



## STAFF REPORT

DATE: August 1, 2017

**CONSENT**

**MOTION**

**TO:** City Council  
**FROM:** Brian A. Swanson – Finance Director  
**AGENDA ITEM:** Authorize RFP for Enterprise Resource Planning System (ERP)  
**REVIEWED BY:** Kristina Handt – City Administrator

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### **BACKGROUND:**

At the July 13, 2017 Finance Committee meeting, discussion occurred regarding budget expenditures for a new software package for finance and other city related business. Since the meeting, staff prepared a Request for Proposals for Enterprise Resource Planning (ERP) System.

At the July 27, 2017 Finance Committee meeting, authorization was provided to move approval for the Request for Proposals of the ERP system to be considered by the City Council.

### **QUESTIONS BEFORE THE CITY COUNCIL:**

- 1) Does the City Council have any questions regarding the attached Request for Proposal?
- 2) Is the City Council comfortable recommending this move forward for approval?

### **DISCUSSION:**

The City is planning to replace its current financial and information systems environment with an ERP system. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- Lack of functionality in current systems.
- Limited online self-service functionality and payment options.
- Limited reporting capabilities in current systems.
- Lack of integration among systems.
- Manual workflow processes.
- City accounts receivable information is tracked in MS Excel.
- Lack of budget forecasting capabilities.
- Limited access to the existing system.
- Need for more robust project tracking.
- Time entry and approval is manual.
- Current hardware is no longer supported.

In order to address these challenges and others, the City has initiated an enterprise-wide project to adequately plan for, select, and implement an ERP system, as well as the professional services activities to be a part of implementation.

The following table contains the list of functional areas of the desired ERP system.

### Functional Areas

No.	Functional Area
1	General Ledger and Financial Reporting
2	Budgeting
3	Accounts Payable
4	Accounts Receivable and Cash Receipts
5	Project Accounting
6	Capital Assets – (Optional)
7	Human Resources
8	Payroll
9	Special Assessments – (Optional)
10	Utility Billing – (Optional)

The City has identified an anticipated go-live date for core financials functionality of January 2, 2018. Below is the proposed schedule of dates, which is quite aggressive in order to meet the go-live date.

**Table 01: RFP Schedule of Events**

Event	Estimated Date
Request for Proposals Published	August 2, 2017
Deadline for Proposal Submissions	September 1, 2017
Short List Vendors notified	September 6, 2017
Vendor Demonstrations	September 13-14, 2017
Preferred Vendor Notified	September 21, 2017
Begin Contract Negotiations	October 4, 2017

### **FISCAL IMPACT:**

The City has put a tentative budget amount in of \$40,000 based on the upgrade costs for the existing software and very preliminary estimates of replacing the system with a new product. This cost will vary significantly based on the number of modules implemented, number of users, timeline and conversion of data.

### **RECOMMENDATION:**

- 1) Motion to recommend approval of the Request for Proposals for Software and Implementation Services for an Enterprise Resource Planning (ERP) System.

### **ATTACHMENTS:**

- 1) Request for Proposals for Software and Implementation Services for an Enterprise Resource Planning (ERP) System
- 2) City of Lake Elmo ERP Worksheets – 4 tabs in the workbook



## **City of Lake Elmo, Minnesota**

# **Request for Proposals: Software and Implementation Services for Enterprise Resource Planning (ERP) System**

Issue Date: August 2, 2017

**Response Due: September 1, 2017 at 4:00 pm Central Time**

### **Receipt Location:**

City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, Minnesota 55042

**WARNING:** There are two total files associated with this RFP package. Prospective proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and e-mailing address so that amendments to the RFP or other communications can be sent to them. A prospective proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

## Software and Implementation Services for Enterprise Resource Planning (ERP) System

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## **ADVERTISEMENT FOR PROPOSALS-ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM AND IMPLEMENTATION SERVICES**

The City of Lake Elmo, Minnesota seeks proposals from qualified vendors for an Enterprise Resource Planning (ERP) system as well as system implementation services. The scope of this request will include, but is not limited to an implementation project plan, implementation methodology, communication plan, project change management plan, software customization plan, system interface plan, data conversion plan, implementation testing plan, quality assurance plan, pre- and post-implementation support plan, and a training plan. The proposer shall also provide project management resources leading to the successful implementation of the system.

Criteria for selection is based on price, experience, level of fit of the proposed system based on the City's functional and technical requirements, and implementation approach. The selection process will be conducted in accordance with the Request for Proposals and will be led by in-house project and evaluation teams. Product demonstrations and vendor reference checks will also be used to select a vendor.

The Request for Proposals and Attachments may be obtained beginning **Wednesday, August 2, 2017**. Interested parties shall submit information as specified in the Request for Proposals to the City of Lake Elmo before 4:00 pm Central Time on September 1, 2017. Further information or questions, please contact: Brian Swanson – Finance Director at [bswanson@lakeelmo.org](mailto:bswanson@lakeelmo.org). There are two files associated with this RFP package.

The City requests interested proposers to provide Notice of Interest to the Point of Contact identified in Table 02 in section 1.11. Notice of Interest is not required.

The City of Lake Elmo City Council reserves the right to reject any or all bid proposals, to waive technicalities, to re-advertise, or to proceed otherwise when the best interest of said Council will be realized herein. No bid may be withdrawn for a period of at least 180 days after the actual date of opening thereof.

