanned outages?
7. What is your process for notification of standard maintenance and down-time?
8. What data security and system redundancy capabilities are available at Proposer's data center and storage facilities?

The Proposer shall provide relevant documentation related to any recent certifications related to their hosting technical and operation capabilities.

4.13 Testing and Quality Assurance Plan

The twelfth tab of the Proposal should include the proposed Testing and Quality Assurance Plan. This Plan should be based on the Proposer's standard approach for achieving quality assurance.

4.14 Deliverables Dictionary

The thirteenth tab of the Proposal should include a listing of the key Project deliverables that includes a brief explanation of the deliverables, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the proposed Project Plan provided in Tab 4. The Deliverables Dictionary should include all items described in Section 2.0, Project Scope, as well as the Vendor's typically provided deliverables.

As part of the thirteenth tab, Proposals should also identify the ownership of each Project deliverable. Ownership should be identified using the roles described in the following table. The resource hours provided as part of Tab 7 should be appropriate based on the roles identified for each Project deliverable.

Table 11: Deliverables Ownership Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.
Assist	The party provides active assistance in development of the deliverable.
Participate	The party provides passive assistance in the development of the deliverable.

Role	Summary
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

A sample format of how the ownership of Project deliverables should be included in the Proposer's Proposal is included in Attachment E, Responsibility of Deliverables.

4.15 Sub-Contracting

The fourteenth tab of the Proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these sub-contracted services the following should be provided:

1. Summary of service
2. Reasons for sub-contracting
3. Proposed sub-contractor
4. Detailed sub-contractor responsibilities
5. Sub-contractor name
6. Sub-contractor location
7. Sub-contractor experience
8. Previous use of sub-contractor and
9. Any additional relevant information

4.16 References

The fifteenth tab of the Proposal should identify the Proposer's references for the Project. Proposers shall provide at least five (5) City/municipal government clients with whom the Proposer has worked during the past three (3) years that are of similar size and complexity to the City. References shall be from City/municipal governments that have been live with the current software version for a minimum of two (2) years.

In the event the Proposer cannot provide the required five references, Proposer may substitute other organizations to ensure five (5) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

Proposers shall complete a Respondent's Reference Form for each of the references as contained in Attachment A.

If possible, the City prefers references that utilized the same Project manager as will be recommended for this Project. This section of the RFP response should also include an affirmative statement that the Proposer grants its consent for the City to contact the Proposer's references for purposes of evaluating the Proposer for this Project and acknowledges that any information obtained from the Proposer's references will not be disclosed to the Proposer.

This tab should also include the name and contact information of three (3) former clients that have elected to leave the Proposer. The Proposer should describe why the client left, and what steps the Proposer has taken to correct the issues that resulted in the client's departure. This section of the RFP response should also include an affirmative statement that the Proposer grants its consent for the City to contact the former clients which Proposer has listed for purposes of evaluating the Proposer for this Project and acknowledges that any information obtained from the Proposer's former clients will not be disclosed to the Proposer.

4.17 Site Visit References

The sixteenth tab of the Proposal should include the contact information for three (3) similarly-sized City/municipal governments with which the City may conduct site visits.

4.18 Response to Narrative Questions

The seventeenth tab of the Proposal should include the Proposer's response to the following narrative questions. The total tab length shall not exceed ten pages. Responses to narrative questions will be evaluated within the appropriate evaluation criteria.

1. Based on information provided in this RFP and experience in working with other localities, what is the Proposer's perspective on the most significant risks to this Project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the Project?
3. Provide a clear description of Project management responsibilities between the City and the Selected Vendor.
4. The City intends to abide by an aggressive implementation timeline, with go-live for phase 1 modules by October 1, 2016. What is the earliest you can begin implementation after contract signing, and how does your firm intend to meet this timeline?
5. Please describe your organization's recommended approach toward retention of legacy data. Please describe what options are available / supported within your proposed solution. Also, please provide any relevant references of organizations that have successfully addressed legacy data with your solution.
6. What other system modules or products would the Proposer recommend to be complementary to the Project Scope as described in Section 2.0?
7. Are software updates and installation thereof during the term of the contract included in the Proposal?
8. What hardware or equipment upgrades are required or recommended under your Proposal?
9. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
10. What is the name and current release number of the product being proposed?
11. When will the next release be available?
12. How long does the typical implementation of the product being proposed take for an organization of similar size to the City?
13. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
14. What other applications will the product being proposed integrate with or have integrated with in the past?
15. What sets your firm's product being proposed apart from your firm's competitors?