Brian A. Swanson, Finance Director

**ADVERTISE:** August 2, 2017

## **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 Lake Elmo's needs for software and professional services to implement an Enterprise Resource Planning (ERP) system. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system(s) is available that meets the City's needs, the City may then enter into contract discussions with 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. For purposes of this RFP, the term "vendor," "offeror," and "proposer" are considered to have the same meaning.

### **1.2 About The City of Lake Elmo**

The City of Lake Elmo was incorporated in 1926 and is a statutory city in the State of Minnesota six miles east of St. Paul Minnesota. Located in Washington County, it covers 25 square miles and has an estimated population of 9,000, which represents 3,100 households.

Policy-making and legislative authority are vested in a governing council consisting of an elected Mayor and four council members. Per Minnesota State Statute, the governing council is responsible for passing ordinances, adopting an annual budget, appointing committees and hiring both the city's administrator and attorney. The City Administrator is responsible for carrying out the policies and ordinances of the governing council and overseeing the day-to-day operations of the city. The Council is elected on a non-partisan basis. The Mayor serves a four-year term and council members serve a four-year staggered term, with two of these positions elected every two years. The Mayor and the Council are elected at-large. The City also has a Finance Committee, which reviews the City's Budget, Capital Improvement Plan, financial policies and makes recommendations to the City Council for consideration. All Finance Committee members are not members of the City Council, but are appointed by the City Council.

The City of Lake Elmo provides a full range of Services including fire protection services, construction and maintenance of streets and infrastructure; recreational facilities; and water, sanitary sewer and storm water utility services. The City contracts with the Washington County Sheriff's Department for police services.

### **1.3 Project Objectives**

The City of Lake Elmo is planning to replace its current financial and information systems environment with an ERP system. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- Lack of functionality in current systems.
- Limited online self-service functionality and payment options.
- Limited reporting capabilities in current systems.
- Lack of integration among systems.
- Manual workflow processes.
- City accounts receivable information is tracked in MS Excel.
- Lack of budget forecasting capabilities.
- Limited access to the existing system.
- Need for more robust project tracking.
- Time entry and approval is manual.
- Current hardware is no longer supported.

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

#### **1.4 Definitions**

**ADDENDA** – Written instruments issued by the City of Lake Elmo 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 Lake Elmo, a political subdivision of the State of Minnesota.

**CITY EVALUATION TEAM** – The group of City staff that will be evaluating vendor proposals

**CITY IMPLEMENTATION TEAM** – The group of City staff that will be leading the software implementation.

**CONTRACT DOCUMENTS** - The proposed Agreement will consist of the Request for Proposals, submitted Proposal, including any diagrams, blueprints, addenda, and the City's Standard Agreement for Professional Services.

**CONTRACTOR** -The qualified Vendor/consultant that is awarded a contract to provide ERP software and implementation services for the City of Lake Elmo.

**PROJECT** – The ERP implementation project.

**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** - The person, Contractor, corporation or other entity submitting a Proposal on items listed in the RFP Documents and thereby agreeing to meet the terms and conditions of the specifications if awarded the contract.

**VENDOR** - The person, consultant, corporation or other entity submitting a Proposal on items listed in the RFP and thereby agreeing to meet the terms and conditions of the specifications if awarded the contract.

#### **1.5 No Obligation**

The inquiry made through this RFP implies no obligation on the part of the City of Lake Elmo.

#### **1.6 RFP Schedule of Events**

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. 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. The City has an aggressive schedule for implementation and will need to stay on the schedule of dates listed below in order to meet its implementation goals. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

**Table 01: RFP Schedule of Events**

<b>Event</b>	<b>Estimated Date</b>
Request for Proposals Published	August 2, 2017
Deadline for Proposal Submissions	September 1, 2017



Short List Vendors notified	September 6, 2017
Vendor Demonstrations	September 13-14, 2017
Preferred Vendor Notified	September 21, 2017
Begin Contract Negotiations	October 4, 2017

## 1.7 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.

## 1.8 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, but are not limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

## 1.9 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 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.

## 1.10 Incurred Expenses

Neither the City of Lake Elmo nor any of its offices or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal response or participating in presentations as part of the evaluation procedure.

## 1.11 Questions and Inquiries

The following table provides the contact information in order of preference by the City.

**Table 02: Points of Contact**

Points of Contact
<p>Brian Swanson – Finance Director  <a href="mailto:bswanson@lakeelmo.org">bswanson@lakeelmo.org</a>  651-747-3909</p> <p>Kristina Handt – City Administrator  <a href="mailto:khandt@lakeelmo.org">khandt@lakeelmo.org</a>  651-747-3905</p> <p>Amy LaBelle – Accountant  <a href="mailto:alabelle@lakeelmo.org">alabelle@lakeelmo.org</a>  651-747-3916</p>

Questions and inquiries related to this procurement, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to the contacts in Table 02 above.

All questions and inquiries related to this RFP must reference the RFP or attachment page number and section. Questions shall be concise and numbered.

#### **1.12 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 presentation to the City on specific dates if selected for software demonstrations.

## 2.0 Project Scope

### 2.1 Functional Areas

The following table contains the list of functional areas of the desired ERP system.

**Table 03: Functional Areas**

No.	Functional Area
1	General Ledger and Financial Reporting
2	Budgeting
3	Accounts Payable
4	Accounts Receivable and Cash Receipts
5	Project Accounting
6	Capital Assets – (Optional)
7	Human Resources
8	Payroll
9	Special Assessments – (Optional)
10	Utility Billing – (Optional)

The City has identified an anticipated go-live date for core financials functionality of January 2, 2018.

### 2.2 City and Project Staffing

The City intends to utilize existing staffing during the implementation process. Additional City resource planning has not been completed and will be based on the resource estimates and staffing plan provided by the 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
1	General Ledger and Financial Reporting	10
2	Budgeting	10
3	Accounts Payable	10
4	Accounts Receivable and Cash Receipts	5
5	Project Accounting	10
6	Capital Assets	4
7	Human Resources	4
8	Payroll	5
9	Special Assessments	4
10	Utility Billing	7

The estimated total users does not reflect those that may need concurrent access. As the City is projecting

these total user counts, vendors should make any needed estimates for concurrent users based on experiences with organizations of similar size to the City of Lake Elmo.

## **2.4 Current City Applications Environment**

The City of Lake Elmo currently uses Springbrook Software Version 6.00 to meet the Enterprise Resource Planning (ERP) software needs of its users, including (but not limited to) the following modules: Accounts Payable, Bank Reconciliation, Cash Receipts, General Ledger, and Payroll. The City has not upgraded the Springbrook software in many years, as version 7.18.2 is available and utilized by other Springbrook clients, which is cloud, based.

The City also uses Banyon utility billing software; however, Banyon is not fully integrated with Springbrook. As such, data must be periodically uploaded into Springbrook. Both systems are used primarily by the Finance Department. Other systems and programs currently used by the City include:

**PermitWorks** – This software is utilized by the Building and Finance Departments for licenses and permits, with integration possible, which is just beginning implementation.

**Beehive** - The Public Works department is currently using Beehive for asset tracking, which does not integrate with Springbrook.

**Laserfiche Document Management System** - The City currently uses Laserfiche Document Management System version 9.1.1. Integration between Laserfiche and Springbrook does not exist therefore users are required to search both systems for relevant information. End users also reported that finding documents in Laserfiche can be difficult and integration with a future system should decrease the need to search directly within Laserfiche.

Other systems and programs currently used by the City include:

- Neptune – Utility Billing
- AutoRead – Utility Billing
- Plan-It! Capital Improvement Software – This does not integrate with Springbrook and not anticipated it would need to be capable with future software.
- Microsoft Windows – overall system environment of the City.
- SCADA

## **2.5 Current City Technical Environment**

The following sub-sections describe areas of the City's technical environment.

### **1. Support Model**

Technology in the City is coordinated by the City Clerk and Finance Director and provided by the City of Roseville's Information Technology Department on a contractual basis. In addition, the City has support agreements for Springbrook through Accela, PermitWorks, and for its Utility Billing software Banyon.

## **2.6 Gap-Fit Analysis**

The City expects the selected vendor to conduct a high-level gap-fit analysis and the functionality available in the selected software product. The gap-fit analysis will identify areas where the City may be required to change existing business processes or potentially customize the ERP system to accommodate unique process requirements. The City desires to limit the number of customizations in the future environment and will work with the vendor to review the results of the gap-fit analysis and determine where customizations would be beneficial.

The City expects that the vendor will review the results of the gap-fit analysis with City staff in onsite meetings at the initiation of the project. The vendor will update its response to the Functional and Technical Requirements based on this discussion with any necessary changes to ensure the vendor and the City have a common understanding of all business and technical requirements.

## **2.7 Implementation Project Plan**

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

1. **Project Objectives:** This section should include overall project objectives.
2. **Project Deliverables and Milestones:** This section should include a list of deliverables and milestones of the project and with each deliverable or milestone, this section should describe exactly what will be provided and how it will be provided to meet the needs of the City.
3. **Project Schedule:** This section of the Project Plan should identify the dates associated with deliverables and milestones described in Section 2 of the Project Plan. In addition, the Project Plan should reflect project predecessors, successors and dependencies.

## **2.8 Software Customization Plan**

As part of the Project Scope, the selected vendor will develop and provide a detailed Software Customization Plan that includes anticipated customizations and their impact to the overall project schedule, budget, and final success. This software customization plan should describe the process that the City and the vendor will engage in for accepting the software modifications. While it is the City's intent to utilize the vendor system's existing capabilities and embedded best-practice business processes, it recognizes that there will be some critical work processes that require some amount of software customization.

## **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. During the gap-fit analysis, vendors will conduct the work necessary to gain an understanding of the existing environment and the complete list of interfaces that will need to be developed.

## **2.10 Data Conversion Plan**

As part of the Project Scope, the selected vendor will develop and provide a detailed Data Conversion Plan that describes 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.). The City would like to understand how the proposer would approach developing the data conversion plan, and the proposer's project team to convert existing data as well as to interface with identified source systems will undertake what processes. 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 assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and 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.

## **2.11 Testing Plan**

As part of the Project Scope, the selected vendor will develop and provide a Testing 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 Plan govern all phases of the project and that the vendor will 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.

## **2.12 Training Plan**

As part of the Project Scope, the selected vendor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

1. The role and responsibility of the software and/or implementation vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to City end users).
2. The role and responsibility of the City staff in the design and implementation of the training plan.
3. Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project implementation team, end users, and technology personnel.
4. Proposed training schedule for City personnel of various user and interaction levels.
5. 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.
6. 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.
7. 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 selected vendor 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.