4.19 Exceptions to Terms and Conditions

The eighteenth tab of the Proposal should include any exception the Proposer takes to the terms and conditions set forth in this RFP. Proposer should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The Proposer will describe exceptions to the RFP and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The City reserves the right to disallow exceptions it finds are not in the best interests of the City. Any and all exceptions to the requirements of this RFP must be identified and fully explained in the submitted Proposal.

It is the City's intention to be made aware of, and accept, reject or modify, any exceptions to terms or conditions prior to contract negotiations.

4.20 Attachments: Required Forms

The nineteenth tab of the Proposal should include the following Forms and Attachments:

- a. Attachment A – Respondent's Reference Form
- b. Attachment E - Responsibility of Deliverables Form
- c. Attachment F – Receipt of Addenda Form
- d. Attachment G – Statement of Non-Collusion Form

4.21 Price Proposal

The Proposer's Price Proposal should be provided under separate cover from all tabs of the Proposer's Technical Proposal. The Price Proposal shall consist of two sections:

1. The completed Cost Worksheets as contained in Attachment C. Proposers shall not modify the worksheets in any way.
2. The Proposer's standard travel and expense policy.
3. The Proposer shall provide a brief statement of agreement with the Payment and Retainage terms identified in Section 5.6 of this RFP. If a Proposer does not agree with all items, a description should be provided of those items for which exception is taken.

5.0 Contract Terms and Conditions

5.1 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 such other terms and conditions as the City deems necessary and appropriate. 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 contract resulting from this RFP shall be a not-to-exceed based contract. The initial contract price will be based on prices submitted by the Selected Vendor, 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.

5.2 Contract Term

The contract shall be effective upon the date the contract is signed by both the City and the Vendor and shall expire upon completion of the Services covered by the contract. The contract may be terminated by the City upon thirty (30) days written notice of such termination. In the event of the City's termination of the contract, there shall be no further obligation on the part of the City to the Vendor save and except for payment of sums due and owing for expenses and work incurred by the Vendor prior to the date of termination. In the event of such a termination, Vendor shall agree to cooperate in connection with any necessary transition services and shall be reimbursed for such transition services at Vendor's standard rates.

5.3 Contract Changes

Written requests for price changes in term contracts after the firm price period must be submitted in writing to the City at least one-hundred eighty (180) days prior to the commencement of any extension period. Any proposed price increase will be based on the Vendor's actual cost increase only, as shown in written documentation provided to the City. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. In connection with any Vendor request for price increases in term contracts after the firm price period, at the option of the City, (1) the request may be granted; (2) the contract may be cancelled and solicitation may be re-advertised; or (3) the contract may be continued without change.

The City will accept or reject all such written requests within ninety (90) days of the date of receipt of Vendor'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 to the contract specifying the date the increase will be effective. The Vendor will be required to send notice to all users of the contract. 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 Vendor 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.

5.4 Contract Approval

Proposers understand that this RFP does not constitute an offer or a contract with the Proposer. This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence only following the Mayor's and the City Council's approval of a contract and the parties' execution of the contract. Upon written notice to the Vendor, the City may set a different starting date for the contract. The City will not be responsible

for any work done or expense incurred by the Vendor or any subcontractor, even such work was done or such expense was incurred in good faith, if it occurs prior to the contract start date set by the City.

5.5 Contract Dispute

In the event of contract dispute, dispute proceedings will be held in the State of Nebraska. Mediation, subject to written agreement of the parties, will be a mandatory first step in the event of a dispute, prior to any legal action as set forth in the contract.