The proposer will provide documentation, including training manuals and agendas, before each training session with City staff.

## **2.13 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.

Proposers shall provide sample System Documentation as part of responses in accordance with the Submittal Response Format described in Section 4.0. In addition, proposers shall provide an overview of the system documentation that will be provided as part of system implementation.

## **2.14 Risk Register**

As part of the Project Scope, the selected vendor 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 vendor 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 vendor(s) best suited to meet the needs of the City based on the scoring of the evaluation criteria.

The City, at its sole discretion, reserves the right to have system demonstrations with any or all proposers. 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.

Demonstrations will be assigned a portion of the overall Technical Capability score. The City may elect, at its sole option, to conduct discussions or demonstrations with all, some or no proposers. Demonstrations will involve a scripted demonstration as well as a demonstration "lab."

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 will best serve its business and operational requirements, considering the evaluation criteria set forth below.

### 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 using the criteria.

**Table 05: Evaluation Criteria**

Criteria	Description	Maximum Score
Functional & Technical	This criterion considers both the qualifications of the personnel proposed to provide the services solicited by this RFP and the products that are proposed to be used in performing the services solicited by this RFP. In evaluating the proposer's products, the City will consider the business benefits and the business process improvements because of implementing the proposer's products.	35 points
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.	20 points
Experience	This criterion considers (1) the proposer's past performance on any City contracts, (2) the results of reference checks, and (3) the proposer's experience in providing the services solicited by this RFP as set forth in the proposer's response.	20 points
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.	25 points

### 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 in the City. Such

process may be initiated following any evaluation process step.

Additional processes of scope and cost clarification may be employed as part of the evaluation process.

### **3.4 Negotiations and Contract Execution**

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the vendor are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, to select another vendor, or to reject all Proposals.

### **3.5 Contracting Ethics**

1. No elected official or employees of the City who exercise any responsibility in the review, approval, or implementation of the Proposal shall participate in any decision that affects his or her direct or indirect financial interests.
2. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or Council person, or for any City employee or Council person to solicit, demand, accept, or agree to accept from another person 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.
3. The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
4. 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

Proposers submitting proposals must follow the following instructions:

1. The deadline for proposal submissions is established in Section 1.0, RFP Introduction and Background. The proposal deadline is August 17, 2017 at 4:00 PM Central Time. Proposals received after this deadline will not be accepted and will be returned to proposer.
2. Proposers shall submit four (4) hard copies of the Technical Proposal and four (4) hard copies of the Cost Proposal under separate covers to the City at the address contained in Table 06. One (1) hard copy of the Technical Proposal and one (1) hard copy of the Cost Proposal should be clearly marked as "Original," and the remaining copies should be clearly marked "Copy".
3. Proposers shall submit an electronic version of the Technical Proposal and an electronic version of the Cost Proposal on a USB drive to the City along with hard copy proposals.
4. Mailed proposals shall be clearly labeled on the outside of the packaging with the RFP Title.
5. The mailing address for proposals is contained in the following table.

**Table 06: Proposal Mailing Address**

City Mailing Address
City Lake Elmo Attn: RFP – ERP Solution 3800 Laverne Avenue North Lake Elmo, MN 55042

### 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 company 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.

The Transmittal Letter shall clearly express understanding and acceptance of all specifications, terms, conditions, and requirements set forth in 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 three 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, Scope of Work. 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.

Marketing materials should not be submitted on the proposed functionality.

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.

#### **4.4 Implementation Methodology**

The third 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 experiences as well as to meet the needs described in Section 2.0, Project Scope.

The City has identified an anticipated go-live date for core financials functionality of January 2, 2018. As part of the third tab of the proposal, vendors shall include a proposed project schedule.

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

#### **4.5 Company Background and History**

The fourth tab of the proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Scope of Work. The following points should be addressed in the fourth 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 government clients
6. Total years offering government ERP systems
7. Largest active government installation including population
8. Smallest active government installation including population
9. Other products offered by company
10. Mergers and acquisitions in the past ten years including the entities involved

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.

#### **4.6 Key Proposed Personnel and Team Organization**

The fifth tab of the proposal should include the resumes of the proposed project personnel as well as the structure of the proposed 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.

The City reserves the right to require background checks be conducted on any individual conducting work as either an employee of the vendor or on the vendor's behalf.

#### **4.7 Project Roles and Responsibilities**

The sixth tab of the proposal should include the proposed resource levels for the City and Vendor Project Teams. The tab shall include the completed Resource Hours Worksheet contained in Attachment B.

Vendors 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 Project Team and a second worksheet is provided for the Vendor Project Team. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope.

#### **4.8 Project Schedule**

The seventh tab of the proposal should include the proposed project schedule including major milestones, activities, and timing of deliverables.

#### **4.9 Data Conversion Plan**

The eighth 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 vendor, organized by module.

#### **4.10 Sub-Contracting**

The ninth tab of the proposal should identify any of the required services that are proposed to be sub- contracted, if any. For each of these 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

#### **4.11 References**

The tenth tab of the proposal should identify the proposer's references for the project. Proposers shall provide at least three (3) City government clients with whom the proposer has worked with in the past five (5) years and that are of similar size and complexity to the City of Lake Elmo. References shall be preferred from City 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 references, substitution of other organizations should be made to ensure three (3) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

If possible, the City prefers references that were managed by the same project manager recommended for the City. 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.

#### **4.12 Response to Narrative Questions**

The eleventh tab of the proposal should include the proposer's response to the following narrative questions. The total tab length shall not exceed fifteen pages.

1. Based on information provided in this RFP and experience in working with other cities, 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. How do you propose to keep the project on task?
4. Provide a clear description of project management responsibilities between the City and the Vendor.
5. What is the earliest you can begin implementation after contract signing?
6. Please describe your organization's recommended approach toward retention of legacy financial, budget, revenue, and payroll data. Please describe what options are available/supported within your proposed solution.
7. What other system modules or products would the proposer recommend to be complementary to the Project Scope as described in Section 2.0?
8. Describe how your software solution can support the annual process of reviewing capital projects to determine which expenditures should be capitalized, which should be operating expense and which should remain as work-in-progress.
9. How can your system import CIP information from a third party, external source?
10. The City intends to consider implementing customer self-service functionality in future phases of the project. Please describe the available functionality of your software for providing citizen self-service.
11. What is your approach to managing documents in an environment where a City has an existing enterprise document management system? What documents might exist in an integrated ERP content manager versus the DMS?
12. The City currently has limited usage of credit cards but may expand this in the future. Please describe your ability to integrate with credit cards for City purchases.
13. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
14. What is the name and current release number of the product being proposed?
15. When will the next release be available?
16. How long does the typical implementation of the product being proposed take for an organization of similar size to the City?
17. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
18. What other applications will the product being proposed integrate with or have integrated with in the past?
19. What sets your firm's product being proposed apart from your firm's competitors?

#### **4.13 Software Hosting**

The twelfth tab of the proposal shall include a full description of the respondent's technical and operational capabilities for software hosting.

The respondent 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?
7. What is your process for notification of standard maintenance and downtime?
8. The respondent shall provide relevant documentation related to any recent certifications related to their hosting technical and operation capabilities.

#### **4.14 Exceptions to Terms and Conditions**

The thirteenth tab of the proposal should include any exception the proposer takes to the terms and conditions set forth in this RFP. It is the City's intention to be made aware of any exceptions to terms or conditions prior to

contract negotiations.

#### **4.15 Price Proposal**

The proposer's Price Proposal should be provided separately from all tabs of the proposer's Technical Proposal. The Price proposal shall consist of two sections:

1. The completed Cost Proposal Worksheet as contained in Attachment A. Proposers shall not modify the worksheets in any way.
2. The proposer's standard travel and expense policy.
3. Agreement with Payment and Retainage. The proposer shall provide a brief statement of agreement with the Payment and Retainage terms identified in 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 resulting contract from this procurement shall be a not-to-exceed based contract in the form of the City's Standard Agreement for Professional Services attached to this RFP. The initial contract price will be based upon prices submitted by the selected vendor, subject to contract negotiations with the City, and shall be firm for the total number of years of the contract.

### **5.2 Contract Term**

The Agreement shall be effective upon the date the Agreement is signed by both the City and the Contractor, which will expire upon completion of the services covered by the Agreement. The City or the Contractor only pursuant to the terms of the contract may terminate this Agreement.

### **5.3 Contract Review**

The vendor will meet with the City not less than once per quarter to conduct a contract and performance review of the vendor. These meetings will be either in person in Lake Elmo, Minnesota, or via teleconference or web-conference. This contract and performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

### **5.4 Contract Changes**

Written requests for price changes in term contracts after the firm price period must be submitted in writing to the City. Any increase will be based on the vendor's actual cost increase only, as shown in written documentation. 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. 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 thirty (30) 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 the contract will continue without change.

All other contract changes will be effective only on written agreement signed by both parties.

### **5.5 Contract Approval**

This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence following the City Council's approval of a 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 by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the City.

### **5.6 Contract Dispute**

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

## 5.7 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;
- 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. In addition, the City expects software maintenance costs will not increase in the first three years starting from beneficial use of each module. The City will provide payments associated with software license fees on a milestone basis described in the following table.

**Table 7: Software Licensing Payment Milestones**

<b>Project Milestone (for each phase of the implementation)</b>	<b>License Payment (% of Total)</b>	<b>Associated Test</b>
Project Launch and Project Plan Approval	20%	Launch Meeting has been completed and the City has signed off on the Project Plan deliverable.
Initial System Implementation	20%	Identified users can access the off-the-shelf system from all workstations.
System Configuration Complete	25%	The City has provided formal acceptance that all business requirements have been successfully configured and end users can access the configured test environment. End users are fully trained to undertake UAT activities.
Approval of Go-Live	20%	The City has signed off on the UAT test results.
Acceptance of System	15%	The City has signed off on at least two months of system operations and financial statements.

### 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. 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 A). 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.

All travel expense 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 incurred due 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 live operation for one year after go live. The City expects software maintenance costs will not increase in the first three years upon live operation.

## 5.8 Taxes and Taxpayer Information

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

The City will be paying any taxes in accordance with all applicable regulations.

## 5.9 Federal Requirements

The vendor must comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

## 5.10 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 only to the extent necessary to perform the work under the agreement. This prohibition also applies to the proposer's employees, agents, and subcontractors. On termination of the agreement, the proposer will promptly return any confidential information in its possession to the City.