5.6 Payment and Retainages

The City understands that there will be potentially three types of costs that are associated with procuring a new system: software licensing, implementation services and annual maintenance costs. In the following sub-sections, each type of cost is defined and the City's expectations for payments and retainage associated with these costs are described.

1. Software Licensing Cost

Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the Proposer shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), are included for each price, including without limitation any updates that may be required.
- Indicate whether a product is for "server" or "client," as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).

To the extent possible, the Proposer shall show any applicable discounts separately from the prices for products and Services. The City requests that the Proposer provide separate prices for each functional area/module in the proposed solution.

The City expects a milestone-based payment schedule for software licensing. Potential milestones including Project Kickoff, Initial System Implementation, System Configuration, Approval of Go-Live, and Acceptance of System.

Vendors shall describe their typical milestone-based payment schedule for software licensing as part of their Price Proposal.

2. Implementation Services Cost

Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as "not to exceed" estimates and the City will be charged for Services as incurred.

The City will pay eighty-five percent (85%) of the implementation service costs on a monthly basis as incurred on the Project, subject to the City's receipt and approval of documentation and verification that suitable progress on the implementation services is being made to City's reasonable satisfaction. Fifteen percent (15%) of the implementation service costs will be retained (as a "hold-back") until successful completion of the associated Project phase. The fifteen percent (15%) hold-back will be paid to the Vendor upon City's written acceptance of the system (see above for associated test criteria) and sign-off at phase completion.

Costs for the proposed solution should be submitted on the Cost Worksheet (Attachment C). It is important to note the following:

- The City will not consider time and materials pricing. Proposers shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other;
- The Proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge;"
- In the event the product or service is not being included in the Proposal, the item should be noted as "No Bid;" and,
- Proposer shall make clear the basis of calculation for all fees and costs.

All travel expenses and related out-of-pocket costs must be included in the Proposer's fixed price cost. The City will not make a separate payment for reimbursable expenses. The City shall not be liable for additional travel costs or out-of-pocket costs incurred for any reason outside the City's control.

3. Annual Maintenance Cost

Annual maintenance costs include the annual maintenance and support fees for the application environment. For example, the annual maintenance fees associated with Accounts Payable will be paid upon City acceptance of the Project phase associated with the Accounts Payable module. The City will not pay maintenance fees on functional areas until City sign-off has been provided to approve go-live operation for a period of one (1) year after go-live. The City expects software maintenance costs will not increase in the first five (5) years upon go-live operation.

5.7 Taxes and Taxpayer Information

The awarded Vendor must provide a valid W-9 form within five (5) days of notification of award.

The City is exempt from paying local, state, or federal taxes.

5.8 Federal Requirements

The Vendor must comply with all known federal, State and local requirements that apply to the Proposal, the evaluation, and the contract.

5.9 Confidential Information

Any written, printed, graphic, or 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.

5.10 City Property

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

5.11 Warranty

A comprehensive warranty in form and content satisfactory to City is sought by the City for all software and implementation services covered by this RFP. It is assumed that Proposers have priced the software and

services to recognize these warranty provisions. The extent of and proposed terms of the warranty coverage will be evaluated by the City as an important part of the overall procurement process.

5.12 Source Code

Selected Vendors shall place source code for the software modules licensed by the City in escrow with an independent, mutually-acceptable third-party escrow service provider (with whom a separate escrow agreement will be entered into by City with all related costs paid by the Vendor). The source code shall be kept current with the releases / version of the software in live use at the City. The source code shall revert to the City for the City's use if the Vendor goes out of business, files for bankruptcy or protection from creditors in a court of law, or otherwise fails to satisfy its obligations relating to such software. The City shall then have full rights to use source code for any purposes other than resale.

Within thirty (30) calendar days of the Vendor going out of business or no longer supporting the software being licensed, the Vendor shall provide appropriate source code to the City. The same applies if the Vendor is merged or acquired and the software is no longer supported. Once the City obtains the source code, it shall be a perpetual license, and there shall not be any additional fees due, even if additional licenses are deployed.