## 5.11 City Property

The use of any City property must be approved in advance.



## 5.12 Warranty

A warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

## 5.13 Source Code

Selected vendors shall place source code for the software modules licensed by the City in a repository. 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 files for bankruptcy or protection from creditors in a court of law. 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.

## 5.14 Insurance Requirements

### Amounts of Insurance

The Contractor shall maintain insurance coverage in the amounts set forth in the attached Standard Agreement for Professional Services during the entire term of the contract. The City shall be named as an additional insured on said commercial general liability policy and certificates of said insurance evidencing all of the coverages required shall be provided to the City before any work on this project may commence. The Contractor shall not allow any sub-contractor to commence work until all insurance has been obtained and copies have been filed and accepted by the City. The Contractor shall be responsible for maintaining a valid certificate of insurance referencing the limits included below on file with the City.

The Contractor must notify the City in writing thirty (30) days prior to cancellation or change in terms of the above insurance coverage. All insurance must be provided at the Contractor's expense and at no additional cost to the City.

### Other Insurance Requirements

The selected vendor agrees that it is its sole responsibility to provide the required Certificate of Insurance and that failure to comply within ten (10) business days following notice of award and according to the requirements of this RFP shall be a cause for termination of the contract.

Insurance requirements herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Minnesota. All policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and providing company.

Insurance requirements by this contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

The selected vendor further agrees that with respect to the required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except workers' compensation.
2. Be provided with a waiver of subrogation, in favor of the City on all required insurance.
3. Be provided with an unconditional 30 days advance written notice of cancellation or material change.
4. Prior to execution of an agreement, be provided with either their original Certification of Insurance or their insurance policy evidencing the above requirements.

### **5.15 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, including the provisions of the Act, may result in: i) the forfeiture by Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Proposer and iii) the recovery by City of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract.

### **5.16 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 years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

### **5.17 Proposer's Certification**

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the State of Minnesota and is licensed to conduct business in the State of Minnesota;
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.

### **5.18 Offer Held Firm**

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 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.

### **5.19 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.

### **5.20 Alternate Proposals**

Proposers may not submit alternate proposals for evaluation.

### **5.21 Subcontractors**

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 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 and, if applicable, holds a valid State of Minnesota 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 and
7. A copy of the prime-contractor/sub-contractor 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 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, Finance Director, or contract administrator designated by the City.

## **5.22 Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the proposer must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

## **5.23 Right of Rejection**

The City reserves the right to reject any proposal, in completely 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.

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.

## **5.24 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.

## **5.25 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 proposal or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City is subject to the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, and all information submitted shall be disclosed as required by the Act.

## **5.26 Contract Negotiation**

After final evaluation, the City may negotiate with the offerors of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. 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.

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

If contract negotiations are held, the offeror will be responsible for all costs including its travel and per diem

expenses.

#### **5.27 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 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.

#### **5.28 Hold Harmless**

The Proposer shall hold and save the City and its officers, agents, servants/employees harmless from liability of any patented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City.

#### **5.29 Protection of Resident Workers**

The City of Lake Elmo actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification and non-discrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Proposer shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

#### **5.30 Statutory Information**

Any consulting agreement resulting from this RFP shall be construed in accordance with the laws of the State of Minnesota. Any litigation between the parties arising out of, or in connection with the contract shall be initiated in the court system of the State of Minnesota.

All project participants, consultants, engineers and vendors must comply with all applicable federal, state and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into because of submitting proposals are revocable if contrary to law.

#### **5.31 Assignment or Subcontract**

Neither party shall assign any right or interest, nor delegate or subcontract any obligation owed without the written consent of the other.

#### **5.32 Non-Discrimination Clause**

During the performance of this Agreement, the Contractor 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 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.

#### **5.33 ADA**

The Contractor agrees to comply with the Americans with Disabilities Act 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 agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.

#### **5.34 Audit**

All books, records, documents and accounting procedures and practices of the successful Contractor relevant to the Agreement shall, pursuant to Minnesota Statutes, Section 16C.05, subdivision 5, be subject to examination at all times by the City and/or by the Legislative Auditor or State Auditor.

#### **5.35 Laws**

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

#### **5.36 Human Rights**

The Contractor agrees to comply with the Minnesota State Human Rights Act, Minnesota Statute Section 363.

#### **5.37 Data Practices**

The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13, of the Minnesota Statutes.

## Worksheets

*See MS Excel spreadsheet “City of Lake Elmo ERP RFP Worksheets 7-27-17.xlsx”*

**Attachment A – Cost Worksheets**

**Attachment B – Resource Hours Worksheets**

## Standard Agreement for Professional Services

### Standard Agreement for Professional Services

This Agreement ("Agreement") is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the City of Lake Elmo, Minnesota (hereinafter "City"), whose business address is 3800 Laverne Avenue North, Lake Elmo, MN 55042, and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter "Consultant") whose business address is \_\_\_\_\_.

### Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Consultant for \_\_\_\_\_ hereinafter referred to as the "Work".

The City and Consultant agree as follows:

1. **Scope of Work.** The Consultant agrees to provide the professional services shown in Exhibit A (\_\_\_\_\_) in connection with the Work. The terms of this Agreement shall take precedence over any provisions of the Consultants proposal and/or general conditions including proposals and/or general conditions. If the Consultants proposal is attached as the Exhibit A Scope of Work, City reserves the right to reject any general conditions in such proposal.
2. **Term.** The term of this Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_ the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period, as they deem appropriate, and upon the terms and conditions as herein stated.
3. **Compensation for Services.** City agrees to pay the Consultant expenses in a total amount not to exceed \$ \_\_\_\_\_ for the services as described in.

- A. Any changes in the scope of the work, which may result in an increase to the compensation due the Consultant, shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
  - B. Special Consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City.
  - C. If Consultant is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost due to the delay. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.
4. **City Information.** The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:
- A. Access to the Area. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.
  - B. Consideration of the Consultant's Work. The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.
  - C. Standards. The City shall furnish the Consultant with a copy of any standard or criteria, including but not limited to, design and construction standards that may be required in the preparation of the Work for the Project.
  - D. City's Representative. A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement.
5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:
- A. Progress Payment. For work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.



- B. **Suspended Work.** If any work performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to receipt of written notice from the City of such suspension.
- C. **Payments for Special Consultants.** The Consultant shall be reimbursed for the work of special consultants, as described herein, and for other items when authorized in writing by the City.
- D. **Claims.** To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."
- E. **Final Payment.** Final payment, constituting the entire unpaid balance of the Compensation for Services, shall be paid by the City to the Consultant when the Work has been completed, the Agreement fully performed, and the City accepts the Work in writing.

- 6. **Project Manager and Staffing.** The Consultant has designated \_\_\_\_\_ to serve on the Project. They shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Consultant may not remove or replace the designated staff from the Project without the approval of the City.
- 7. **Standard of Care.** Consultant shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Scott County, Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
- 8. **Audit Disclosure and Data Practices.** Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the Act is applicable to data and documents in the possession of the Consultant.
- 9. **Termination.** Either party may terminate this Agreement on thirty (30) days written notice if the other party defaults or neglects to carry out the Work in accordance with the Agreement or fails to perform any provisions of the Agreement. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and the City may retain

another consultant to undertake or complete the Work identified herein.

10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in the Scope of Work, without the express written consent of the City. The Consultant shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
11. **Independent Consultant.** Consultant is an independent contractor engaged by City to perform the services described herein and as such (i) shall employ such persons as it shall deem necessary and appropriate for the performance of its obligations pursuant to this Agreement, who shall be employees, and under the direction, of Consultant and in no respect employees of City, and (ii) shall have no authority to employ persons, or make purchases of equipment on behalf of City, or otherwise bind or obligate City. No statement herein shall be construed to find the Consultant an employee of the City.

**12. Insurance.**

- A. **General Liability.** Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name the City as an additional insured for the services provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.
- B. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability on this Project:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident
Liability	\$1,500,000 property damage and bodily injury per occurrence
	\$2,000,000 general aggregate
	\$2,000,000 Products – Completed Operations Aggregate

\$100,000 fire legal liability each occurrence

\$5,000 medical expense

Comprehensive Automobile

Liability \$1,000,000 combined single limit each accident  
(shall include coverage for all owned, hired and non-  
owned vehicles.

Umbrella or Excess Liability \$1,000,000

- C. The Comprehensive General/Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
- a. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
  - b. Products and Completed Operations coverage. Consultant agrees to maintain this coverage for a minimum of two (2) years following completion of its work. Said coverage shall apply to bodily injury and property damage arising out of the products-completed operations hazard.
  - c. Personal injury with Employment Exclusion (if any) deleted.
  - d. Broad Form CG0001 0196 Contractual Liability coverage or its equivalent.
  - e. Broad Form Property Damage coverage, including completed operations, or its equivalent.
  - f. Additional Insured Endorsement(s), naming the "City of Lake Elmo" as an Additional Insured, on ISO forms CG 2010 07 04 and CG 2037 07 04, or their equivalent.
  - g. If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
  - h. "Stop gap" coverage for work in those states where Workers' Compensation insurance is provided through a state fund if Employer's liability coverage is not available.
  - i. Severability of Insureds provision.
- D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City. Said policy shall provide an aggregate limit of \$2,000,000. Said policy shall not name the City as an insured.
- E. Consultant shall maintain in effect all insurance coverages required under this Paragraph at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current rating of no less than A-, unless

specifically accepted by City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:

- a. All policies, except the Professional Liability Insurance policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
- b. All policies, except the Professional Liability Insurance policy, shall be apply on a "per project" basis;
- c. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Lake Elmo";
- d. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall name "the City of Lake Elmo" as an additional insured;
- e. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement; and
- f. All polices shall contain a provision that coverages afforded there under shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to the City.

**A copy of the Consultant's Certificate of Insurance, which evidences the compliance with this Paragraph, must be filed with City prior to the start of Consultant's Work.** Upon request a copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

- F. **Effect of Consultant's Failure to Provide Insurance.** If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its subcontractors, agents, employees or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the

indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Consultant to:

- a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Consultant's insurance company.

Consultant will take the action required by the City within fifteen (15) days of receiving notice from the City.