5.13 Insurance Requirements

Proposer shall, at Proposer's expense, secure and maintain in effect throughout the duration of the contract, insurance of the following kinds and limits set forth in this Section 5.13. The Proposer shall furnish a certificate of insurance to the City before starting work or within ten (10) days after the notice of award of the contract, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Nebraska and having a rating of at least A-VII, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. The following provision shall also be stated on each applicable certificate of insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." Proposer shall require any of its subcontractors to secure and maintain insurance as set forth in this Section and indemnify, hold harmless and defend the City, its officers, employees, attorneys and volunteers as set forth in this RFP.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

A. Commercial General Liability:

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:
 - a. General Aggregate \$5,000,000.00
 - b. Each Occurrence \$1,000,000.00
 - c. Personal Injury \$1,000,000.00
- iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

B. Professional Liability:

- i. Per Claim/Aggregate \$5,000,000.00
- ii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer, and the Proposer's obligations under the indemnification provisions of the contract to the extent same are covered.

C. Workers' Compensation:

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Nebraska, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the Proposer shall require

each subcontractor similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under the contract are not protected under said worker's compensation insurance, the Proposer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

D. Comprehensive Automobile Liability:

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:
 - a. Combined Single Limit \$5,000,000.00

E. Umbrella:

- i. Limits:
 - a. Each Occurrence/Aggregate \$5,000,000.00

- F.** The City, its officers, employees and agents shall be named as an additional insured on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Proposer shall be responsible for the payment of all premiums and deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.

Proposer understands and agrees that, except as to Professional Liability, any insurance protection required by the contract or otherwise provided by the Proposer, shall in no way limit the Proposer's responsibility to indemnify, keep and save harmless, and defend the City, its officers, employees, agents as herein provided.

5.14 Conflict of Interest

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws may result in: i) the termination of the contract; ii) the forfeiture by Proposer of all benefits of the Contract; iii) the retainage by City of all Services performed by Proposer and iv) the recovery by City of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract.

5.15 Pending and Recent Litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three (3) years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the Proposal.

5.16 Proposer's Certification

By signature on the Proposal, the Proposer certifies that it complies with:

1. The laws of the State of Nebraska and is licensed or qualified to conduct business in the State of Nebraska;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. A condition that the Proposal submitted was independently arrived at, without collusion; and,
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any Proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the Proposal, terminate the contract, or consider the Proposer in default.

5.17 Offer Held Firm

Proposals must remain open and valid for at least 270 days from the deadline specified for submission of Proposals. In the event award is not made within 270 days, the City will send a written request to all Proposers deemed susceptible for award asking Proposers to hold their price firm for a longer specified period of time.

5.18 Amendment/Withdrawal of Proposals

Proposers may amend or withdraw Proposals prior to the deadline set for receipt of Proposals. No amendments will be accepted after the deadline unless they are in response to a request of the City. After the deadline, Proposers may make a written request to withdraw Proposals and provide evidence that a substantial mistake has been made. The City may permit withdrawal of the Proposal upon verifying that a substantial mistake has been made, and the City may retain the Proposer's bid bond or other bid type of bid security, if one was required.

5.19 Alternate Proposals

Proposers may not submit alternate Proposals for evaluation.

5.20 Sub Contractors

Subcontractors may be used to perform work under this contract. If the Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a Proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the City's request:

1. Complete name of the subcontractor
2. Complete address of the subcontractor
3. Type of work the subcontractor will be performing
4. Percentage of work the subcontractor will be providing
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered or qualified to do business in Nebraska and, if applicable, holds a valid State of Nebraska business license
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the Services required by the contract, that such subcontractor is able to satisfy the applicable insurance, confidentiality, conflict of interest, and other applicable requirements under the RFP, and that the subcontractor agrees to be bound by the contract.
7. A copy of the prime-contractor/subcontractor contract verifying the prime-contractor has the sole responsibility for any and all Services under this RFP and is financially liable, without exception, to the City for all Services contracted by the Proposer and the subcontractor under this RFP

The Proposer's failure to provide this information, within the time set, may cause the City to consider its Proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the City Administrator.

5.21 Right of Rejection

The City reserves the right to reject any Proposal, in whole or in part. Proposals received from debarred or suspended Vendors 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 as determined in the City's discretion.