13. **Indemnification.** Consultant agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to a negligent or otherwise wrongful act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement. Consultant further agrees to indemnify the City for defense costs incurred in defending any claims, unless the City is determined to be at fault.
14. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City, but Consultant may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Consultant may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement ("Project") does not relieve any liability on the part of the Consultant, but any use of the Information by the City or the Consultant beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.
15. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
16. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant

shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement

17. **Mediation.** Each dispute, claim or controversy arising from or related to this agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Lake Elmo unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
18. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
19. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.
20. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
21. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
22. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
24. **Conflicts.** No salaried officer or employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void.
25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

**Executed as of the day and year first written above.**

CITY OF LAKE ELMO

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Michael Pearson, Mayor

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Kristina Handt, City Administrator

FIRM NAME

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By:

Its:

Cost Worksheet											
<b>Vendor-Hosted Cost Worksheet Instructions:</b> Provide a cost response for each cost area, based upon system modules for a vendor-hosted application. The pricing should be based on the detailed functionality that the City requires for each functional area. When a single price may be provided for a group of modules, please provide that cost with a notation. All additional costs should be captured in the respective areas.											
Cost Area	#1 General Ledger and Financial Reporting	#2 Budgeting	#3 Accounts Payable	#4 Accounts Receivable and Cash Receipts	#5 Project Accounting	#6 Capital Assets (Optional)	#7 Human Resources	#8 Payroll	#9 Special Assessments (Optional)	#10 Utility Billing (Optional)	Total
<b>One-Time Costs:</b>											
Software License Costs											0
Software Customization Costs											0
Interfaces/Integration Costs											0
Data Conversion Costs											0
Professional Service Costs (not including integration and interfaces)											0
Training Costs											0
Server Hardware Costs											0
Expenses (miscellaneous)											0
<b>Total One-Time Costs</b>	0	0	0	0	0	0	0	0	0		0
<b>Recurring Maintenance Costs:</b>											
Annual Maintenance											0
Custom Modification Maintenance (if applicable)											0
Additional Maintenance Fees											0
<b>Total Recurring Maintenance Costs</b>	0	0	0	0	0	0	0	0	0		0
<b>Maintenance Schedule:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 4</b>	<b>Year 5</b>							
Rate of Increase over Prior Year (as a percentage)											
Maintenance Costs (as a dollar amount)											
<b>Additional Costs:</b>											
Hourly Rate for Professional Services											
Hourly Rate for Custom Programming											
Annual rental cost for time clocks per device.											
Other Costs (if applicable; please specify the nature of these costs)											



Cost Worksheet											
<b>City-Hosted via Third Party IT Contract-Cost Worksheet Instructions:</b> Provide a cost response for each cost area, based upon system modules for a vendor-hosted application. The pricing should be based on the detailed functionality that the City requires for each functional area. When a single price may be provided for a group of modules, please provide that cost with a notation. All additional costs should be captured in the respective areas.											
Cost Area	#1 General Ledger and Financial Reporting	#2 Budgeting	#3 Accounts Payable	#4 Accounts Receivable and Cash Receipts	#5 Project Accounting	#6 Capital Assets (Optional)	#7 Human Resources	#8 Payroll	#9 Special Assessments (Optional)	#10 Utility Billing (Optional)	Total
<b>One-Time Costs:</b>											
Software License Costs											0
Software Customization Costs											0
Interfaces/Integration Costs											0
Data Conversion Costs											0
Professional Service Costs (not including integration and interfaces)											0
Training Costs											0
Server Hardware Costs											0
Expenses (miscellaneous)											0
<b>Total One-Time Costs</b>	0	0	0	0	0	0	0	0	0		0
<b>Recurring Maintenance Costs:</b>											
Annual Maintenance											0
Custom Modification Maintenance (if applicable)											0
Additional Maintenance Fees											0
<b>Total Recurring Maintenance Costs</b>	0	0	0	0	0	0	0	0	0		0
<b>Maintenance Schedule:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 4</b>	<b>Year 5</b>							
Rate of Increase over Prior Year (as a percentage)											
Maintenance Costs (as a dollar amount)											
<b>Additional Costs:</b>											
Hourly Rate for Professional Services											
Hourly Rate for Custom Programming											
Annual rental cost for time clocks per device.											
Other Costs (if applicable; please specify the nature of these costs)											

**City Project Team**

**Instructions:** The vendor is asked to provide the amount of resources that will be required from the City, in terms of number of hours. These amounts should be based on the functionality the City desires.

Functional Area	Requirements and Design	Configuration and Setup	Implementation	Testing	Training	Total
General and Technical						0
General Ledger and Financial Reporting						0
Budgeting						0
Accounts Payable						0
Accounts Receivable and Cash Receipts						0
Project Accounting						0
Capital Assets						0
Human Resources						0
Payroll						0
Special Assessments						0
Utility Billing						0
Interfaces						0
<b>Total Hours By Project Phase:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Vendor Project Team**

**Instructions:** The vendor is asked to provide the amount of resources that will be committed to the project in terms of number of hours. These amounts should be based on the functionality the City desires.

Functional Area	Requirements and Design	Configuration and Setup	Implementation	Testing	Training	Total
General and Technical						0
General Ledger and Financial Reporting						0
Budgeting						0
Accounts Payable						0
Accounts Receivable and Cash Receipts						0
Project Accounting						0
Capital Assets						0
Human Resources						0
Payroll						0
Special Assessments						0
Utility Billing						0
Interfaces						0
<b>Total Hours By Project Phase:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>