The City reserves the right to reject any Proposal determined to be nonresponsive or any Proposal from a Vendor deemed to be non-responsible. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

5.22 Clarification of Proposals

In order to determine if a Proposal is reasonably susceptible for award, communications by the City or the Proposal Evaluation Committee are permitted with any Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the Proposal. The initial evaluation may be adjusted because of a clarification under this section.

5.23 Rights to Submitted Material

It shall be understood that all Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and Proposals or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the City is subject to making records available for disclosure.

5.24 Contract Negotiation

After final evaluation, the City may negotiate with the offerors of the highest-ranked Proposal. If any Proposer fails to negotiate in good faith, the City may terminate negotiations and negotiate with the offeror of the next highest-ranked Proposal or terminate negotiations with any or all Proposers.

If contract negotiations are commenced, they will be held at City of La Vista office locations at a date and time to be determined.

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.

5.25 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; or,
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.

5.26 Indemnity; Hold Harmless

The Proposer shall indemnify, defend and hold and save the City and all officers, agents, servants and employees of City harmless from and against any and all liabilities, claims, costs or expenses whatsoever arising out of or resulting from this Agreement or any act, omission or negligence of Proposer or any officers, agents, servants, employees or subcontractors of Proposer, including without limitation, any liabilities, claims, costs or expenses arising directly or indirectly, from any patented or otherwise protected invention, software, intellectual property, process, article or appliance implemented or used in the performance of the contract, including its use by the City.

5.27 Statutory Information

Any contract or agreement resulting from this RFP shall be construed in accordance with the laws of the State of Nebraska. Any litigation between the parties arising out of, or in connection with the contract shall be initiated and prosecuted in any federal or state court in Douglas or Sarpy County, Nebraska. Mediation, subject to

written approval of both parties, will be a mandatory first step in the event of a dispute, prior to any legal action as set forth in the contract.

All Project Vendors, participants, consultants, engineers and subcontractors must comply with all applicable federal, state and local laws pertaining to contracts entered into by governmental agencies, including, without limitation, non-discriminating employment. Contracts entered into on the basis of submitted Proposals are revocable if contrary to law.

5.28 Non-Discrimination Clause

During the performance of the contract, the Contractor and all subcontractors will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor and all subcontractors will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.29 ADA

The Contractor and all subcontractors agree to comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor and all subcontractors agree 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 and/or Section 504 caused by the Contractor and any subcontractor.

5.30 Laws

The Contractor and all subcontractors will comply with all applicable local, state, and Federal laws, ordinances and regulations in the performance of the contract. The contract will comply with and be governed by all laws of the State of Nebraska. Any violation shall constitute a material breach of the executed contract.

5.31 Fair Labor Standards

Pursuant to Neb. Rev. Stat. Section 73-102, by submitting a Proposal, Vendor hereby represents and certifies to the City of La Vista that Vendor is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and, if Vendor is awarded a contract fair labor standards will be maintained in the execution and performance of the contract.

5.32 Non-Collusion Statement

Proposers shall complete and sign the Non-Collusion Statement contained in Attachment G and include it with their Proposal.

5.33 Standards of Conduct

The City of La Vista conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our City.

5.34 Force Majeure

Neither Party shall be in default by reason of any failure in performance of the 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.

5.35 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.

5.36 Public Information

It shall be understood that all Proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and Proposals or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure pursuant to the Nebraska Revised Statutes, Chapter 84, Sections 84-712 through 84-712.05, and other applicable public record disclosure laws, and Proposers, including the Proposer ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to the City.

Forms

See MS Word document "*La Vista NE FIS RFP - Forms.docx*"

Attachment A – Reference Form

Attachment E - Ownership of Deliverables Form

Attachment F – Receipts of Addenda Form

Attachment G – Statement of Non-Collusion Form

Worksheets

See MS Excel spreadsheet "La Vista NE FIS RFP - Requirements Worksheet.xlsx"

Attachment B – Functional and Technical Requirements/Capabilities

Attachment C – Cost Worksheets

Attachment D – Resource Hours Worksheets